

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is executed effective as of January 2, 2018 (the "Effective Date"), between 7500 Bullard, LLC ("Lessor"), and City of New Orleans, Louisiana ("Lessee").

Recitals

- A. Reference is made to that certain Lease dated October 28, 2013 executed by 7500 Bullard, LLC for certain described property:

2965 square feet of usable space located at 7500 Bullard, New Orleans, Louisiana, to be used by the Office of Motor Vehicles, at the rate of \$18.50 per square foot per annum with 380 parking spaces provided and 40,000 square feet available for driving tests.

- B. The parties desire to amend the Lease only as hereinafter provided.

Agreement

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby covenant and agree as follows:

1. Amendment. Landlord and Tenant hereby amend the Lease as follows:

a. In accordance with the Lessee's option to extend this lease for an additional period four (4) years upon written notice, the term of the Lease is hereby extended beginning on January 1, 2018 and, unless sooner terminated as provided in the Lease, as amended hereby, ending on January 1, 2022.

2. Authority. Each party hereto represents and warrants that the agent, manager, member, partner or officer executing this Amendment on its behalf is fully authorized, directed and empowered to execute and deliver this Amendment in such capacity as the act and deed of the party on whose behalf he or she is executing this Amendment and that all partnership, limited liability company or corporate action requisite to such execution and delivery has been taken by such party.

3. Counterparts. This Amendment may be executed in counterparts, and each counterpart when fully executed and delivered by the parties hereto will be an original instrument, but all such counterparts will constitute one agreement.

4. Creature of Government: It is understood and agreed that the City of New Orleans is a creature of government. Should the appropriation from the City, the City Council, or other

governmental entity funding source be cut off or reduced so that its continued operation is no longer feasible, this Lease may be terminated upon the giving of sixty (60) days' written notice by Lessee to Lessor. If the City is ordered to cease operations by virtue of an act of the Federal or the State Government or not funded by the New Orleans City Council, or by any court of competent jurisdiction, this Lease will terminate coincidental with said order. Under these circumstances all lease payments shall cease and the liability of the City, therefore, shall also cease.

5. Extension of Original Lease. The Lessee exercised its option to extend the Lease by written notice. All other terms of the Lease will remain in full force and effect as set forth in Paragraph 3 of the Lease. Lessee will remain obligated for all its obligations under the original Lease except as modified hereunder. This First Amendment shall form a part of the Lease for all purposes, and the original and subsequently amended terms of the Lease, as well as the terms amended herein, are ratified and shall remain in full force and effect.

(signature page follows)

IN WITNESS WHEREOF, each of Lessor and Lessee has executed this Amendment on the date set opposite its signature below, but to be effective as of the Effective Date.

LESSOR:

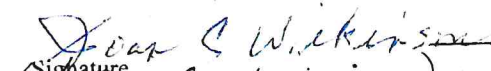
7500 BULLARD, LLC

Date: 3/25, 2020

By:


Wade Verges, Member

WITNESSES:


Signature
JEAN C. WILKINSON
Print

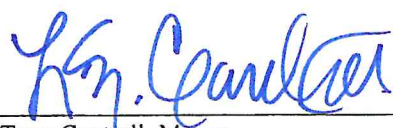

Signature
WADE T. VERGES
Print

LESSEE:

CITY OF NEW ORLEANS

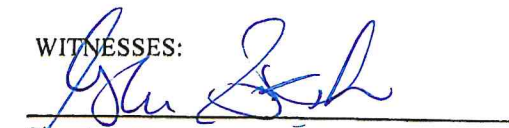
Date: June 16, 2020

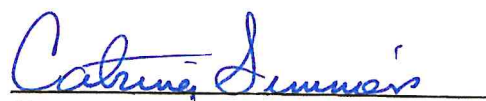
By:


LaToya Cantrell, Mayor

APPROVED AS TO FORM AND LEGALITY BY:

WITNESSES:


Signature
GLORIA SMITH
Print


Signature
Catrina Simmons
Print

FORM AND LEGALITY APPROVED:


Law Department, City of New Orleans