

K24-279

EXHIBIT A
LEASE AGREEMENT
BETWEEN THE CITY OF NEW ORLEANS
AND
1615 POYDRAS TOWER, LLC

[COVER SHEET]

OFFICE LEASE

THIS OFFICE LEASE ("Lease"), dated January 29, 2024 (for reference purposes only), is made by and between **1615 Poydras Tower, LLC**, ("Landlord"), and **CITY OF NEW ORLEANS, LOUISIANA** ("Tenant").

1. CERTAIN LEASE PROVISIONS

The description and amounts set forth below are qualified by their usage elsewhere in this Lease, including those Sections referred to in parentheses following such descriptions:

- 1.1 Tenant's address and telephone number. (Section 19):
Tenant Name: City of New Orleans dba New Orleans Police Department
Address: 1300 Perdido Street, Suite 5E03, New Orleans, Louisiana 70112.
- 1.2 Premises. (Section 2.1): Suites 500, 1700, and 1800
Building Name: 1615 Poydras
Address: 1615 Poydras Street, New Orleans, Louisiana 70112.
- 1.3 Leased Area. (Section 2.1): 72,115 rentable square feet comprising of the following: (i) 23,629 rentable square feet located on the fifth floor and known as Suite 500; (ii) 24,091 rentable square feet located on the seventeenth floor and known as Suite 1700; and (iii) 24,395 rentable square feet located on the eighteenth floor and known as Suite 1800.
- 1.4 Total Building Area. (Section 2.1): 503,351 rentable sq. ft.
- 1.5 Tenant's Pro-Rata Share of Building Area. (Section 2.1): 14.33%
- 1.6 Lease Term. (Section 3.1): One hundred twenty (120) months except as otherwise set forth hereinunder.

(a) Option to Cancel/Terminate: Notwithstanding Section 1.6 above, the Tenant may terminate this Lease in the Tenant's sole discretion at any time after 60 months provided:

(i) The Tenant relocates the police headquarters (1) to a building or facility owned by the City of New Orleans, or, (2) to a building serving as the new permanent "City Hall" or "Orleans Parish Justice Center," irrespective of building ownership, provided that the building is occupied solely by city, state, or federal governmental agencies and no commercial tenants;

(ii) The Tenant provides written notice to the Landlord of its intent to relocate and terminate the Lease ("**Relocation Notice**"); and

(iii) The Tenant has not defaulted on its rental payment obligations or any other material term of the Lease in the twelve (12) month period preceding the Relocation Notice.

(b) If Tenant elects to terminate the Lease under this Section 1.6(a), then this Lease will terminate on the date (the "**Termination Date**") which is the later to occur of: (i) the estimated date for relocation of the Premises to the new NOPD headquarters specified in the Tenant's Relocation Notice; and (ii) the last day of the sixth full calendar month following the date of Landlord's receipt of Tenant's Relocation Notice under this Section 1.6(a). All rent and other charges payable under this Lease shall be adjusted as of the Termination Date, and the parties shall have the same rights and responsibilities under this Lease as if the Termination Date were the date for the expiration of the Lease Term ("**Expiration Date**").

- 1.7 Commencement Date. (Section 3.1): May 1, 2024.
- 1.8 Expiration Date. (Section 3.1, 3.2): The last day of the month that is one hundred twenty (120) months after the Commencement Date unless sooner terminated/cancelled.
- 1.9 Base Rent for Lease Term. (Sections 4.1): The aggregate sum of all monthly installments of Base Rent required to be paid by Tenant during the Term of this Lease. Base Rent is

INITIALS:  Landlord;  Tenant

based upon rentable square feet of 68,759 (23,629 on Floor 5, 22,565 on Floor 17, and 22,565 on Floor 18). The additional 3,356 rentable square feet identified as part of the Leased Area as per Exhibit “B” are being provided to Tenant at no additional Base Rent charge.

1.10 Base Rent, Monthly Installments. (Sections 4.1):

<u>Months of Lease Term</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent per Rentable Square Foot</u>
01 – 24	\$1,100,144.00	\$91,678.67	\$16
25 - 48	\$1,168,903.00	\$97,408.58	\$17
49-72	\$1,237,662.00	\$103,138.50	\$18
73-96	\$1,306,421.00	\$108,868.42	\$19
97-120	\$1,375,180.00	\$114,598.33	\$20

1.11 (a) Address of Landlord for rent payments (Sections 4.1, 4.2):
1615 Poydras Tower, LLC
1615 Poydras Street, Suite 110
New Orleans, LA 70112

(b) Address of Landlord for notices. (Section 19):

1615 Poydras Tower, LLC
Attn: Legal Dept.
3030 Aurora Ave, 2nd Floor
Monroe, LA 71201

with a copy to:

1615 Poydras Tower, LLC
Attn: Property Manager
1615 Poydras Street, Suite 110
New Orleans, LA 70112

(c) Address of Tenant for notices (Section 19): The Premises.

NOPD Superintendent
715 South Broad Street,
New Orleans, LA 70119

with a copy to:

City Attorney
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

1.12 [INTENTIONALLY DELETED].

1.13 [INTENTIONALLY DELETED]

1.14 Landlord's Share of Operating Expenses. (Section 6.2): The amount of Operating Expenses for the Building incurred for the calendar year 2024 (“Base Year”).

1.15 Landlord's Share of Real Estate Taxes. (Section 6.2): The amount of Real Estate Taxes assessed for the Building, incurred for the Base Year.

1.16 Security Deposit. (Section 7): N/A.

1.17 Use. (Section 8.1): General office use only, subject to further restrictions set forth in Section 8.1; provided, however, at all times during the Lease Term, such use shall be consistent with the character of a first-class office project.

INITIALS: Landlord; Tenant

1.18 Brokers. (Section 25.20): Property One, Inc. represents Landlord.

1.19 Prepaid Rent. (Section 4.1): \$0

This Lease consists of 26 articles, plus Exhibits A, B, C, and D attached hereto.

Each of the parties hereto has executed this Lease on the date specified opposite its signature below.

(Signature Page to Follow)

INITIALS:  Landlord;  Tenant

LANDLORD:

1615 POYDRAS TOWER, LLC

Date: May 1, 2024

By: [Signature]
Name: Jeffrey Lahasky
Its Duly Authorized: Executive Vice President

Witness #1: [Signature]

Print Name: Danielle Lesslie

Witness #2: [Signature]

Print Name: Meghan Reed

TENANT:

CITY OF NEW ORLEANS, LOUISIANA

Date: May 2nd, 2024

By: [Signature] ^{for}
Print Name: LA Toya Cantrell
Its Duly Authorized: MAYOR

Witness #1: [Signature]

Print Name: JONATHAN HARRIS

Witness #2: [Signature]

Print Name: Courtney Story

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____
HELENA MORENO, PRESIDENT

FORM AND LEGALITY APPROVED:

[Signature]
Law Department, City of New Orleans

INITIALS: [Signature] Landlord; [Signature] Tenant

LANDLORD:

1615 POYDRAS TOWER, LLC

Date: _____, 2024

By: _____

Name: Jeffrey Lahasky

Its Duly Authorized: Executive Vice President

Witness #1: _____

Print Name: _____

Witness #2: _____

Print Name: _____

TENANT:

CITY OF NEW ORLEANS, LOUISIANA

Date: _____, 2024

By: _____

Print Name: _____

Its Duly Authorized: _____

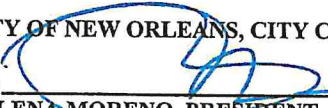
Witness #1: _____

Print Name: _____

Witness #2: _____

Print Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY:  _____
HELENA MORENO, PRESIDENT

2. PREMISES

2.1 Definition. Landlord hereby leases to Tenant and Tenant leases from Landlord for the Lease Term, at the rental, and upon all of the conditions set forth herein, that certain real property known by suite number and address specified in Section 1.2 hereof and which is referred to herein as the “**Premises**.” Landlord and Tenant hereby stipulate that the Premises contain the rentable square feet specified in Section 1.3 hereof except that the rentable and usable square feet of the Premises and the Building (as defined herein) are subject to verification from time to time by Landlord's architect/space planner. In the event that Landlord's architect or space planner determines that the amounts thereof shall be different from those set forth in this Lease, all amounts, percentages and figures appearing or referred to in this Lease based upon such incorrect amount (including, without limitation, the amount of the Base Rent and Tenant's Pro-Rata Share (as defined herein) shall be modified in accordance with such determination. If such determination is made, Landlord will confirm it in writing to Tenant. The Premises are located in an office building presently consisting of the total number of rentable square feet specified in Section 1.4 hereof, which office building, the real property on which it is situated (the legal description of which is attached hereto as **Exhibit “A”**), and any parking facilities or structures appurtenant thereto are hereinafter collectively referred to as the “**Building**”. The Premises are depicted in **Exhibit “B”** attached hereto and incorporated herein by this reference, but the depiction of possible uses, tenants or locations on **Exhibit “B”** shall not be construed to be a warranty or representation by Landlord that any such uses, tenants or locations presently exist or will continue to exist. Tenant's share of the total amount of square feet of the Building is equal to the pro-rata share specified in Section 1.5 hereof, and said percentage shall hereinafter be referred to as Tenant's “**Pro-Rata Share**”.

