

LEASE
BY AND BETWEEN
ONE TEXAS CENTRE, L.C.,
"Lessor"
AND
CITY OF SHREVEPORT
"Lessee"

BASIC LEASE INFORMATION

Lease Date: _____
Lessee: CITY OF SHREVEPORT
Address of Lessee: 415 Texas St., Suite 101
Shreveport, LA, 71101
Contact: Tom Arceneaux, Mayor **Telephone:** _____
Lessor: One Texas Centre, L.C.
Address of Lessor: 330 Marshall Street, Suite 200
Shreveport, Louisiana 71101
Contact: Meredith Cassell **Telephone:** (318) 222-2244

Building: Building shall be deemed to refer to the office tower in which the Premises will be located, known as One Texas Centre, L.C., located at 415 Texas Street, Shreveport, Louisiana 71101, as well as the land associated therewith, (said land being more particularly described on Exhibit A attached to the Lease), the Common Areas and Service Areas as defined in Section 1 of the Lease, the parking facilities located on said land, the concourses, lobbies, plazas, walkways, open spaces, landscaped areas, and similar public areas located on said land and in said office tower.

Premises: The Premises located on the first and second floors of the Building and as shown in the floor plans attached as Exhibit B of the Lease.

Building Rules and Regulations: Rules and regulations governing the use and enjoyment of the Premises, the Building and related facilities by Lessee and Lessee's agents, employees and invitees, which rules and regulations are attached as Exhibit D to the Lease.

Commencement Date: **March 1, 2025**

Lease Term: The term of this Lease shall begin on the Commencement Date and continue for **sixty-five (65)** calendar months thereafter; provided, however, if the term of this Lease is deemed to have commenced on a date other than the first day of a calendar month, the Lease Term shall consist of **sixty-five (65)** calendar months in addition to the remainder of the calendar month during which this Lease is deemed to have commenced.

Basic Rental: The Basic Rental shall be the base monthly consideration payable by Lessee to Lessor for the possession, use and occupancy of the Premises and for the services provided by Lessor to lessee in accordance with Section 3 of the Lease, subject to Lessor's right to be reimbursed for increases in Operating Expenses in accordance with Section 11 of the Lease. For purposes of this Lease, the Basic Rental shall be **\$16,862.00** per month, subject to adjustment on a proportionate square footage basis pursuant to Section 11 of the Lease.

Additional Rental: All other sums of money or charges of whatsoever nature required to be paid by Lessee to Lessor pursuant to this Lease, whether or not the same are designated as "Additional Rental", including without limitation, Lessee's Proportionate Share of the Operating Expense as defined in Section 11 of the Lease.

Security Deposit: **N/A**

**Rentable Area
of the Premises:**

For purposes of this Lease, the Rentable Area of the Premises shall be deemed to be a total of **16,862 square feet (1st floor: 7,764 rentable square feet; 2nd floor: 9,098 rentable square feet)**, subject to adjustment pursuant to Section 2 of the Lease.

**Rentable Area
of the Building:**

For purposes of this Lease, the Rentable Area of the Building shall be deemed to be **41,185** square feet, subject to adjustment pursuant to Section 2 of the Lease.

**Lessee's
Proportionate
Share:**

The percentage which expresses the ratio between the number of square feet in the Rentable Area of the Premises (**16,862**), and the number of square feet in the Rentable Area of the Building (**41,185**), which, for the purposes of the Lease, shall be **40.94%**, subject to adjustments pursuant to Section 2 of the Lease.

Permitted Use:

General office operations and any other lawful purpose in keeping with the class and character of the Building.

Exhibits:

All exhibits, attachments, riders and addenda referred to in this Lease and the exhibits listed herein below are incorporated into this Lease and made a part hereof for all intents and purposes, to-wit:

- Exhibit A – Legal Description
- Exhibit B-1 – Outline of First Floor Premises
- Exhibit B-2 – Outline of Second Floor Premises
- Exhibit C – Work Letter
- Exhibit C-1 – First Floor Scope of Work
- Exhibit C-2 – Second Floor Scope of Work
- Exhibit D – Building Rules and Regulations

The foregoing Basic Lease Information is hereby incorporated into and made a part of the Lease identified hereinabove. Each reference in the Lease to any of the information and definitions set forth in the Basic Lease Information shall mean and refer to the information and definitions hereinabove set forth and shall be used in conjunction with and limited by all references thereto in the provisions of the Lease.

**LESSOR:
ONE TEXAS CENTRE, L.C.**

**LESSEE:
CITY OF SHREVEPORT**

By: _____
Alvin Childs, Jr.

