

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-07B-17164
ADDRESS OF PREMISES 3341 YOUREE DRIVE, SHREVEPORT, LA 71105-2149	PDN Number: PS0028348

THIS AMENDMENT is made and entered into between Oliphint Investments, Inc.

whose address is: 1945 Leeward Cove, Benton, LA 71006

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

WHEREAS, the parties hereto desire to amend the above Lease

- 1.) To accept the Tenant Improvements as completed; and
- 2.) Establish the Commencement Date of the lease rental payments; and
- 3.) Establish the square footages of the leased space; and
- 4.) Establish the Common Area Factor; and
- 5.) Provide the annual rental amounts; and
- 6.) To state the Broker Commission and the Commission Credit; and
- 7.) To establish the rate for areas requiring 24/7 HVAC; and
- 8.) To provide for the payment of the Tenant Improvements.


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 June 6, 2014, as follows.

See Attached


This Lease Amendment contains 3 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: 

Signature: _____
Name: JOHN OLIPHINT
Title: PRES.
Entity Name: OLIPHINT INV. INC.
Date: 7-3-14

FOR THE GOVERNMENT: 

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 7/17/14

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: KAY DUBOIS
Title: REALTOR
Date: July 3, 2014

- 1.) The Tenant Improvements have been completed and the Government accepts the leased premises on June 6, 2014.
- 2.) The Commencement Date of the lease shall be June 6, 2014 and shall expire on June 5, 2024, subject to termination and renewal rights as may be hereinafter set forth in the Lease.
- 3.) The leased premises square footage shall be 4,242 Rentable Square Feet (RSF) yielding 3,630 ANSI/BOMA Office Area (ABOA).
- 4.) The Common Area Factor in Paragraph 1.01 of the Lease shall be 1.17, (4,242 RSF/3,630 ABOA).
- 5.) The Government shall pay the Lessor annual rent, on a monthly basis in arrears, according to the following schedule:

June 6, 2014 – June 5, 2019	
	Annual
Shell Rent	\$38,347.68
TENANT IMPROVEMENTS RENT ¹	\$31,869.17
Operating Costs	\$21,464.52
Building Specific Amortized Capital	\$0.00
Total Annual Rent	\$91,681.37

June 6, 2019 – June 5, 2024	
	Annual
Shell Rent	\$38,347.68
TENANT IMPROVEMENTS RENT ¹	\$0
Operating Costs	\$21,464.52
Building Specific Amortized Capital	\$0.00
Total Annual Rent	\$59,812.20

¹The Tenant Improvement Allowance is amortized at a rate of 6.5 percent per annum over 5 years.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

Oliphint Investments, Inc.
1945 Leeward Cove
Benton, LA 71006

6.) The Lessor and the Broker have agreed to a cooperating lease commission. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego a portion of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit).

The Commission Credit to the Government is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph of the lease.

Notwithstanding Paragraph 5 of this Lease Amendment Number 5, the Shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit to the Government. The reduction in Shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

Month 1 Rental Payment \$7,640.10 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st full Month's Rent.

Month 2 Rental Payment \$7,640.10 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd full Month's Rent.

INITIALS:  LESSOR &  GOVT

Month 3 Rental Payment \$7,640.10 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3rd full Month's Rent.

Month 4 Rental Payment \$7,640.10 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 4th full Month's Rent.

7.) There is no charge for areas requiring 24/7 HVAC.

8.) The total cost of the Tenant Improvements is \$266,939.78. The Lessor and the Government agree that a lump-sum payment for a portion of the total Tenant Improvement cost shall be made in the amount of \$131,207.18. The remaining balance of the Tenant Improvement cost of \$135,732.60 shall be amortized monthly into the rent at the rate of six and one-half percent (6.5%) over the five (5) year firm term of the lease as stated in paragraph 5 above.

The Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. It shall reference the number PS0028348 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-676-3690.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

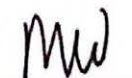
The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

General Services Administration
ATTN: Contracting Officer
819 Taylor Street, Room 5A18
Fort Worth, TX 76102

INITIALS:


LESSOR

&


GOVT