2.2 Public Areas. As long as this Lease remains in effect and Tenant is not in default hereunder and subject to Sections 8.6 and 11 below or any judicial order to the contrary issued by a court of competent jurisdiction, Tenant shall have the nonexclusive right, in common with Landlord, other tenants, subtenants and invitees, to use the public areas of the Building which consist of the entrance foyer and lobby of the Building, the common corridors on the floor of the Building on which the Premises are situated and other areas appurtenant to or servicing the elevators, shipping and receiving areas and lavatories in the Building, provided that Landlord shall have the right at any time, and from time to time, to exclude therefrom such areas as Landlord may determine so long as access to the Premises is not unreasonably denied.

3. TERM

3.1 Term. The term of this Lease (the “**Lease Term**”) shall be the term specified in Section 1.6 hereof, commencing on the Commencement Date specified in Section 1.7 hereof and ending on the Expiration Date specified in Section 1.8 hereof unless sooner terminated pursuant to any provision of this Lease.

3.2 Delay in Commencement. Notwithstanding the anticipated Commencement Date (as set forth in Section 1.7 above), if for any reason Landlord cannot deliver possession of the Premises to Tenant on said date, Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder. In the event of such delay, the Commencement Date shall be deemed to be the earlier of the following: (a) five (5) business days after Landlord or Landlord's agent, architect or contractor notifies Tenant that the Premises are ready for occupancy (as determined by Landlord); or (b) Tenant commences to occupy or otherwise make use of the Premises.

3.3 Early Possession. Landlord may, within its sole discretion, permit Tenant to occupy the Premises during some period prior to the Commencement Date for the limited purpose of installing its furniture, fixtures and equipment, and such occupancy shall be subject to all of the provisions of this Lease. Tenant shall not be obligated to pay Base Rent that would otherwise have been incurred by Tenant under this Lease for any period of Tenant's occupancy prior to the Commencement Date; provided, however, that Tenant shall be obligated to pay all Additional Rent, including, but not limited to, electricity and other utility charges, incurred or used by Tenant during such period of Tenant's occupancy prior to the Commencement Date. Such early possession shall not advance or otherwise alter the Expiration Date of this Lease.

3.4 Delivery of Possession. Tenant shall be deemed to have taken possession of the Premises when the earlier of the following occurs: (a) five (5) business days after Landlord or

INITIALS:  Landlord;  Tenant

Landlord's agent, architect or contractor notifies Tenant that the Premises are ready for occupancy (as determined by Landlord); or (b) Tenant commences to occupy or otherwise make use of the Premises. If Tenant is notified pursuant to Section 3.4(a), Tenant agrees to occupy the Premises within twenty (20) business days thereafter. As used in this Lease, "business days" shall mean Mondays through Fridays. Tenant will execute a document certifying the date on which Tenant took possession of the Premises.

3.5 Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Lease Term hereof, such occupancy shall be a tenancy from month to month at a monthly rental equal to one hundred fifteen percent (150%) of the Base Rent and one hundred fifteen percent (150%) of the Additional Rent payable hereunder (collectively, "Hold Over Rent"). Hold Over Rent shall not be pro-rated, but will accrue in full on the first day following expiration of the Lease Term, and on a month-to-month basis thereafter, so long as Tenant maintains occupancy of the Premises following expiration of the Lease Term. The foregoing provisions of this Section 3.5 shall neither be construed to give Tenant any right to remain in possession of the Premises or any part thereof after the expiration of the Lease Term hereof nor to waive any of Landlord's rights under this Lease to collect any damages to which it may be entitled, whether direct or consequential. It is agreed that such Hold Over Rent is not a penalty, but designed to compensate Landlord for Tenant's continued occupancy of the Premises on a month-to-month basis.

3.6 Notice of Intent. Sixty (60) days prior to expiration of the Lease Term, Tenant shall notify Landlord in writing of its intent to stay or vacate the Premises at the expiration of the Lease Term.

4. RENT

4.1 Base Rent. The Base Rent for the Premises for the entire Lease Term of this Lease shall be as specified in Section 1.9, subject to adjustment pursuant to the application of Section 3.2 relative to postponement of the installments specified in Section 1.10, and is payable in advance, on the first day of each month of the Lease Term hereof. The monthly installment of Base Rent for any period during the Lease Term hereof which is less than one (1) calendar month shall be a pro rata portion of the monthly installment based upon the actual number of days this Lease is in effect during said calendar month. All rents shall be payable in lawful money of the United States of America without notice or demand and without any deduction, offset or abatement, and shall be payable to Landlord subject to the requirements of 26.9 at the address stated in Section 1.11(a) or to such other persons or at such other places as Landlord may designate in writing. The payment of Base Rent hereunder shall be an independent covenant.

4.2 Additional Rent. Both Tenant and Landlord expressly understand and agree that all other sums, excepting Base Rent as described in Sections 4.1 and 5, which may from time to time become due under this Lease shall be deemed "**Additional Rent**." Additional Rent shall include, but not be limited to, late charges, interest, Shared Expenses as described in Section 6, attorneys' fees, security deposits, parking fees (if applicable), and any cash bonds which may by circumstance be required to be posted hereunder. Both Tenant and Landlord expressly understand and agree that all monies paid by Tenant hereunder shall be first credited to the earliest amount due (whether it be, Base Rent, Shared Expenses, late fees, interest on past due sums, or any other sums due to Landlord). All payments of Additional Rent shall be in lawful money of the United States of America, shall be paid without any deduction, offset or abatement, and shall be payable to Landlord at the address stated in Section 1.11(a) or to such other persons or at such other places as Landlord may designate in writing. The obligation to make payments of Additional Rent hereunder shall be an independent covenant. Except as expressly provided otherwise, the term "**Rent**", "**rent**", or "**rental**" shall mean and refer to Base Rent and Additional Rent payable under this Lease.

4.3 Parking and Storage. Tenant agrees to pay to Landlord the amount of Additional Rent for parking as set forth in any Parking Addendum attached to this Lease, in advance for each month on the first day of each month of the Lease Term. Unless a Parking Addendum or Storage Space Addendum is attached to this Lease, Tenant shall have no right to use any parking facilities serving the Building or any storage space located in the Building, respectively.

4.4 Acceptance of Rental Payments. No acceptance by Landlord of a lesser sum than the Base Rent and/or Additional Rent then due shall be deemed to be other than on account of the

INITIALS:  Landlord;  Tenant

earliest amount due (whether it be, Base Rent, Shared Expenses, late fees, interest on past due sums, or any other sums due to Landlord), nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction or compromise and settlement, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such payments due or to pursue any other remedy as provided in this Lease.

5. [INTENTIONALLY DELETED].

6. SHARED EXPENSES

6.1 Determination. The monthly obligations for Additional Rent as described in Section 4.2 shall be annually adjusted in accordance with the provisions of Section 6.2 below.

6.2 Escalations.

(a) Landlord agrees to expend as its share of Operating Expenses paid for and sustained by Landlord during any calendar year an amount not greater than that specified in Section 1.14. Said sum shall constitute the maximum payable by Landlord as its contribution toward Operating Expenses. The term "**Operating Expense**" means the total amounts paid or payable, whether by Landlord or otherwise on behalf of Landlord, in connection with the ownership, leasing, management, maintenance, repair and operation of the Building, the equipment, the intrabuilding cabling and wiring, adjacent walks, malls and landscaped and common areas and the parking structure areas and facilities of the Building. Operating Expense shall include, without limiting the generality of the foregoing, the aggregate of the amount paid for providing heating, air conditioning, electricity, water, sewer and other utility systems to the Building, the amount paid to any persons or entities for all labor and/or wages (including the cost to Landlord of workmen's compensation and disability insurance, payroll taxes, welfare and fringe benefits), for services rendered, and materials provided to the Building (including, without limitation, any maintenance or repairs performed by Landlord as set forth in Article 10 below); for the costs of janitorial services; administrative expenses related to the Building; any costs incurred for any capital improvements or structural repairs to the Building which are: (A) reasonably intended to effect labor or energy savings or otherwise reduce Operating Expenses, or (B) required by law or by any governmental or quasi-governmental authority having jurisdiction over the Building including, but not limited to, the Americans with Disabilities Act; or (C) for replacement or restoration of any Building equipment and/or improvements needed to operate and/or maintain the Building at the same quality levels as prior to the replacement or restoration, which costs shall be amortized over the useful life of the applicable capital improvements or structural repairs (as reasonably determined by Landlord using standard real estate accounting principles); the cost of accounting services necessary to compute the rent and charges payable by tenants of the Building; fees for management, legal, accounting, inspection and consulting services pertaining to the Building; the cost of guards and other protection services (however, Tenant hereby acknowledges that Landlord shall have no affirmative obligation to provide guards or other protective services to the Building); window washing; hired services; the cost of all charges for cleaning, maintenance and service contracts, and other services with independent contractors and administration fees; costs incurred (capital or otherwise) on a regular recurring basis every three (3) or more years for certain maintenance projects (e.g., visitor parking upkeep and striping or replacement of lobby furniture or elevator car flooring and panels); and the amount paid for premiums for all insurance procured by Landlord to insure the Building as may be required or permitted under this Lease (including, without limitation, business interruption insurance, and if there is a mortgage or deed of trust on the Building, such insurance as may be required by the holder of such mortgage or deed of trust). In addition, if Landlord does not furnish a particular service or work (the cost of which, if furnished by Landlord, would be included in Operating Expenses) to a tenant (other than Tenant) that has undertaken to perform such service or work in lieu of receiving it from Landlord, Operating Expenses, as applicable, shall be considered to be increased by an amount equal to the additional Operating Expense that Landlord would reasonably have incurred had Landlord furnished such service or work to that tenant. Notwithstanding the foregoing, Operating Expenses shall not include the costs of special services rendered to tenants (including Tenant) for which a special or separate charge is made, any costs of preparation of space for new tenants in the Building, any costs borne directly by Tenant under this Lease, leasing commissions, depreciation or interest payments, or debt service payments made to a mortgagee. In the event, during any calendar year, the Building is less than ninety-five percent (95%) occupied at all times, Operating Expenses shall be adjusted to reflect the Operating Expenses of the Building as though ninety-five