By: _____

By: _____
David Alexander

Name: Tom Arceneaux

Title: Mayor

Executed _____

Executed _____

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AGREEMENT OF LEASE

This Agreement of Lease (hereafter called "Lease"), with the initial term to commence as set forth in Article 2 below) by and between **ONE TEXAS CENTRE, L.C.**, represented by its duly authorized representative(s), Alvin Childs, Jr. and David Alexander, ("LESSOR"), and **CITY OF SHREVEPORT**, represented by its undersigned duly authorized representative, Tom Arceneaux, It's Mayor, ("LESSEE"), is as follows:

1. LEASED PREMISES

LESSOR hereby leases unto LESSEE, and LESSEE hereby leases from LESSOR, the property hereinafter referred to as the "Leased Premises" situated in that building in Shreveport, Louisiana known as One Texas Centre, L.C. and more fully described on Exhibit A attached hereto ("the Building"), which Leased Premises are more particularly described as follows:

Approximately 16,862 rentable square feet (as shown outlined or hatched on Exhibit B) located on the first floor (7,764 rentable square feet) and second floor (9,098 rentable square feet) with a municipal address of 415 Texas Street, Suite 101, Shreveport, Louisiana 71101.

2. TERM

A. This Lease shall be for an initial term of SIXTY-FIVE (65) months beginning March 1, 2025 or on the Completion Date (as that term is hereinafter defined) and terminating on July 31, 2030, unless sooner terminated as provided herein.

B. As used in this Lease, the term "Completion Date" means the date the work described in the plans and specifications outlined on the list of plans and specifications attached hereto as Exhibit C has been certified by LESSOR or other representative as substantially complete. Upon the substantial completion of the Leased Premises, LESSOR and LESSEE jointly shall execute a letter agreement setting forth the "Completion Date" for the purposes of this Lease. It is provided, however, that LESSEE's obligation to pay rent shall begin prior to the Completion Date if the LESSEE is responsible for the delay in completion as provided in the Work Letter attached hereto as Exhibit C. Furthermore, LESSEE shall be responsible for any delays associated with the installation of LESSEE's telephone and communications equipment to the extent such equipment is of a type not readily available without unreasonable delays.

C. Subject to the provisions of Article 19 hereof, any holding over in the Leased Premises by LESSEE following the expiration of the initial term shall constitute an occupancy month-to-month by LESSEE of 125% the same rent as shall be in force on the date of the expiration of the initial term as the case may be, and shall be on the same terms and conditions as are contained herein.

D. By occupying the Premises, LESSEE shall be deemed to have accepted the same as suitable for the purposes herein intended and to have acknowledged that the same comply fully with LESSOR's obligations, (subject to: (i) latent defects; and (ii) items which LESSEE notifies LESSOR are defective or incomplete within ten (10) days following LESSEE's occupancy). Within ten (10) days after written request of LESSOR, LESSEE agrees to give LESSOR a letter confirming the Commencement Date and certifying that LESSEE has accepted delivery of the Premises and that the condition of the Premises complies with LESSOR's obligations hereunder, subject to the "punch list items" which will be enumerated in an attachment to the letter and completed by LESSOR with reasonable diligence.

E. The term "Rentable Area" as used herein shall be computed by multiplying 1.217 times the "Usable Area" of the Premises. (The 1.217 add-on factor is the quotient of the Rentable Area of the floor and the pro rata share of the Building's common area as herein defined divided by the Usable Area of the floor calculated on the B.O.M.A. method of measurement.) The Usable Area of the Premises shall be the square footage of all floor areas of the Premises within the inside surface of the outer walls (or glass) or partitions enclosing the Premises on such floor and measured to the midpoint of walls separating the Premises from areas leased by or held for lease to other tenants, and measured to the tenant surface of walls separating the Premises from Service Areas or Common Areas. "Common Areas", as used in this subparagraph, refers to the areas devoted to corridors outside the Premises, electrical and telephone rooms, elevator foyers, restrooms, mechanical rooms, janitor closets, vending areas outside the Premises and other similar facilities. "Service Areas", as used herein, shall include those areas within the outside walls used for the building stairs, fire towers, elevator shafts, flues, vents, stacks, pipe shafts and vertical ducts (which Service Areas shall be measured from the outside or tenant face of walls enclosing such areas), but shall not include such areas to the extent they are for the specific use of a particular tenant (i.e., special stairs or elevators). No deductions from Rentable Area shall be made for columns or projections necessary to the Building.

