

**TENTH AMENDMENT TO LEASE AGREEMENT
(FOR SUITE 1170)**

This **TENTH AMENDMENT TO LEASE AGREEMENT (FOR SUITE 1170)** (this "Tenth Amendment") is made and entered into effective as of March 1, 2022 by and between **EAST SKELLY LLC**, a Delaware limited liability company ("Lessor"), and **THE CITY OF NEW ORLEANS**, a body politic and corporate ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Office Lease Agreement dated February 1, 2010 (the "Original Lease"), as amended by that certain First Amendment to Lease dated June 30, 2011 (the "First Amendment"), that certain Second Amendment to Lease dated June 30, 2012 (the "Second Amendment"), that certain Third Amendment to Lease dated June 30, 2013 (the "Third Amendment"), that certain Fourth Amendment to Lease dated June 1, 2015 (the "Fourth Amendment"), that certain Fifth Amendment to Lease Agreement dated June 1, 2016 (the "Fifth Amendment"), that certain Sixth Amendment to Lease Agreement dated June 1, 2017 (the "Sixth Amendment"), that certain Seventh Amendment to Lease Agreement dated effective as of January 1, 2018 (the "Seventh Amendment"), that certain Eighth Amendment to Lease Agreement dated effective June 1, 2018 (the "Eighth Amendment"), that certain Ninth Amendment to Lease Agreement dated effective May 1, 2021 (the "Ninth Amendment") and as extended by those certain letters dated April 18, 2019, July 13, 2020, August 8, 2020, and January 15, 2021 (the "Extension Letters") (collectively, the "Existing Lease" and together with this Tenth Amendment, the "Lease"), for the lease of approximately 3,826 rentable square feet of space located in Suite 1170 on the 11th floor of the building located at 1515 Poydras Street, New Orleans, Louisiana 70112 (the "Building"), and as more particularly described in the Existing Lease ("Suite 1170"); and

WHEREAS, the current term of Lessee's lease of Suite 1170 expires on February 28, 2022, per the Extension Letters; and

WHEREAS, Lessor and Lessee have agreed to extend Lessee's lease of Suite 1170 so that the term of the Lease for Suite 1170 expires on February 28, 2023; and

WHEREAS, Lessor and Lessee have agreed to execute this Tenth Amendment in order to memorialize the foregoing.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the parties contained in this Tenth Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Incorporation. The above recitals are true and complete and are incorporated herein by this reference, and this Tenth Amendment shall be construed in light thereof.

2. Definitions. Capitalized terms, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Existing Lease.
3. Term. (a) The term of Lessee's lease of Suite 1170 shall be extended for a period of twelve (12) months, commencing on March 1, 2022 and expiring on February 28, 2023 (that portion of the term of the Lease commencing on March 1, 2022 and continuing through February 28, 2023 shall hereinafter be referred to as the "Tenth Amendment Extension Term"). All references in the Lease to the "term", "Term" or "Lease Term" of the Lease shall hereafter be deemed to include the Tenth Amendment Extension Term.
- (b) Lessee agrees to accept Suite 1170 in "As-Is" "Where-Is" condition. Lessor shall have no obligation to make any alterations or improvements to Suite 1170 or provide Lessee with any funds or allowances for the improvement or alteration of Suite 1170.
- (c) Notwithstanding anything to the contrary contained in the Existing Lease, effective as of March 1, 2022 (the "Extension Commencement Date"), Base Rent payable by Lessee to Lessor for the lease of Suite 1170 shall be in the amounts as follows, including accrued escalations:

RENTAL PERIOD	RENTAL RATE	MONTHLY BASE RENT	ANNUAL BASE RENT
March 1, 2022 through February 28, 2023	\$19.00/sq ft./yr	\$6,057.83	\$72,694.00

All payments of Base Rent shall be paid in accordance with the terms of the Existing Lease. Lessee shall continue to pay Lessor for any additional rent and/or taxes required pursuant to the terms of the Lease and applicable to Suite 1170, including, without limitation, Base Rent Adjustment (as defined in the Existing Lease).

4. Invoices.
- (a) The Contractor must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:
- Name of Contractor;
 - Date of Invoice;
 - Invoice Number;

- iv. Contract or BRASS Number issued by the City (*i.e.*, K#);
 - v. Name of the City Department to be invoiced (*i.e.*, Health); and
 - vi. Description of the Services completed.
 - (b) All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.
 - (c) The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.
5. Brokers. Lessor and Lessee warrant each to the other that they have not dealt with any broker(s) or any other person claiming any entitlement to any commission in connection with this Tenth Amendment except Jones Lang LaSalle Americas, Inc., which represents Lessor ("Lessor's Broker"). Lessor and Lessee agree to indemnify and save each other harmless from and against any and all claims, suits, liabilities, costs, judgments and expenses, including reasonable attorneys' fees, for any leasing commissions or other commissions, fees, charges or payments resulting from or arising out of their respective actions in connection with this Tenth Amendment except as to Lessor's Broker.
6. Ratification: Miscellaneous. The Existing Lease, as amended by this Tenth Amendment, shall remain enforceable in accordance with its terms. Terms and provisions of the Existing Lease which are not expressly modified by this Tenth Amendment shall remain in full force and effect and shall govern Lessee's lease of Suite 1170. As amended by this Tenth Amendment, all of the terms, conditions and provisions of the Existing Lease are hereby ratified and affirmed in all respects. To the extent any terms, conditions and obligations contained in this Tenth Amendment conflict with the terms in the Existing Lease, those in this Tenth Amendment shall control. This Tenth Amendment may be executed by facsimile or email/pdf and in any number of counterparts all of which taken together shall constitute one and the same instrument and any of the parties or signatories hereto may execute this Tenth Amendment by signing any such counterpart. In the event any term or provision of this Tenth Amendment is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Tenth Amendment shall remain in full force and effect. Lessor and Lessee hereby represent and warrant to each other that all consents or approvals required for the execution, delivery and performance of this Tenth Amendment have been obtained and that each party has the right and authority to enter into and perform its covenants contained in this Tenth Amendment.
7. Non-Solicitation Statement. The Lessor swears that it has not employed or retained any company or person, other than Lessor's Broker or a bona fide employee working solely for it, to solicit or secure this Tenth Amendment. The Lessor has not paid or agreed to pay any person, other than Lessor's Broker or a bona fide

employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Tenth Amendment.

8. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Tenth Amendment and any other document(s) attached to this Tenth Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Tenth Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Tenth Amendment.

[Signature Page Follows]

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IN WITNESS WHEREOF, Lessor and Lessee have caused this Tenth Amendment to be duly executed under seal effective as of the day and year first above written.

LESSOR:

EAST SKELLY LLC,
a Delaware limited liability company

By: FCA PARTNERS, LLC
a North Carolina limited liability company,
its Manager

By: Edward M. Cherry
Name: Edward M. Cherry
Title: Manager

LESSEE:

CITY OF NEW ORLEANS, a body politic and
corporate

By: L. Cantrell
Name: **LATOYA CANTRELL**
Title: **MAYOR**

Form and Legality Approved:

By: Andrew Gregorich
Name: Andrew Gregorich
Law Department