INITIALS: Landlord; Tenant

percent (95%) were occupied at all times. Notwithstanding anything to the contrary set forth in this Article 6, when calculating Operating Expenses for the Base Year (as set forth in Section 1.14 above), Operating Expenses shall exclude (a) market-wide labor-rate increases due to extraordinary circumstances including, but not limited to, boycotts and strikes, (b) utility rate increases due to extraordinary circumstances including, but not limited to, conservation surcharges, boycotts, embargoes or other shortages, and (c) amortization of any capital items including, but not limited to, capital improvements, capital repairs and capital replacements (including such amortized costs where the actual improvement, repair or replacement was made in prior years). Landlord shall have the right from time to time to equitably allocate some or all of the Operating Expenses among different tenants of the Building (the "**Cost Pools**"). Such Cost Pools may include, but shall not be limited to the office space tenants of the Building and the retail tenants of the Building, if any.

(b) Landlord agrees to expend as its share of Real Estate Taxes paid for and sustained by Landlord during any calendar year an amount not greater than that specified in Section 1.15. Said sum shall constitute the maximum payable by Landlord as its contribution toward Real Estate Taxes. Real Estate Taxes shall include general and special taxes, assessments, duties and levies, charged and levied upon or assessed against the Building and/or any improvement situated on the real property on which the Building stands, any leasehold improvement, fixtures, installations, additions and equipment used in the maintenance or operation of the Building, whether owned by Landlord or Tenant, not paid directly by Tenant. Further, if at any time during the Lease Term, the method of taxation of real estate prevailing at the time of execution hereof shall be or has been altered so as to cause the whole or any part of the taxes now or hereafter levied, assessed or imposed on real estate to be levied, assessed or imposed upon Landlord, wholly or partially, as a capital levy or otherwise, or on, or measured by the rents received from the Building, then such new or altered taxes attributable to the Premises shall be deemed to be included within the term "**Real Estate Taxes**" for purposes of this paragraph. The reference to "Building" in this subparagraph shall include, as allocated by Landlord, improvements or facilities utilized in common by the Building and other buildings upon or adjacent to the real property on which the Building stands.

(c) Commencing on the Commencement Date, and continuing thereafter during the Lease Term, Tenant shall pay to Landlord monthly in accordance with Section 26.9 below and in advance of the first (1st) day of each month, without notice or demand and without any deduction, offset or abatement, in lawful money of the United States of America, 1/12 of the amount of Tenant's Pro-Rata Share of the Shared Expenses as estimated by Landlord to be incurred for the calendar year in which the monthly payments are to be made. If the Expiration Date is not December 31, the monthly payments owing hereunder during the last partial calendar year of the Lease shall be appropriately adjusted. The term "**Shared Expenses**" shall mean the amount by which Operating Expenses and Real Estate Taxes incurred in any year exceed the amount of Landlord's obligation for the same as specified in Section 1.14 and 1.15 for the Base Year.

(d) Following each calendar year, Landlord shall send to Tenant a "**Landlord's Statement**", which shall set forth the actual amount of Shared Expenses (with the exception of those States in which real estate taxes are billed on other than a calendar year basis, in which event an additional Landlord's Statement with respect to Real Estate Taxes will be based on the Real Estate Tax fiscal year and sent within a reasonable time after Landlord's receipt of Real Estate Tax bills), and shall include Tenant's Pro-Rata Share thereof for the preceding calendar year (or portion thereof) and the estimated amount of Shared Expenses and Tenant's Pro-Rata Share thereof for the calendar year in which the additional Landlord's Statement is given. Landlord's failure to render a Landlord's Statement with respect to any period shall not eliminate or reduce Tenant's obligation to pay Shared Expenses and shall not prejudice Landlord's right to render a Landlord's Statement with respect to any subsequent period. The obligations of Tenant under the provisions of this paragraph with respect to any increase in rent shall survive the expiration or any sooner termination of this Lease. Within fifteen (15) days of Tenant's receipt of Landlord's Statement, Tenant shall pay to Landlord the entire amount of Tenant's Pro-Rata Share of actual Shared Expenses for the prior period covered by Landlord's Statement less the amount of Shared Expenses previously paid by Tenant for said period, plus Tenant shall also then pay to Landlord such amount as is necessary to assure that, through the calendar month in which Landlord's Statement is given, Tenant has paid to Landlord the full amount of estimated Shared Expenses for the calendar year in which Landlord's Statement is given, as if Landlord's Statement were given on January 1 of said calendar year. For each month following for the remainder of said calendar year, Tenant shall pay the monthly estimated Shared Expenses set forth in Landlord's Statement. In the event that the

INITIALS:  Landlord;  Tenant

estimated payments made by Tenant for any calendar year or other applicable period exceed Tenant's Pro-Rata Share of actual Shared Expenses for such calendar year or other applicable period as set forth in Landlord's Statement, then, provided Tenant is not otherwise in default hereunder, the amount of such excess shall be applied by Landlord to the next succeeding installments of monthly estimated payments of Shared Expenses; provided, however, for the last year or portion thereof occurring during the Lease Term, such overpayments shall be promptly refunded to Tenant, less any sums due Landlord.

6.3 Statements. All reasonable determinations by Landlord pursuant to this Article 6 shall be presumed to be correct. Until Tenant is advised of the adjustment in its obligation to pay Shared Expenses, if any, pursuant to the provisions of Section 6.2(d), Tenant's monthly rental shall continue to be paid at the then current rent (including all prior adjustments thereto pursuant to this Lease). Upon written notice to Landlord of not less than fifteen (15) business days, Tenant shall have the right to review the documentation relied upon by Landlord relating to the computation of Shared Expenses, which review shall occur at the location specified in Section 1.11(b). In computing Shared Expenses, no cost or expense may be accounted more than once, any expenses which are paid by the proceeds of insurance shall be excluded and any expenses which are separately metered or billed directly to and separately paid by any other tenant shall be excluded. Within one hundred twenty (120) days after receipt of the subject Landlord's Statement by Tenant and not less than thirty (30) days' prior written notice to Landlord and provided Tenant is not in default hereunder, Tenant shall have the right to cause an audit to be made of Landlord's computation of Shared Expenses, at the location of the Building or such other location in the Parish of Orleans, Louisiana as may be designated by Landlord, at Tenant's sole expense, not more frequently than once per calendar year. Such audit shall be conducted by an accountant which is a member of a nationally or regionally recognized accounting firm reasonably acceptable to Landlord; provided, however, in no event shall any such audit be conducted by a company, which as a fee, receives a percentage of any recovery. Tenant agrees that Tenant and such accountant shall keep all information obtained during any such audit strictly confidential; provided, however, Tenant may disclose such information (a) to the extent necessary in any lawsuit requiring such disclosure, (b) to its consultants, or (c) as required by law. A copy of the audit report shall be furnished by Tenant to Landlord regardless as to whether the audit discloses any overpayment or underpayment of Shared Expenses by Tenant. Tenant shall not be entitled to withhold or deduct any portion of Base Rent or Additional Rent during the pendency of any such audit. Any errors disclosed by such audit shall be promptly corrected, provided that Landlord shall have the right to cause another independent audit to be made of such computations, and in the event of a disagreement between the auditors, the audit disclosing the least amount of deviation from Landlord's original computations shall be conclusively deemed to be correct. The provisions of this Section shall be the sole method to be used by Tenant to dispute the amount of Shared Expenses payable by Tenant under this Lease, and Tenant waives any other rights or remedies relating thereto.

7. SECURITY DEPOSIT – INTENTIONALLY DELETED

8. USE

8.1 Use. The Premises shall be used and occupied as administrative office space only, provided that the foregoing shall not be construed as a representation or guarantee by Landlord that the Premises is suitable for Tenant's purposes. As a material condition for Landlord entering into this Lease, Tenant represents and warrants to Landlord that Tenant shall not use, or permit any part of the Premises or other part of the Building to be used, for the purpose of detaining, questioning, interrogating, taking into custody, booking, or otherwise confining individuals in restraints, by force, or otherwise, irrespective of whether such activities are in furtherance of law enforcement activity. Tenant shall not use the Premises or any part of the Building as an extension of any police district.