F. The Rentable Area of the Premises and the Building are approximately as stated in the Basic Lease Information and shall be specifically calculated in accordance with the above definitions by LESSOR's designated architect when floor plans are complete, and said plans shall be made available to LESSEE's architect, if requested by LESSEE, for its use and examination. Upon such determination by LESSOR's architect, the Rentable Area of the Premises as defined in this Lease shall be appropriately adjusted to reflect the number of square feet of Rentable Area of the Premises as determined by such calculation. The Rentable Area of the Building will be calculated in accordance with the above definition by LESSOR's architect upon substantial completion of the Building and the Rentable Area of the Building shall be adjusted based on such calculation, subject to further adjustment in the event of any future expansion or modification of the Building.

3. BASE RENTAL; SECURITY DEPOSIT

A. Base rental during the initial sixty-five-month term of this Lease shall be Two Hundred Two Thousand Three Hundred Forty-four and No/100 (\$202,344.00) Dollars per annum, payable monthly, in installments of SIXTEEN THOUSAND EIGHT HUNDRED SIXTY-TWO AND NO/100 (\$16,862.00) DOLLARS per month, in advance, in the manner set forth below.

B. All rental shall be paid to LESSOR monthly, in advance, on the first day of each calendar month during the term of this Lease. Payments shall be delivered to LESSOR at the address and in the manner set forth in this Lease for the giving of notices. For any part of a fractional month at the beginning or end of Lease, rental shall be owed by LESSEE on a daily basis equal to one-thirtieth (1/30th) of the base rent, plus the ratable portion of any additional rent provided for herein. All rent or other sums due to LESSOR by LESSEE shall bear interest at the rate of eighteen (18%) percent per annum (or the maximum interest rate allowed by law, whichever is less) from the eleventh (11th) day after said rental is due from LESSEE.

C. As security for LESSEE's performance of its obligations hereunder, upon execution of this Lease, LESSEE shall pay to LESSOR a sum equal to the first month's base rental (~~-----N/A-----~~) as set forth hereinabove. Said security deposit shall be non-interest bearing and shall be refunded to LESSEE only after the expiration of this Lease and the performance by LESSEE of all of its obligations hereunder.

If LESSEE is in default under this Lease more than two (2) times within any twelve-month period, irrespective of whether or not such default is cured, then, without limiting LESSOR's other rights and remedies provided for in this Lease or at law or equity, the Security Deposit shall automatically be increased by an amount equal to the greater of:

1. Two (2) times the original Security Deposit; or
2. Two (2) months' Minimum Rent, which shall be paid by LESSEE to LESSOR forthwith on demand.

4. PURPOSE AND USE OF LEASED PREMISES

The Leased Premises are leased for the use by LESSEE for general office operations, and they shall not be used for any other purpose. LESSEE shall not use any portion of the Leased Premises for any purpose or in any manner that does not comply with all governmental laws, ordinances and regulations applicable to the use of the premises, and LESSEE promptly shall comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in, upon, or connected with the Leased Premises, all at LESSEE's sole expense. And, LESSEE shall not use any portion of the Leased Premises in any manner which tends to injure or depreciate the Building or any part thereof or create a nuisance. Furthermore, nothing shall be placed or done in the Leased Premises by or on behalf of LESSEE which may or shall cause the forfeiture of any insurance. If anything shall be placed or done in the Leased Premises by or on behalf of LESSEE which shall cause the increase of any insurance premium, LESSEE agrees to pay the cost of any such premium increase. Any violation of the provisions of this Article shall permit LESSOR immediately to cancel this Lease. LESSEE shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Leased Premises by LESSEE, LESSEE's agents, employees,

contractors, or invitees without first obtaining LESSOR's written consent. If Hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises except as permitted above, or if the Leased Premises become contaminated in any manner for which LESSEE is legally liable, LESSEE shall indemnify and hold harmless the LESSOR from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Leased Premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Lease term and arising as a result of that contamination by LESSEE. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if LESSEE causes or permits the presence of any Hazardous Substance on the Leased Premises and that results in contamination, LESSEE shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substance on the Leased Premises. LESSEE shall first obtain LESSOR's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Louisiana, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls (PCB's), and petroleum.

