

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-04P-LTN60302
ADDRESS OF PREMISES 80 Monroe Avenue Ste 700 Memphis, TN 38103-2430	PDN Number:

THIS AMENDMENT is made and entered into between Olymbec USA, LLC.

whose address is: 333 Decarie, 5th Floor, St. Laurent, Quebec H4N 3M9

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to establish the annual rent and the amount of actual Tenant Improvement Cost.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **August 16, 2016** as follows:

LEASE TERM: To have and to hold the said Premises with its appurtenances for the term beginning August 16, 2016 and continuing through August 15, 2031, subject to termination and renewal rights as may be hereinafter set forth.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: [Redacted]

Signature: [Redacted]

Name: DEREK STERN

Name: Marcus Skinner

Title: OWNER

Title: Contracting Officer

Entity Name: OLYMBEC USA LLC

Title: GSA, Public Buildings Service

Date: SEPTEMBER 1ST 2016

Date: 9/2/16

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]

Name: Francis Houy

Title: Legal Counsel

Date: September 1st, 2016

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

THE GOVERNMENT SHALL PAY THE LESSOR ANNUAL RENT, PAYABLE IN MONTHLY INSTALLMENTS IN ARREARS, AT THE FOLLOWING RATES.

	Firm Term 8/16/2016 - 8/15/2026	Non-Firm Term 8/16/2026 - 8/15/2031
	Annual Rent	Annual Rent
Shell Rent	\$234,096.22	\$246,978.42
Tenant Improvements	\$105,246.47	\$0.00
Operating Costs	\$110,352.06	\$157,241.58
Building Specific Amortized Capital	\$0.00	\$0.00
Parking	\$0.00	\$0.00
Total Annual Rent	\$449,694.75	\$404,220.00

1. SHELL RENT CALCULATION:
(FIRM TERM): \$11.58 (ROUNDED) PER RSF MULTIPLIED BY 20,211 (RSF),
NON FIRM TERM CALCULATION: \$12.22 MULTIPLIED 20,211 (RSF).
2. THE TENANT IMPROVEMENT COST OF \$722,880.84 IS AMORTIZED AT A RATE OF 8 PERCENT PER ANNUM OVER 10 YEARS. TI OVERAGE IN THE AMOUNT OF \$711,152.84 WILL BE PAID VIA LUMP SUM UPON COMPLETION AND ACCEPTANCE.
3. OPERATING COSTS CALCULATION: \$5.46 PER RSF MULTIPLIED BY 20,211 (RSF).
4. PARKING SHALL BE PROVIDED AT A RATE OF \$0 PER PARKING SPACE PER MONTH (STRUCTURED/INSIDE)

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part at any time on or after August 16, 2026, by providing not less than 90 days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEP 2013)

The Lessor has agreed to total TI pricing of \$1,434,033.68 based on the approved DIDs included in Exhibit A. Of this amount, \$722,880.84 is amortized in the rent over the Firm Term of this Lease at an interest rate of 8 percent per year. The remaining \$711,152.84 will be paid in lump sum upon completion and acceptance of the space. The Government shall have the right to make lump sum payments for any or all TI work.

ALL OTHER TERMS AND CONDITIONS OF THIS LEASE SHALL REMAIN IN FORCE AND EFFECT.

INITIALS:


LESSOR

&


GOVT