8.2 Compliance with Law. In the event it is determined by the applicable governmental unit that the Premises violates any building code, regulation or ordinance in effect as of the date of this Lease, then it shall be the obligation of Landlord, after written notice from Tenant which shall include a copy of the governmental unit's determination, to promptly, at Landlord's sole cost and expense, rectify any such violation except to the extent such violation is attributable to Tenant's use or occupancy of the Premises or any alteration thereof (in which event Tenant shall be solely responsible to rectify any such violation at its sole cost and expense). In the event Tenant does not give to Landlord written notice of any such violation within thirty (30) days from the

INITIALS:  Landlord;  Tenant

Commencement Date, it shall be conclusively deemed that such violation, whether the same is patent or latent, did not exist and the correction of the same shall be the obligation and expense of Tenant at the direction of Landlord.

8.3 Waste and Nuisance. Tenant shall not commit, suffer or permit any waste, damage, disfiguration or injury to the Premises, the common areas of the Building, or the fixtures and equipment located therein or thereon. Tenant shall not permit or suffer any overloading of the floors thereof, and shall not place therein any heavy business machinery, safes, computers, data processing machines, or other items heavier than customarily used for general office purposes without first obtaining the written consent of Landlord. Tenant shall not use or permit to be used any part of the Building for any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance, noise, action, or disturbance of other tenants, in, at or on the Premises.

8.4 Condition of Premises / Waiver. Tenant hereby acknowledges that it has inspected the Premises prior to executing this Lease. Subject to the provisions of Section 8.2 hereof and the completion of Landlord's work described in Section 9.2 hereof, (i) Tenant hereby acknowledges and agrees that the Premises is satisfactory to Tenant in all respects; and (ii) Tenant hereby accepts the Premises and the Building in their present "**AS IS, WHERE IS**" and "**WITH ALL FAULTS**" condition. Landlord has made no, and does not make any, representations or warranties to Tenant regarding the physical condition of the Premises, or that the Premises is fit for Tenant's intended purpose. Likewise, Tenant knowingly waives any warranty regarding the physical condition of the Premises, or that the Premises is fit for Tenant's intended purpose that may be provided under Louisiana law. Landlord further expressly disclaims all representations and warranties, express, implied or statutory, with respect to the Premises and any and all leasehold improvements and fixtures contained therein. Tenant further acknowledges and agrees that, except for Landlord's obligations under Section 8.2 hereof, Landlord has no obligation to install or construct any leasehold improvements or to make any alterations or modifications to the Premises. Tenant shall be solely responsible for the condition of the Premises. In addition, except as provided in Section 8.2, Tenant shall at Tenant's expense, comply promptly with all applicable laws, statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the Lease Term or any part of the term hereof regulating the use or alteration by Tenant of the Premises.

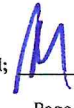
8.5 Insurance Cancellation. Notwithstanding the provisions of Section 8.1 hereinabove, no use shall be made or permitted to be made of the Premises, nor acts done which will cause the cancellation of any insurance policy covering said Premises or the Building, and if Tenant's use of the Premises causes an increase in said insurance rates, Tenant shall pay any such increase as Additional Rent, which, together with interest on any amount paid (at the interest rate set forth in Section 25.4) therefor by Landlord, shall be payable by Tenant on the next succeeding date on which a Base Rental payment is due. Notwithstanding anything further to the contrary confirmed herein, Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Administration (formerly the National Board of Fire Underwriters) and with any similar body.

8.6 Landlord's Rules and Regulations. Tenant shall faithfully observe and comply with the reasonable rules and regulations that Landlord shall from time to time promulgate, including without limitation any rules and regulations attached to this Lease as **Exhibit "D"**, which are hereby incorporated wherein by this reference ("**Rules and Regulations**"). Landlord reserves the right from time to time to make all reasonable modifications to the Rules and Regulations. The additions and modification to the Rules and Regulations shall be binding upon Tenant upon Landlord giving notice of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by any other tenants or occupants.

9. LANDLORD'S SERVICES

9.1 Basic Services. Subject to any law, rule or governmental order or regulation, and further subject to any circumstance beyond the control of Landlord, and provided that Tenant is not in default of the Lease, Landlord shall furnish the following services, the cost of which shall, except as provided below, be included in Operating Expenses, subject to the terms below:

(a) Air conditioning and heat, whichever be required, from 6 a.m. to 6 p.m., Monday through Friday and 6 a.m. through 1 p.m. on Saturday, excluding the following holidays:

INITIALS:  Landlord;  Tenant

Mardi Gras Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. At Tenant's request (which request should be made to the management office of the Building at least twenty-four (24) hours in advance) and with Landlord's prior approval, Landlord may furnish the services described in this Section 9.1(a) at times other than specified in this Section 9.1(a), provided that Tenant shall pay the entire cost of such after-hours usage as reasonably determined by Landlord as Additional Rent, notwithstanding the fact that such services may also benefit portions of the Building other than the Premises. The present rate for after hour air conditioning or heating is \$100.00 per hour per floor;

(b) Hot and cold water for lavatory purposes and electric current for lighting the Premises and for ordinary office appliances and office machines only. Tenant shall not connect with any electric current except through existing electrical outlets in the Premises. Tenant will not without the prior written consent of Landlord use any apparatus or device in the Premises which will in any way increase the amount of electricity usually furnished or supplied for use of the Premises as general office space, including but not limited to, separate air conditioning, heating, HVAC units, digital presses, medical equipment, or servers providing connectivity to users outside of the Premises. If, in Landlord's sole discretion, the amount of electrical usage exceeds that required for general office usage (as determined in Landlord's sole but good faith opinion), Landlord may install a meter to monitor the amount of electrical current used by Tenant, and Tenant shall pay as Additional Rent for the electrical current consumed in the Premises, based upon such consumption of electrical current measured by the meter, and the cost of installation and maintaining the meter;

(c) General day-to-day janitorial service (excluding carpet shampooing and hard surface floor waxing) five (5) days a week except for the holidays set forth in Section 9.1(a), and elevator service consistent with industry practices for elevators in office buildings similar to the Building. If, in Landlord's sole but good faith discretion, the amount of janitorial service required by Tenant exceeds that required for general office usage (as determined by extra Janitorial charges from the Janitorial vendor contracted in the Building), Tenant shall pay as Additional Rent for the actual janitorial services required for the Premises.

(d) Tenant agrees that Landlord shall be the sole and exclusive representative with respect to, and shall maintain exclusive control over, the reception, utilization and distribution of water and electrical power, regardless of point or means of origin, use or generation. Tenant shall not have the right to contract directly with any provider of water or electrical power or services.

(e) In the event that Tenant is delinquent in making any amount due under this Lease for a period of fifteen (15) days or more after it shall become due, Landlord may discontinue furnishing any or all of the services described in this Section 9.1 until all arrears of rental payments, plus interest and late charges and any other sums due under this Lease, shall have been paid in full.

9.2 Refurbishing of Premises. Landlord will not make any alterations, improvements or refurbishment of the Premises unless requested in writing by Tenant and approved in writing by Landlord and the cost and expense of such additional alterations, improvements and refurbishment of the Premises shall be paid by Tenant at its sole expense.

9.3 Interruption of Services. Landlord reserves the right from time to time to install, use, maintain, repair, replace and relocate service to the Premises and other parts of the Building, and to alter or relocate any other facility in the Building. Interruption or curtailment of any service maintained in the Building, if caused by strikes, mechanical difficulties, actions of Landlord under the first sentence of this Section 9.3, or for any other reason beyond Landlord's control, shall not entitle Tenant to any claim against Landlord or to any abatement in rent, nor shall the same constitute constructive or partial eviction. Unless due to the gross negligence of Landlord (but subject to Section 13.5 below), Landlord shall not be liable to Tenant for any injury or damage resulting from defects in the plumbing, heating, or electrical systems in the Building or for any damage resulting from water seepage into the Building or for any act or failure to act by any other Tenants at the Building or for any damage resulting from wind storm, hurricane or rain storm.

10. MAINTENANCE, REPAIRS AND ALTERATIONS

10.1 Landlord's Obligations. Subject to the provisions of Sections 8.2 and 14, and except for damage caused by any negligent or intentional act or omission of Tenant, Tenant's

INITIALS:  Landlord;  Tenant

agents, employees, representatives, customers or invitees, and any other business or individual associated or affiliated with, contracted to, providing equipment for Tenant's use or working on behalf of Tenant, in which event Tenant shall repair the damage, at its sole expense, Landlord shall keep in good order, condition and repair (a) the structural portions of the Building, (b) the basic HVAC, mechanical, plumbing and electrical systems (provided, however, that Landlord's obligation with respect to any such systems shall be to repair and maintain those portions of the systems located in the core of the Building or in other areas outside of the Premises, but Tenant shall be responsible to repair and maintain any distribution of such systems throughout the Premises), (c) and those portions of the Building which are not occupied or leased by any tenant, and all costs incurred by Landlord in making any such repairs or performing such maintenance shall be Operating Expenses as defined in Section 6.2, provided that Landlord shall have no obligation to perform any act which is the obligation of Tenant or any other tenant in the Building. Tenant expressly waives the benefits of any applicable statute now or hereafter in effect, which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair. Other than as specifically provided in this Section 10.1, Landlord shall not be obligated to make any repairs or improvements of any kind, in, upon, about, or to the Premises or the Building.