**5.
ACCEPTANCE OF PREMISES;
RESPONSIBILITY FOR CONDITIONS**

LESSEE's acceptance of the Leased Premises for occupancy shall constitute a covenant by LESSEE that it has fully inspected the Leased Premises, is fully aware of the physical condition of said premises and has accepted the Leased Premises, including all improvement, equipment and systems situated thereon, in their present condition, as fully suitable for the purposes for which same were leased. From the beginning of and throughout the term of this Lease, LESSEE assumes full responsibility to LESSOR and to all third parties for the condition of the Leased Premises, agrees to keep the Leased Premises in a safe condition, and agrees to hold LESSOR harmless from any and all liability and from any injury or damage arising from or connected with the condition of the Leased Premises. LESSOR shall not be liable or responsible for any damage to the property of LESSEE, or of others, located on the Leased Premises or for any loss of or damage to any property of LESSEE, or of others, located on the Leased Premises, by theft or otherwise. All property of LESSEE kept or stored in the Leased Premises shall be so kept or stored at the risk of LESSEE only, which risk is expressly assumed by LESSEE, and LESSEE shall hold LESSOR harmless from any claims arising from or connected with damage to or loss of any such property, unless due to the fault of LESSOR.

**6.
ALTERATIONS BY LESSEE**

LESSEE shall not create any openings in the roof or exterior walls. LESSEE shall not make any other alterations, additions or improvements to the Leased Premises without the prior written consent of the LESSOR, such consent not to be unreasonably withheld; provided, however, LESSOR's consent may be conditioned upon LESSOR's approval of the contractors, workmen and materialmen to be employed by LESSEE to perform any of LESSEE's work. At the termination of this Lease, all alterations, additions and improvements made by LESSEE which cannot be removed without causing material damage to the Building shall become the property of LESSOR without compensation to LESSEE; provided, however, if LESSOR notifies LESSEE within thirty (30) days following termination of this Lease, LESSEE promptly shall remove all alterations, additions, improvements and other property (or such of them as may be specifically designated in LESSOR's notice) located or installed in or upon Leased Premises by LESSEE. Furthermore, LESSEE shall repair any damage caused by such removal, leaving the Leased Premises in the same condition in which they were received, reasonable wear and tear and damage by casualty not caused or attributable to LESSEE or LESSEE's employees, agents or visitors excluded. Should any addition or alteration made by LESSEE cause LESSOR's insurance premiums on the Building to increase, LESSEE shall pay as additional rental the amount of any such increase in insurance premiums.

**7.
LIABILITY AND INDEMNITY; INSURANCE**

A. LESSOR shall not be liable to LESSEE, or to LESSEE's employees, agents, invitees or visitors, or to any other person, for any damage or injury to any person or property resulting from the condition of the Leased Premises, or the Building or the property on which the Building is located, or caused by an act or omission attributable to LESSEE or any other lessee of the Building. LESSEE agrees to indemnify and hold LESSOR harmless from any and all claims or costs arising from any damage or injury occurring in or on the Leased Premises and from any damage or injury off the Leased Premises arising from LESSEE's negligence or fault or that of LESSEE's employees, agents or guests.

B. Throughout the continuation of this Lease, LESSEE, at its sole expense, shall maintain commercial general liability insurance with an admitted insurer having a minimum A.M. BEST financial rating of A:-VII, including Owner as an additional insured on a primary and non-contributory basis, and including contractual liability coverage for the indemnity obligations assumed herein with limits of not less than a combined single limit of \$1,000,000 per-occurrence for bodily injury and property damage /\$2,000,000 general aggregate/\$2,000,000 products-completed operations aggregate, covering LESSEE's obligations hereunder. The commercial general liability coverage must also include a waiver of subrogation in favor of LESSOR. LESSEE shall furnish LESSOR with a current certificate of insurance for all coverage required herein; which insurance shall not be cancellable by the insurer without furnishing at least ten (10) days' prior written notice to LESSOR. LESSEE shall attach all applicable endorsements to the certificate of insurance, which evidence compliance with the requested additions to the commercial general liability policy. LESSEE shall also insure all the contents of the Leased Premises, including without limitation all of LESSEE's furnishings, fixtures, equipment, improvements and betterments, and other personal (movable) property against loss by Special All-Risk Perils; and LESSEE shall also maintain insurance on its leasehold improvements to the extent that same exceed in value the building standard allowances specified in this Lease; and LESSEE shall include a waiver of subrogation in favor of LESSOR in the Special All-Risk Perils property policy.

