

K23-055

AMENDMENT NO. 3 TO LEASE AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

2714 CANAL BUILDING, LLC

THIS THIRD AMENDMENT ("Amendment") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**Lessee**" or the "**City**"), and 2714 Canal Building, LLC, represented by Todd O. McDonald, Executive Director (the "**Lessor**"). The City and the Lessor are sometimes collectively referred to as the "**Parties**." The Amendment is effective **December 1, 2022** (the "**Effective Date**").

RECITALS

WHEREAS, on December 9, 2015, the City and the Lessor entered into a Lease Agreement for the lease of space located at 2714 Canal Street, Suite 201 (the "**Agreement**");

WHEREAS, on May 10, 2021, and effective December 1, 2020, the City and the Lessor entered into a first amendment to extend the Lease through November 30, 2021 ("**Amendment No. 1**");

WHEREAS, on March 28, 2022, and effective December 1, 2021, the City and the Lessor entered into a second amendment to extend the Lease through November 30, 2022 ("**Amendment No. 2**");

WHEREAS, the City and the Lessor, each having the authority to do so, desire to enter this Amendment to extend the Agreement for one year.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. **Term.** The term is hereby extended for an additional one year from the Effective Date through November 30, 2023.

2. **Rental Payment.** The rental payment under this Amendment shall be as follows:

\$16.00 per ft - \$4,666.67 Monthly

The total amount not to exceed is \$56,000.04.

3. **Convicted Felon Statement.** The Lessor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

4. **Non-Solicitation Statement.** The Lessor swears that it has not employed or retained any company or person, other than bona fide employees and/or independent contractors working for it, to solicit or secure this Amendment. The Lessor has not paid or agreed to pay any person, other than bona fide employees and/or independent contractors working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

5. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

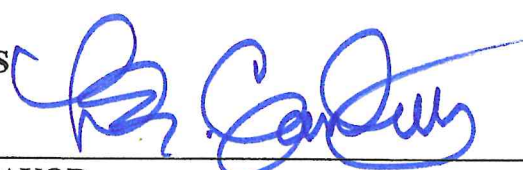
7. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this 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 Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

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IN WITNESS WHEREOF, the City and the Lessor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: 

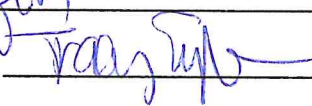
LATOYA CANTRELL, MAYOR

Executed on this 4th of April, 2023

FORM AND LEGALITY APPROVED:

Law Department

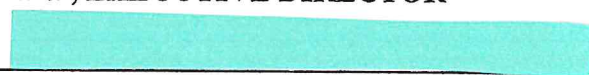
By: 

Printed Name: 

2714 CANAL BUILDING, LLC

BY: 

TODD O. MCDONALD, EXECUTIVE DIRECTOR


FEDERAL TAX I.D.

[END OF AMENDMENT]