10.2 Tenant's Obligations. Subject to the provisions of Sections 8.2, 10.1 and 14, Landlord, at Tenant's expense (which amount shall be an Operating Expense to the extent permitted), shall keep in good order, condition and repair the Premises and every part thereof including, without limiting the generality of the foregoing, all plumbing, electrical and lighting facilities and equipment within the Premises, fixtures, light bulbs, interior walls and interior surfaces of exterior walls, ceilings, windows, doors, plate glass and skylights located within the Premises. All repairs made by Tenant, if any, shall be at least of the same quality, design and class as that of the original work. Tenant agrees that it will abide by, keep and observe all reasonable rules and regulations which Landlord may make from time to time for the management, safety, care and cleanliness of the Building and grounds, the parking of vehicles and the preservation of good order therein as well as for the convenience of other occupants and tenants of the Building. Notwithstanding the foregoing, all damage or injury to the Building or to the Premises, fixtures, appurtenances and/or equipment caused by Tenant moving property in or out of the Building or the Premises or by Tenant's installation or removal of furniture, fixtures, or other property, or from any other cause of any kind or nature whatsoever due to carelessness, omission, neglect, improper conduct, or other cause of Tenant, its agents, employees, invitees, contractors or subcontractors shall be repaired, restored, or replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord.

10.3 Surrender. On the last day of the Lease Term or on any sooner termination or date on which Tenant ceases to possess the Premises, Tenant shall remove its trade fixtures, furnishings, equipment and any cabling installed by or at Tenant's request that is not contained in protective conduit or metal raceway, and surrender the Premises to Landlord in good and clean condition, ordinary wear and tear excepted. Prior to such surrender, the Tenant shall repair any damage to the Premises occasioned by its removal of trade fixtures, furnishings, equipment and cabling and repair of any structural or other damage in connection therewith.

10.4 Alterations and Additions.

(a) Tenant shall not, without Landlord's prior written consent, make any alterations, improvements or additions (referred to collectively herein as "**Alterations**") in, on or about the Premises. Landlord may require that Tenant remove any or all of said Alterations at the expiration of the Lease Term or such other time at which Tenant ceases to possess the Premises, and restore the Premises to their prior condition. Should Tenant make any Alterations without the prior approval of Landlord, Landlord may require that Tenant immediately remove any or all of such items and/or Landlord may declare a default by Tenant under this Lease. Except in connection with normal interior decorating of the Premises, Tenant shall not place any holes in any part of the Premises, and in no event shall Tenant place in or about the Premises any exterior or interior signs or interior drapes, blinds, or similar items visible from the outside of the Premises without the prior written approval of Landlord.

(b) Any Alterations in, on or about the Premises that Tenant shall desire to make shall be presented to Landlord in written form with proposed detailed plans. If Landlord shall give its consent, the consent shall be deemed conditioned upon Tenant acquiring a permit to do the work from appropriate governmental agencies, the furnishing of a copy thereof to Landlord

INITIALS:  Landlord;  Tenant

prior to the commencement of the work and the compliance by Tenant with all conditions of said permit and with all specifications in the plans in a prompt and expeditious manner. Tenant shall not permit any of the work to be performed by persons not currently licensed under any applicable licensing laws or regulations pertaining to the types of work to be performed. Landlord shall not be deemed unreasonable in the exercise of its discretion for withholding approval of any Alterations which involve or might affect any structural or exterior element of the Building, any area or element outside of the Premises, or any facility serving any area of the Building outside of the Premises, or which will require unusual expense to re-adapt the Premises to normal office use on the termination or expiration of the Lease, unless in the latter case Tenant either desires to or is required to make repairs or Alterations in accordance with this Lease, Landlord may require Tenant, at Tenant's sole cost and expense, to obtain and provide to Landlord a lien and completion bond (or such other applicable bond as determined by Landlord) in an amount equal to one and one-half (1-1/2) times the estimated cost of such improvements, to insure Landlord against liability including but not limited to liability for mechanic's and materialmen's liens and to insure completion of the work.

(c) Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or the Building. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in, on or about the Premises, and Landlord shall have the right to post notices of non-responsibility in, on or about the Premises as provided by law. Tenant shall have no power or authority to do any act or make any contract which may create or be the basis for any lien upon the interest of Landlord, the Premises or the Building, or any portion thereof. If any mechanics or other lien or any notice of intention to file a lien shall be filed or delivered with respect to the Premises or the Building, based upon any act of Tenant or of anyone claiming through Tenant, or based upon work performed or materials supplied allegedly for Tenant, Tenant shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing or delivery thereof. If Tenant has not so canceled the lien within fifteen (15) days as required herein, Landlord may pay such amount, and the amount so paid together with interest thereon (at the interest rate set forth in Section 25.4) from the date of payment and all legal costs and charges, including attorney's fees, incurred by Landlord in connection with said payment and cancellation of the lien or notice of intent shall be Additional Rent and shall be payable on the next succeeding date on which an installment of Base Rent is due. Landlord may, at its option and without waiving any of its rights set forth in the immediately preceding sentence, permit Tenant to contest the validity of any such lien or claim, provided that in such circumstances Tenant shall at its expense defend itself and Landlord against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against Landlord, the Premises or the Building, provided further that Landlord may at any time require Tenant to deposit with the court exercising jurisdiction over such claim, such amount as may be necessary under applicable statutes to cause the release and discharge of the lien, and if Tenant shall not immediately make such payment upon the request of Landlord, Landlord may make said payment and the amount so paid, together with interest thereon from the date of payment and all legal costs and charges, including attorney's fees, incurred by Landlord in connection with said payment shall be deemed Additional Rent and shall be payable on the next succeeding date on which an installment of Base Rent is due. In addition, Landlord may require Tenant to pay Landlord's attorney fees and costs in participating in such action if Landlord shall decide it is in its best interest to do so. Nothing herein contained shall be construed as a consent on the part of Landlord to subject the interest and estate of Landlord to liability under any lien law of the state in which the Premises are situated, for any reason or purpose whatsoever, it being expressly understood that Landlord's interest and estate shall not be subject to such liability and that no person shall have any right to assert any such lien.

(d) Unless Landlord requires their removal, as set forth in Section 10.4(a), all Alterations which may be made on the Premises shall, at the expiration of the Lease Term or such other time at which Tenant ceases to possess the Premises, become the property of Landlord and remain upon and be surrendered with the Premises. Notwithstanding the provisions of this Section 10.4(d), Tenant's trade fixtures, personal property, machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Tenant and may be removed by Tenant subject to the provisions of Section 10.3 hereof, provided that Tenant is not in default under this Lease at the time Tenant ceases to possess the Premises.

INITIALS:  Landlord;  Tenant

11. TENANT'S USE OF PUBLIC AREAS

Tenant's non-exclusive use of the public areas described in Section 2.2 shall be subject to the Rules and Regulations and such other reasonable rules and regulations as may be promulgated by Landlord from time to time pursuant to Section 8.6. Tenant agrees to repair at its cost all damages to the public areas outside of normal deterioration, occasioned by its gross negligence or intentional misconduct of its officers, agents, representatives, customers, employees or invitees and any other business or individual associated or affiliated with, contracted to, providing equipment for Tenant's use or working on behalf of Tenant.

12. TAXES AND TELEPHONE

12.1 Personal Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon leasehold improvements, fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere. If Tenant shall cause said leasehold improvements, trade fixtures, furnishings, equipment and all other personal property to be assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to Tenant within ten (10) days after receipt of a written notice from Landlord setting forth the taxes applicable to Tenant's property, and if Tenant fails to do so, Landlord may make such payment and the amount so paid, together with interest thereon (at the interest rate set forth in Section 25.4) from the date paid, shall be Additional Rent and shall be due and payable to Landlord on the next succeeding date on which an installment of Base Rent is due.

12.2 Evidence of Payment. Tenant shall promptly deliver to Landlord, upon Landlord's written request, receipts for payments of all taxes, charges, rates, dues, assessments and licenses in respect of all improvements, equipment and facilities of Tenant on or in the Premises, which were due and payable within a period up to one (1) year prior to Landlord's making such request.

12.3 Telephone. Tenant shall separately arrange and pay for the furnishing of and use of all telephone services as Tenant may deem necessary for its use of the Premises, and Landlord shall have no liability in connection therewith.

13. INSURANCE AND INDEMNITY

13.1 Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the Lease Term a commercial general liability policy of bodily injury and property damage insurance, insuring Tenant, and Tenant shall cause Landlord to be named as an additional insured on such commercial general liability policy. Such insurance shall be in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2 million aggregate limits. The limits of said insurance shall not, however, limit the liability of Tenant. Tenant may self-insure and/or obtain excess insurance coverage for the requirements listed herein. Tenant shall cause any contractor or vendor hired or engaged by Tenant to provide evidence of liability insurance to Landlord with limits not less than the limits stated above and naming Landlord as an additional insured.