**8.
LESSOR'S SERVICES**

- A. LESSOR agrees to operate the Building as a first-class office building and to provide the following services, to-wit:
1. Maintenance of the exterior of the Building and common areas therein, the grounds on which the Building is located, and the parking areas;
 2. Electrical service in the manner and to the extent deemed by LESSOR to be standard;
 3. Hot and cold water at those points of supply provided for general use of all lessees;
 4. Heating and refrigerated air conditioning in season, at such times as LESSOR normally furnishes such services to all lessees of the Building, and at such temperatures and in such amounts as are considered by LESSOR to be standard;
 5. Janitorial service in the manner and to the extent deemed by LESSOR to be standard for the Building, including the Leased Premises;
 6. Initial light bulbs or fluorescent lamps (LESSEE to pay or reimburse LESSOR for replacement bulbs and fluorescent lamps throughout the term of this Lease at 125% of LESSOR's cost to cover installation and removal);
 7. Passenger elevator service at all times;

8. Such Building security as LESSOR, in its sole discretion, deems advisable. The furnishing of the above described security for the Building in no way shall be deemed to make LESSOR an insurer or guarantor of the safety of LESSEE, LESSEE's employees, agents or guests or of LESSEE's property in the Building.

B. LESSOR shall furnish services listed in Section 8A at the proper season during workday hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and from 8:00 a.m. to 2:00 p.m. on Saturday, on normal business days, except holidays observed by the national banks in Shreveport, Louisiana. If LESSEE shall desire any of the services specified in this Section 8A at any time other than times herein designated, such service or services shall be supplied to LESSEE only at the written request of LESSEE delivered to LESSOR before 3:00 p.m. on the business day preceding such extra usage and LESSEE shall pay to LESSOR as additional rental the cost of such service or services, proportionately with other tenants requesting such service, immediately upon receipt of a bill therefore. LESSEE agrees that LESSOR shall not be liable for failure to supply any such heating, air conditioning, janitorial, lighting or electrical service; however, LESSOR agrees to use diligence to supply or resume the supply of such services, it being understood that LESSOR reserves the right to temporarily discontinue such services or any of them at such times as may be necessary by reason of accident, unavailability of employees, repairs, alterations or improvements or whenever by reason of strikes, lockouts, riots, acts of God, or any other happening beyond the control of LESSOR. LESSEE will be allowed, at LESSEE'S sole cost and expense, to install supplemental HVAC equipment, subject to the prior written approval of LESSOR, to address the need for 24-hour HVAC. LESSEE will maintain the existing supplemental units and any additional supplemental units placed within the Leased Premises at LESSEE'S sole cost and expense. In the event LESSEE installs supplemental HVAC, LESSEE will pay for the utility cost associated with its operation either through separate metering or from estimates provided by a mechanical engineer selected by LESSOR.

C. All property of LESSEE kept in or stored on the leased premises shall be so kept or stored at the risk of LESSEE only and LESSEE shall hold LESSOR harmless from any claims arising from or connected with damage to or loss of any such property. LESSOR shall not be held accountable, responsible or liable to LESSEE, LESSEE's employees, patrons, visitors or any other persons on or about the leased premises for any damage to person or property caused by, connected with, or arising from the condition of the premises or the act or negligence of LESSEE, its employees, patrons, or others, nor by other LESSEE, nor by fire, explosion, falling plaster, or other materials, steam, gas, electricity, water, rain sleet, snow, hail, or from leaks from any parts of the leased premises, or from the pipes, appliances, or plumbing works, nor from the roof, street, or subsurface or from any other place, or by dampness or by occupants of contiguous or adjacent property, or the public, or from any damage caused by operations in connection with any construction or demolition, or by any other cause or catastrophe whatsoever.

9. MAINTENANCE AND REPAIR

LESSEE will not in any manner deface or injure the Building and will pay the cost of repairing any damage or injury done to the Building or any part thereof by LESSEE or LESSEE's agents, employees, or invitees. LESSEE shall throughout the Lease Term take good care of the Premises and keep them free from waste and nuisance of any kind. LESSEE agrees to keep the Premises, including all improvements or fixtures installed by LESSEE, in good condition and make all necessary non-structural repairs to the Premises (including, without limitation, maintenance and upkeep pertaining to the floor coverings, paint, wall coverings and ceiling tiles). The performance by LESSEE of its obligations to maintain and make repairs shall be conducted by contractors or subcontractors approved in writing by LESSOR, such approval not to be unreasonably withheld or delayed, it being understood that LESSEE shall procure and maintain and shall cause such contractors and subcontractors engaged by or on behalf of LESSEE to procure and maintain insurance coverage against such risks, in such amounts and with such companies as LESSOR may require in connection with any such maintenance and repair. If LESSEE fails to make such repairs within thirty (30) days after the occurrence of the damage or injury, LESSOR may at its option make such repair, and LESSEE shall, upon demand therefore, pay LESSOR for the cost thereof. At the end or other termination of this Lease, LESSEE shall deliver up the Premises with all improvements located thereon (except as otherwise herein provided) in good repair and condition, reasonable wear and tear excepted, and shall deliver to LESSOR all keys to the Premises. LESSEE will not make or allow to be made any alterations or physical additions in or to the Premises except those of a cosmetic nature, without the prior written consent of LESSOR, such consent not to be unreasonably withheld or delayed. All alterations, additions or improvements (permanent in character) made in or upon the Premises, either by LESSOR or LESSEE, shall be LESSOR's property on termination of this Lease and shall remain on the Premises without compensation to LESSEE. All furniture, movable trade fixtures and equipment installed by LESSEE may be removed by LESSEE at the termination of this Lease if LESSEE so elects, and shall be so removed if required by LESSOR, or if not so removed shall, at the option of LESSOR, become the property of LESSOR without compensation to LESSEE. All such installations, removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the Premises or the primary structure or structural qualities of the Building or the plumbing, electrical lines or other utilities, and any damage caused by such removal shall be promptly repaired at Lessee's sole cost and expense.