13.2 Property Insurance. Tenant shall also obtain and keep in force during the Lease Term, at Tenant's expense, "All Risk" insurance coverage, which shall include fire and extended coverage and coverage for sprinkler leakage. This policy shall insure all personal property of every description and kind owned by the Tenant and located in the Building, and all fittings, installations, fixtures, carpeting, flooring, and other leasehold improvements made by Landlord, in an amount deemed commercially for their full replacement value. Such insurance shall name Landlord as an additional insured. Tenant may self-insure and/or obtain excess insurance coverage for the requirements listed herein. Tenant agrees to look solely to such insurance as compensation for any losses to Tenant's personal property sustained in the Building for any reason and agrees to hold Landlord harmless for same.

13.3 Other Forms of Insurance. Tenant shall also obtain and keep in force during the Lease Term, at Tenant's expense (i) worker's compensation and employer's liability insurance, in statutory amounts and limits, covering all persons employed in connection with any work done on or about the Premises for which claims for death or bodily injury could be asserted against Landlord, Tenant or the Premises, (ii) business interruption, loss of income and extra expense insurance covering all perils, failures or interruptions, and (iii) any other forms of insurance as Tenant or Landlord or the mortgagees of Landlord may reasonably require from time to time, in

INITIALS:  Landlord;  Tenant

form, amounts and for insurance risks against which a prudent tenant would protect itself, but only to the extent such risks and amounts are available in the insurance market at commercially reasonable costs. Tenant may self-insure and/or obtain excess insurance coverage for the requirements listed herein.

13.4 Insurance Policies. Unless Tenant is self-insured, insurance required by Tenant hereunder shall be in companies rated A- or better as rated by A.M. Best Company or which is otherwise acceptable to Landlord and licensed to do business in the State of Louisiana and shall name Landlord as an additional insured under such policy. Tenant shall deliver to Landlord prior to taking possession of the Premises copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable and additional insured clauses reasonably satisfactory to Landlord. Failure to deliver such policies, or Landlord's failure to request such policies, shall not negate Tenant's insurance obligations under this Section 13. All insurance required by Tenant hereunder shall be primary as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to Landlord. Tenant shall, prior to the Commencement Date and at least thirty (30) days prior to the expiration of such policies, furnish Landlord with copies of all policies or certificates thereof. If Tenant shall fail to procure and maintain the insurance required hereunder, or to deliver such policies or certificates, Landlord, at its sole election may (i) procure such insurance and charge the cost thereof to Tenant, which amount, together with interest thereon at the interest rate set forth in Section 25.4 below, shall be Additional Rent and shall be payable within five (5) days after delivery to Tenant of bills therefor, or (ii) deny Tenant the right to occupy the Premises until such time as Tenant delivers such policies or certificates (which denial shall have no effect upon the Commencement Date or Expiration Date). Tenant shall not do or permit to be done anything, which shall invalidate the insurance policies referred to in Section 13.1. Tenant shall forthwith, upon Landlord's demand, reimburse Landlord for any additional premiums attributable to any act or omission or operation of Tenant causing an increase in the cost of insurance.

13.5 Waiver of Subrogation. Tenant and Landlord each waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other for loss or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insurable under any policy of all-risk property damage or loss of income and extra expense insurance. The foregoing waiver shall apply to any deductible maintained by Tenant. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease and obtain policies of insurance, if obtainable, which shall include a waiver by the insurer of all right of subrogation against Landlord or Tenant in connection with any loss or damage thereby insured against.

13.6 Indemnity and Hold Harmless. Tenant assumes sole responsibility for the condition of the Premises, any personal injuries occurring in the Premises, and for any property located in the Building. Additionally, Tenant shall and does hereby release, indemnify, defend and hold harmless Landlord, its parent, officers, directors, agents, employees, members, managers, insurers, subsidiaries, affiliates, successors and assigns, (hereinafter collectively referred to as "Landlord Indemnitees") against any and all liability, claims, demands, losses, suits, liens, causes of action of every kind and character and the costs thereof including, without limitation, court costs, any other litigation expenses, attorneys' fees, settlements and judgments, for personal injury (including, but not limited to, claims, demands, or suits for bodily injuries, emotional and psychological injuries, illnesses, diseases, death, loss of services, loss of society, diminished earnings capacity, maintenance and cure, wages or worker's compensation) or property loss or damage which may be brought against Landlord Indemnitees by Tenant and Tenant's employees, which are alleged to arise out of, or in connection with, their presence in the Building. Tenant agrees to defend and indemnify Landlord Indemnitees whether the suit or claims are occasioned, brought about, or caused in whole or in part by the negligence, fault or strict liability of Landlord Indemnitees. Tenant also agrees to indemnify the Landlord Indemnitees for all costs, expenses and attorneys' fees incurred by Landlord Indemnitees in the enforcement of this Article. Tenant's indemnity obligations under this Lease shall survive termination of this Lease.

13.7 Exemption of Landlord from Liability. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any lost profits, lost revenue, loss of business opportunity or loss of income therefrom, including without limitation from any relocation by

INITIALS:  Landlord;  Tenant

Landlord of Tenant within the Building (except as expressly provided otherwise in Section 20), or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, representatives, agents, invitees, customers or any other person in, on or about the Premises or Building, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, representatives, agents, customers, or invitees. Tenant agrees to defend and indemnify Landlord for any such loss. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the Building. Tenant hereby assumes all risk of damage to property or injury to persons in, on or about the Premises or the Building from any cause and Tenant hereby waives all claims in respect thereof against Landlord, excepting where said damage arises out of the gross negligence of Landlord. Tenant agrees to indemnify landlord for any such loss.

14. DAMAGE OR DESTRUCTION

14.1 Option to Terminate Lease. If the Premises or any part of the Building shall be damaged or destroyed by fire or other casualty, Landlord may, at its option, elect to terminate this Lease by giving notice to the Tenant within ninety (90) days after Landlord receives actual notice of the fire or other casualty, and thereupon the Lease Term of this Lease shall expire by lapse of time upon the tenth (10th) day after such notice is given. If this Lease is terminated pursuant to the preceding sentence, then Tenant shall assign to Landlord all insurance proceeds relating to any leasehold improvements required to be insured hereunder by Tenant. Instead of exercising said option, Landlord may elect to repair or restore the Premises and/or Building to substantially the same condition as existed before such damage or destruction except for modifications required by zoning and building codes and other laws or any other modification as deemed desirable by Landlord; provided, however, Landlord will have no obligation to repair or restore (i) non-Building standard leasehold improvements, or (ii) any items that Tenant or any other tenant or occupant of the Building is required to insure under Section 13.2 above or such other tenant's or occupant's lease or occupancy agreement with Landlord. Upon electing to repair or restore, Landlord may proceed with reasonable dispatch to perform the necessary work, and the Base Rent to be paid by Tenant pursuant to this Lease shall be abated on the basis of the relation to which the rentable square footage of the portion of the Premises which is untenable and not utilized by Tenant as a result of such fire or casualty bears to the rentable square footage of the entire Premises. The foregoing abatement of Base Rent shall commence on the date of the occurrence of such fire or casualty and continue until the earlier of the date upon which (a) such repair or restoration work required to be performed by Landlord pursuant to this Section 14.1 is completed, or (b) Tenant re-opens the untenable part of the Premises. Upon completion of Landlord's repair or restoration work required to be performed pursuant to this Section 14.1, Tenant shall repair or restore any leasehold improvements required to be insured by Tenant. Landlord shall not be liable to Tenant for any delay which arises by reason of labor strikes, adjustments of insurance or any other cause beyond Landlord's control, and in no event shall Landlord be liable for any loss of profits or income. Notwithstanding the foregoing, there shall be no abatement, apportionment or reduction in the rental obligations of Tenant if the damage or destruction is caused by the Tenant or Tenant's agents, representatives, employees, customers or invitees.

14.2 Intentionally Deleted

14.3 Fault of Tenant: Landlord may exercise its option to repair or restore as described in Section 14.1 even if such damage or destruction is due to the fault or neglect of Tenant, Tenant's agents, representatives, employees, customers or invitees, but in such event Landlord's election to repair or restore shall be without prejudice to any other rights and remedies of Landlord under this Lease, and there shall be no apportionment or abatement of any rent of any kind and Landlord shall not be liable for any other loss to Tenant of any nature whatsoever.

14.4 Obligations of Tenant. Except as provided in this Section 14, none of Tenant's obligations under this Lease shall be affected by any damage or destruction of the Premises by any cause whatsoever. Tenant hereby expressly waives any and all rights it might otherwise have under any law, regulation or statute, which would act to modify the provisions of the immediately preceding sentence including any law, regulation or provision with respect to termination rights arising from a damage or destruction.

15. CONDEMNATION

If the Premises are taken under any public or private power of eminent domain, or sold by Landlord under the threat of the exercise of said power (all of which is herein referred to as

INITIALS:  Landlord;  Tenant

"condemnation"), or if any portion of the Building is so condemned so that it would not be practical, in Landlord's judgment, to continue to maintain the Building, this Lease shall terminate as of the date the condemning authority takes title or possession, whichever occurs first. If only a portion of the Premises are so condemned, Landlord shall have the right, if more than sixty percent (60%) of rentable square feet of the Premises are so condemned, to terminate this Lease as of the date the condemning authority takes title or possession, whichever occurs first, by Landlord's giving written notice of such termination to Tenant not later than thirty (30) days after said date, but should Landlord elect not to so terminate this Lease, the Lease shall remain in full force and effect as to the portion of the Premises not so taken, and Tenant's rental obligations shall be reduced proportionately to reflect the number of rentable square feet remaining in the Premises, and such rental reduction, if any, shall take effect as of the date which is thirty (30) days after the date of which the condemning authority takes title or possession, whichever first occurs. If repairs or restorations to that portion of the Premises not so taken are deemed necessary by Landlord to render such portion reasonably suitable for the purposes for which it was leased, as determined by Landlord, Landlord shall perform such work at its own cost and expense but in no event shall Landlord be required to expend any amount greater than the amount received by Landlord as compensation for the portion of the Premises taken by the condemner. All awards for the taking of any part of the Premises or any payment made under the threat of the exercise of power of eminent domain shall be the property of Landlord, whether made as compensation for diminution of value of this leasehold or for the taking of the fee or as severance damages. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof, except that any award or other compensation made for any taking is subject to the rights of the first mortgagee up to the amount of its lien and of any junior mortgagee, as may be permitted by the first mortgagee, up to the full amount of such junior lien; provided, however, that Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property and/or for the interruption of or damage to Tenant's business; provided, further however, that no such claim by Tenant shall diminish or adversely affect Landlord's award. In no event shall Tenant have or assert a claim for the value of any unexpired term of this Lease. Tenant hereby waives any and all rights it might otherwise have pursuant to any Louisiana law, statute or ordinance now or hereafter in effect, to seek termination of this Lease in the event of a taking, it being the intent of the parties that the provisions of Article 15 of this Lease shall govern the rights of the parties in such event.

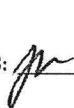
16. ASSIGNMENT AND SUBLETTING

There is no assignment or subletting permitted under this Lease.

17. DEFAULTS; REMEDIES

17.1 Defaults. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- (a) The vacating or abandonment of the Premises by Tenant; or
- (b) The failure by Tenant to make any payment of Base Rent, Additional Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of thirty (30) days; or
- (c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in paragraphs (a) and (b) above, where such failure shall continue for a period of thirty (30) business days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default as determined by Landlord is such that more than thirty (30) business days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure as soon as possible within said thirty (30) business day period and thereafter diligently prosecutes such cure to completion, and in any case completes said cure within twenty (20) business days after the aforesaid written notice; or
- (d) (i) The insolvency of the Tenant or any guarantor or the execution by the Tenant or any guarantor of an assignment for the benefit of creditors, or the convening by Tenant or any guarantor of a meeting of its creditors, or any class thereof, for the purposes of effecting a moratorium upon or extension or composition of its debts; or the failure of the Tenant or any

INITIALS:  Landlord;  Tenant

guarantor to generally pay its debts as they mature; or (ii) the filing by or for reorganization or arrangement of Tenant or any guarantor under any law relating to bankruptcy (unless in the case of a petition filed against Tenant or any guarantor, the same is dismissed within sixty (60) days); or (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease or of substantially all of any guarantor's assets, where possession is not restored to Tenant or the guarantor within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease or of substantially all of any guarantor's assets, where such seizure is not discharged within thirty (30) days; or

(e) A violation by Tenant under any other lease or agreement with Landlord relating to the Building, which is not cured within the time permitted for cure thereunder.

Any notice sent by Landlord to Tenant pursuant to this Section 17.1 shall be in lieu of, and not in addition to, any notice required under applicable law.

17.2 Remedies in Default.

(a) Eviction from the Premises. In the event of any such default or breach by Tenant, Landlord shall have the right at any time thereafter, to terminate this Lease, and file a Rule to Show Cause why possession of the Premises should not be delivered to Landlord. Tenant hereby consents to the joining of Landlord's claim for possession of the Leased Premises with any other claims that Landlord may have against Tenant, including any claims by Landlord against Tenant for payment of any sums due under the Lease.

(b) Acceleration of All Sums Due under the Lease. In the event of default or breach by Tenant, Landlord may, in lieu of termination of the Lease, accelerate all payments of Base rent, Additional Rent, and any other sums due under the Lease by making demand upon Tenant for all payments due under the Lease through the Lease term. Should Tenant fail to pay all sums due under the Lease through the Lease Term within five (5) business days after written notice to Tenant, Landlord may commence a lawsuit for payment of all sums due under the Lease, including accelerated Base Rent, accelerated Additional Rent, and any other sums payable under the Lease, through the Lease Term.

(c) Abandonment. Tenant agrees that Landlord has the right to deem the Premises abandoned if all of the following have occurred: (i) Landlord has not observed Tenant in the Premises for a period of at least thirty (30) consecutive days; (ii) Tenant has not made any payment to Landlord in thirty (30) consecutive days; (iii) Landlord has not been able to contact Tenant during business hours (Monday-Friday, 9:00 a.m. to 5:00 p.m.) via telephone or in person using commercially reasonable efforts; and (iv) Tenant has not notified Landlord in writing to advise it that it does not intend to abandon the Premises. In the event of abandonment of the Premises by Tenant, Landlord shall have the right, but not the obligation, to terminate the Lease, re-enter the Premises, remove any property belonging to the Tenant, change the locks of the Premises, and re-let the Premises to a new tenant in order to mitigate Landlord's damages. Tenant agrees to defend, indemnify, and hold Landlord harmless for any damage to any property removed by Landlord following the occurrence of items (i) through (iv) above, or any other damages incurred by Tenant (including damages for conversion), and shall reimburse Landlord for all costs associated with removal of its property from the Premises.

(d) Should Landlord at any time terminate this Lease for any default or breach, in addition to any other remedies it may have, it may recover from Tenant the following:

(i) All unpaid Base Rent, Additional Rent (including late fees) accruing through the date of termination of the Lease; plus

(ii) Reimbursement of all costs of the Tenant Improvements advanced to Tenant (if any), but only up to the amortized portion remaining on the lease and to the extent such sums were actually incurred and paid by Landlord; plus

(iii) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses

INITIALS:  Landlord;  Tenant

incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and

(iv) . Tenant agrees that Landlord may, without notice to Tenant, apply any portion or all of its Security Deposit to any outstanding sums alleged to be owed by Tenant to Landlord under the Lease.

Seizure and Sale / Authority to Act as Keeper. INTENTIONALLY DELETED.

(c) Each of the remedies set forth hereinabove in this Section 17 shall not be exclusive, but rather shall be considered cumulative with any other legal or equitable remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises are located. To the extent such waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Lease. Suit or suits for the recovery of the amount of damages set forth hereinabove may be brought by Landlord, from time to time, at Landlord's election, and nothing herein shall be deemed to require Landlord to await the date whereon this Lease or the Lease Term hereof would have expired had there been no event of default. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding an amount equal to the maximum allowed by any statute or rule of law governing such proceeding and in effect at the time when such damages are to be proved, whether or not such amount be greater, equal to or less than the amounts recoverable, either as damages or rent, referred to in any of the preceding provisions of this Section.

17.3 Form of Payment After Default. Following the occurrence of an event of default by Tenant, Landlord shall have the right to require that any or all subsequent amounts paid by Tenant to Landlord hereunder, whether to cure the default in question or otherwise, be paid in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, or by other means approved by Landlord, notwithstanding any prior practice of accepting payments in any different form.

17.4 No Waiver of Redemption by Tenant. Nothing herein shall be deemed to constitute a waiver of Tenant's right to redeem, by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

17.5 Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within thirty (30) days after receipt of written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises, specifying the manner in which Landlord has failed to perform such obligation; provided however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance as determined by Landlord, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion; provided further that Landlord's obligation to perform any act under this Lease shall be excused for any period of time during which Landlord is prevented from performing because of any circumstance beyond Landlord's control. Tenant's remedies upon Landlord's default are further limited by Section 18.3 and 25.2 below and in no event shall Tenant be entitled to terminate this Lease or recover consequential damages as a result of any default by Landlord.

17.6 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if the Tenant fails to provide a Purchase Order for invoicing without cause or if any installment of Base Rent, Additional Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after such amount is due, then Tenant shall immediately pay to Landlord a late charge equal to ten percent (10%) of such overdue amount or the sum of One Hundred and No/100 Dollars (\$100.00), whichever is greater. No late charges shall apply unless the Landlord has properly invoiced the Tenant as required in Section 26.9 below. In the instance where ten (10) days after such amount is due falls on a weekend or building sanctioned holiday, Tenant must make payment no later than 2 PM on the preceding business day. The parties hereby agree that such late charge represents a fair and reasonable estimate of the cost

INITIALS:  Landlord;  Tenant

Landlord will incur by reason of late payment by Tenant and is in addition to interest due under Section 25.4. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, or prevent Landlord from exercising any of the other rights and remedies granted hereunder.