10. CASUALTY INSURANCE; TAXES

- A. LESSOR shall pay all casualty and hazard insurance premiums charged for such insurance affecting the Building and its parking area.
- B. LESSOR shall pay, before delinquent, all ad valorem (real property) taxes assessed against the Building and the land upon which it is located.

11. ADJUSTMENT TO BASE RENTAL

A. The Operating Base Expense of the Building will be the actual Operating Expenses incurred for the 12-month period commencing January 1, 2025 through December 31, 2025, divided by the rentable square footage. If, in any calendar year during the term hereof, the Operating Expenses of the office area of the Building should exceed the Operating Base Expense (such excess being hereinafter referred to as the "Operating Expense Differential"), Tenant will pay, as additional rental for that year within 30 days of being notified by Landlord of said amount being due, its pro rata share of the Operating Expense Differential as determined by multiplying the Operating Expense Differential by a fraction, the numerator of which is the Leased Premises Rentable area (16,862 square feet) and the denominator of which is the Building Rentable area (41,185 square feet) (as may be adjusted from time to time) or 40.94% initially.

B. "Rentable floor space" in the Building for the purpose of this Lease shall be 41,185 square feet.

C. For the purposes of this Article, the term "operating expenses" shall mean all expenses, costs, and disbursements incurred by LESSOR in connection with the ownership and operation of the Building and its parking area, as determined in accordance with generally accepted accounting principles, including, but not limited to, the following:

1. The costs and fees of any management company engaged to manage the Building and its parking area, which costs and fees shall not exceed five (5%) percent of gross rentals.
2. The wages and salaries (including employment taxes, insurance and employee benefits) of all employees of LESSOR engaged in the operation, repair and maintenance of the Building and its parking areas.
3. The cost of repairs and general maintenance and the cost of all supplies and materials used in the operation, repair and maintenance of the Building and its parking areas.
4. LESSOR's utility costs, including fuel costs, for providing utility services to the Building and its parking areas, including the cost of providing water, gas, electricity, lighting, heating, air conditioning and ventilation for the Building and its parking areas.
5. The cost of all janitorial services, atrium and landscaping services, maintenance and service agreements on equipment, including alarm service, window cleaning and elevator maintenance.
6. Costs of providing Building security, as set forth in Article 8 of this Agreement.

7. The cost of casualty and liability insurance applicable to the Building and its parking areas and to LESSOR's movable property used in connection therewith.
8. All taxes and assessments and other governmental charges, whether federal, state, parish or municipal, attributable to the Building and its parking areas, excluding however federal and state income taxes. It is agreed that LESSEE will be responsible for all ad valorem taxes on its own movable property and on the value of all leasehold improvements added by LESSEE. It is agreed that LESSEE will be responsible for ad valorem taxes on its personal property and on the value of its leasehold improvements to the extent that same exceed building standard allowances. If at any time during the term of this Lease there shall be levied, assessed or imposed on Lessor or the Building by any governmental entity any general or special ad valorem tax or other charge or tax directly upon rentals received under leases covering space in the Building, or if any fee, tax, assessment, or other charge is imposed which is measured by or based, in whole or in part, upon such rents, or if any charge or tax is made based directly or indirectly upon the transactions represented by leases covering space in the Building or the occupancy or use thereof, such taxes, fees, assessments or other charges shall be included as "operating expenses".
9. Cost of all reasonable legal and accounting fees relating solely to the operation of the Building.

"Operating expenses" shall not include capital replacements or additions (unless such capital expenditure shall materially reduce operating costs, in which case such capital expenditure shall be amortized over a reasonable number of years and be included as an operating cost), the cost of any work or service performed for any lessee (including LESSEE) at lessee's cost, expenses for which LESSOR is reimbursed from the proceeds of insurance, by LESSEE, or by some third party, and expenses incurred in procuring new tenants, including advertising expenses and leasing commissions.