18. RIGHTS OF MORTGAGEES

18.1 Subordination. As used throughout this Section 18, the term "**mortgagee**" shall refer to the holder of a mortgage or deed of trust or ground lease affecting the Premises. This Lease and the rights of Tenant hereunder shall be and are hereby made subject and subordinate to the provisions of any ground lease, mortgage or deed of trust affecting the Premises, and to each advance made or hereafter to be made under the same, and to all renewals, modifications, consolidations and extensions thereof and all substitutions therefor. This Section 18 shall be self-operative and no further instrument of subordination shall be required. However, in confirmation of the provisions of this Section 18, Tenant shall execute and deliver promptly any certification or instrument that Landlord or any mortgagee may request, and failing to do so within ten (10) days after written demand, Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact in Tenant's name, place and stead, to do so, and/or Landlord may declare this Lease to be in default. If any mortgagee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof. Tenant shall and does hereby agree to attorn to any mortgagee or successor in title and to recognize such mortgagee or successor as its landlord in the event any such person or entity succeeds to the interest of Landlord. Notwithstanding any other provision of this Lease, in the event that any mortgagee or its respective successor in title shall succeed to the interest or Landlord hereunder, the liability of such mortgagee or successor shall exist only so long as it is the owner of the Building, or any interest therein, or is the tenant under said ground lease.

18.2 Mortgagee's Consent to Amendments. No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Lease Term, or otherwise materially change the rights of Landlord under this Lease, or to relieve Tenant of any obligation or liability under this Lease, shall be valid unless consented to by Landlord's mortgagees of record, if such is required by the mortgagees, in writing. No Base Rent, Additional Rent, or any other charge (with the exception of the Security Deposit described in this Lease) shall be paid more than ten (10) days prior to the due date thereof and payments made in violation of this provision (except to the extent that such payments are actually received by a mortgagee) shall be a nullity as against any such mortgagees of record, and Tenant shall be liable for the amount of such payments to such mortgagees.

18.3 Mortgagee's Right to Cure. No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or termination of this Lease unless: (a) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights; and (b) such mortgagees, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, provided that nothing contained in this Section shall be deemed to impose any obligation on any such mortgagees to correct or cure any condition. As used herein, a "**reasonable time**" includes a reasonable time to obtain title to the mortgaged premises if the mortgagee elects to do so and a reasonable time to correct or cure the condition if such condition is determined to exist, but in no event less than one hundred twenty (120) days from the date of the mortgagees' receipt of the above described notice.

19. NOTICES

Except as provided in Section 17.2, whenever demand is made for any notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally as evidenced by a signed receipt or sent by registered or certified United States mail, return receipt requested, postage prepaid, or via a nationally recognized overnight courier and shall be effective

INITIALS:  Landlord;  Tenant

upon proof of delivery, addressed either to the address set forth in Section 1.1 or 1.11, or to such other address as may be given by a party to the other by proper notice hereunder, or, in the case of notices to the Tenant, to the Premises. Any notices sent by Landlord regarding or relating to eviction procedures, including without limitation three-day notices, may be sent by regular mail.

20. RELOCATION- INTENTIONALLY DELETED.

21. QUIET POSSESSION

Upon Tenant paying all sums when due hereunder and observing and performing all of the covenants, conditions, obligations and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises (as against Landlord and those claiming by, through or under Landlord) for the entire Lease Term subject to all of the provisions of this Lease.

22. NO OPTIONS

Except and only to the extent expressly provided in the Addendum attached to this Lease, if any, Tenant shall have no option or right whatsoever to renew or extend the Lease Term of the Premises, or any option to lease, right of first offer to lease, or right of first refusal to lease any other space in the Building. Tenant hereby acknowledges and agrees that it has no option or right to purchase the Premises, the Building or other property of Landlord and no option or right of first refusal to purchase the Premises, the Building or other property of Landlord.

23. LANDLORD'S SECURITY INTEREST AND LIEN. INTENTIONALLY DELETED

24. HAZARDOUS MATERIALS

Tenant will (i) obtain and maintain in full force and effect all Environmental Permits (as defined below) that may be required from time to time under any Environmental Laws (as defined below) applicable to Tenant or the Premises, and (ii) be and remain in compliance in all material respects with all terms and conditions of all such Environmental Permits and with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in all Environmental Laws applicable to Tenant or the Premises. As used in this Lease, the term "**Environmental Law**" means any past, present or future federal, state, local or foreign statutory or common law, or any regulation, ordinance, code, plan, order, permit, grant, franchise, concession, restriction or agreement issued, entered, promulgated or approved thereunder, relating to (a) the environment, human health or safety, including, without limitation, emissions, discharges, releases or threatened releases of Hazardous Materials (as defined below) into the environment (including, without limitation, air, surface water, groundwater or land), or (b) the manufacture, generation, refining, processing, distribution, use, sale, treatment, receipt, storage, disposal, transport, arranging for transport, or handling of Hazardous Materials. "**Environmental Permits**" means, collectively, any and all permits, consents, licenses, approvals and registrations of any nature at any time required pursuant to, or in order to comply with, any Environmental Law. Except for ordinary and general office supplies, such as copier toner, liquid paper, glue, ink and common household cleaning materials (some or all of which may constitute "Hazardous Materials" as defined in this Lease), Tenant agrees not to cause or permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released or disposed of on, in, under or about the Premises, the Building, the common areas or any other portion of the Building by Tenant, its agents, employees, subtenants, assignees, licensees, contractors or invitees (collectively, "**Tenant's Parties**"), without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. Upon the expiration or earlier termination of this Lease, Tenant agrees to promptly remove from the Premises, the Building at its sole cost and expense, any and all Hazardous Materials, including any equipment or systems containing Hazardous Materials which are installed, brought upon, stored, used, generated or released upon, in, under or about the Premises, the Building or any portion thereof by Tenant or any of Tenant's Parties. To the fullest extent permitted by law, Tenant agrees to promptly indemnify, protect, defend and hold harmless Landlord and Landlord's partners, officers, directors, employees, agents, successors and assigns (collectively, "**Landlord Indemnified Parties**") from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including, without limitation, clean-up, removal, remediation and restoration costs, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees and court costs) which arise or result from the presence of Hazardous Materials on, in, under or about the Premises or the Building and which are caused or permitted by Tenant or any of

INITIALS:  Landlord,  Tenant

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AMENDMENT TO MOTION NUMBER M-24-85

CITY HALL: April 30, 2024

BY: COUNCILMEMBER THOMAS (BY REQUEST)

SECONDED BY:

BRIEF DESCRIPTION

An amendment to: (1) replace Exhibit A, the subject Lease Agreement, with a substitute lease that will add an additional floor in the same building and a conditional termination paragraph, and (2) amend an existing WHEREAS paragraph to reflect the terms of the substitute lease and add an additional WHEREAS paragraph announcing that the Council and Administration will establish a working group to consider a centralized criminal justice campus to house the various organizations participating in the criminal legal system.

AMENDMENT

- (1) Replace Exhibit A to the motion lying over with the substitute Exhibit A attached hereto.
- (2) On page 1, delete the third WHEREAS paragraph in its entirety, and insert the following paragraphs in lieu thereof:

WHEREAS, The City of New Orleans, Chief Administrative Office, and 1615 Poydras Tower, LLC desire to enter into a Lease Agreement for the City to lease Suites 500, 1700 and 1800 in the building located at 1615 Poydras Street, for a period of one hundred twenty (120) months unless sooner terminated after sixty (60) months according to the terms set forth therein, commencing as of May 1, 2024, the total base rent being \$12,376,620.00; and

WHEREAS, the Council hereby announces that the Council and Administration will establish a working group to consider a centralized criminal justice campus to house the various organizations participating in the criminal legal system; **NOW THEREFORE**

ENGROSSED VERSION

The following engrossed version shows how the proposed amendment would modify Motion M-24-85, as originally introduced. Additions are underlined. Deletions are shown as ~~strikethroughs~~.

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than \$1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year or providing for legal services must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

~~**WHEREAS**, The City of New Orleans, Chief Administrative Office, and 1615 Poydras Tower, LLC desire to enter into a Lease Agreement for the City to lease Suites 1700 and 1800 in the building located at 1615 Poydras Street, for a period of one hundred twenty (120) months, commencing as of May 1, 2024, the total base rent being \$7,672,099.92; **NOW THEREFORE**~~

WHEREAS, The City of New Orleans, Chief Administrative Office, and 1615 Poydras Tower, LLC desire to enter into a Lease Agreement for the City to lease Suites 500, 1700 and 1800 in the building located at 1615 Poydras Street, for a period of one hundred twenty (120) months unless sooner terminated after sixty (60) months according to the terms set forth therein, commencing as of May 1, 2024, the total base rent being \$12,376,620.00; and

WHEREAS, the Council hereby announces that the Council and Administration will establish a working group to consider a centralized criminal justice campus to house the various organizations participating in the criminal legal system; NOW THEREFORE

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the Lease Agreement between the City of New Orleans and 1615 Poydras Tower, LLC; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign the Lease Agreement between the City of New Orleans and 1615 Poydras Tower, LLC, as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.