D. LESSEE's pro rata share of any increase in operating expenses shall be that fraction of the total of such increase incurred by LESSOR, the numerator of which shall be the total square feet of "rentable floor space" in the Leased Premises, as set forth in Article 1 of this Lease, and the denominator of which shall be the total square feet of "rentable floor space" in the Building, as set forth in this Article 11. LESSOR, at LESSOR's sole option, shall have the right to estimate the operating expenses for each annual period during the term of the Lease. If estimated annual operating expenses exceed the Operating Base Expense as defined in Paragraph 11(a) per square foot of rentable floor space in the Building, the proportion of such excess attributable to the Leased Premises shall be due and payable in twelve (12) equal installments to be added and paid with LESSEE's monthly rental payments to LESSOR. The first such monthly payment shall be payable to the first of the month after notice of such estimate is given by LESSOR to LESSEE. At the end of each annual period for which LESSOR has estimated operating expenses, if the actual operating expenses are different than estimated by LESSOR, an adjustment shall be made, and LESSOR shall refund any excess paid by LESSEE or collect any shortage from LESSEE. Reimbursements by LESSOR and any payment by LESSEE shall be due and payable within twenty (20) days after notice of the actual operating expenses for the annual period in question has been given by LESSOR to LESSEE.

E. If LESSOR does not estimate operating expenses as provided in Article 11D as soon as practicable following the end of each twelve (12) month period for which LESSEE shall owe LESSOR additional rental pursuant to this Article, LESSOR shall submit an invoice to LESSEE for the amount of such additional rental, and such invoice shall be due and payable within ten (10) days of its receipt by LESSEE. However, if this Lease shall terminate or expire on or before the end of any twelve (12) month period, LESSOR may submit an invoice to LESSEE for actual or estimated additional rental due under this Article not more than thirty (30) days prior to such expiration or termination date, and such invoice shall be due and payable within ten (10) days of its receipt by LESSEE. If LESSOR's invoice consists of an estimate or additional rental due, it shall so state, and if actual additional rental owed by LESSEE ultimately is determined to be greater than estimated, LESSEE shall pay any additional amount due within ten (10) days of receipt of LESSOR's invoice for same. If LESSOR determines it has overestimated additional rental due, it shall promptly refund to LESSEE the amount of any such overpayment by LESSEE.

F. Notwithstanding any other provision herein to the contrary, it is agreed that in the event the Building is not fully occupied during any calendar year or partial calendar year during the Lease Term or any renewal or extension thereof, an adjustment shall be made in computing the Operating Expenses and the Operating Expense Differential for any such year so that the Operating Expenses for such year shall be increased to the amount that, in LESSOR's reasonable and good-faith judgment, would have been incurred had the Building been 100% occupied during such calendar year or partial calendar year. All such expense categories will be accounted for and reported in accordance with generally accepted accounting principles.

G. **Audit of Additional Rent.** LESSEE may, at its own expense, cause an audit of LESSOR's books and records to be made with respect to LESSOR's determination of Additional Rent within three (3) months following the date on which LESSEE received notice of any Additional Rent pursuant to the terms hereof. If as a result of such audit, a determination is made that the Additional Rent specified in the LESSOR's notice is in excess of or less than the Additional Rent determined on audit, then LESSOR shall promptly refund to LESSEE all sums theretofore paid by LESSEE in excess of the amount owed, or LESSEE shall pay to LESSOR all additional sums owed to LESSOR as Additional Rent. If the Additional Rent specified in the LESSOR's notice is ten (10%) percent or more in excess of the Additional Rent due as determined by the audit, LESSOR shall reimburse LESSEE all costs and expenses incurred by LESSEE in connection with such audit. Any audit conducted by LESSEE hereunder shall not suspend LESSEE's obligation to pay Additional Rent pursuant to the terms hereof during the period of such audit.

12.

DAMAGE OR DESTRUCTION TO LEASED PREMISES

A. If the Leased Premises should be totally destroyed by fire, tornado or other casualty, or if the Leased Premises should be so damaged so that rebuilding or repairs cannot reasonably be completed within one hundred and eighty (180) working days after the date of written notification by LESSEE to LESSOR of the destruction, this Lease shall terminate and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

B. If the Leased Premises should be partially damaged by fire, tornado or other casualty, and rebuilding or repairs can reasonably be completed within one hundred and eighty (180) working days from the date of written notification by LESSEE to LESSOR of the destruction, this Lease shall not terminate, but LESSOR may at its sole risk and expense proceed with reasonable diligence to rebuild or repair the Building or other improvements to substantially the condition in which they existed prior to the damage. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by act or negligence of LESSEE, its agents, employees, invitees or those for whom LESSEE is responsible, the rent payable under this Lease during the period for which the Leased Premises are untenable shall be adjusted to such an extent as may be fair and reasonable under the circumstances. Notwithstanding the foregoing, in no event shall LESSOR be required to commence such repairs until such time as LESSOR has received the proceeds of all applicable insurance therefore, and further provided, that in no event shall LESSOR be obligated to expend for such repairs an amount in excess of the net insurance proceeds received as a result of such damage. In the event any mortgagee under a security agreement or mortgage of the Building should require that the insurance proceeds be used to retire the mortgage debt, LESSOR shall have no obligation to rebuild and this Lease shall terminate upon notice by LESSOR to LESSEE.

13.

EXTRA UTILITY USE

LESSEE's use of electric energy in the Leased Premises shall not at any time exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the Leased Premises. In order to insure that such capacity is not exceeded and to avoid possible adverse effect upon the Building's electric service, LESSEE shall not, without LESSOR's prior written consent (which consent shall not unreasonably be withheld), connect any equipment or any additional fixtures, appliances or equipment (other than small office machines and similar office equipment) to the Building's electric distribution system. As an essential condition to granting its consent to allow LESSEE's use of electric energy in the Leased Premises to exceed the capacity of the electrical conductor equipment serving the Leased Premises, LESSOR shall have the absolute right to require that LESSEE pay the full cost of all additional risers and other equipment required, and LESSOR shall have the absolute right to require LESSEE to pay as additional rental an amount required to reimburse LESSOR for the additional expense to pay the additional utility costs occasioned thereby.

**14.
EXPROPRIATION**

A. If, during the term (or any extension or renewal) of this Lease, all or a substantial part of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Leased Premises for the purpose for which they are then being used, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease effective on the date physical possession is taken by the condemning authority. LESSEE shall have no claim to the condemnation award.

B. In the event a portion of the Leased Premises shall be taken for any public or any quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by private sale in lieu thereof, and this Lease is not terminated as provided in subparagraph above, LESSOR may, at LESSOR's sole risk and expense, restore and reconstruct the Building and other improvements situated on the Leased Premises to the extent necessary to make it reasonably tenantable. The rent payable under this Lease during the unexpired portion of the term shall be adjusted to such an extent as may be fair and reasonable under the circumstances. LESSEE shall have no claim to the condemnation award.

**15.
DEFAULT**

A. The following shall constitute acts of default by LESSEE under this Lease, to-wit:

1. Failure of LESSEE to pay the rent or any other sums due hereunder within ten (10) days after written notice of failure to make such payment(s) when due;
2. Failure of LESSEE to continue to use the Leased Premises for the purpose for which said Leased Premises are being leased and failure to cure such condition within ten (10) days of receipt of written notice from LESSOR;
3. Abandonment of the Leased Premises by LESSEE;
4. Removal of a substantial part or all of the movable property from the Leased Premises, other than in the normal course of business, to the detriment of LESSOR's lien and privilege;
5. Adjudication of LESSEE in bankruptcy or the appointment of a receiver for LESSEE or the filing of bankruptcy, receivership or respite petition by or for LESSEE;
6. LESSEE's violation of any other covenants or conditions of this Lease or the Rules and Regulations attached hereto as **Exhibit D** and failure to cure same within fifteen (15) days of notice from LESSOR of said violation.

B. In the event of a default by LESSEE, as set forth above, LESSOR immediately may elect to exercise any of the following non-exclusive remedies, to-wit:

1. Accelerate the rent for the unexpired term of this Lease and declare the same immediately due and payable;
2. Immediately terminate this Lease and proceed to recover all past due rent and other sums due and owing as of the date of termination;
3. Proceed to recover all past due rent and other accrued liabilities only, reserving to LESSOR the right later to proceed for the remaining installments of rent and other sums for which LESSEE may be or become liable as a result of LESSEE's default.

Any of the foregoing remedies may be exercised without the necessity of LESSOR putting LESSEE in default, LESSEE hereby waiving any right to be formally placed in default; and LESSEE shall remain responsible for all damages or losses suffered by LESSOR as a result of LESSEE's default. LESSOR also shall have the right, but not the obligation, to re-enter the Leased Premises and to re-rent the Leased Premises at the best obtainable price, and LESSEE shall remain liable to LESSOR for any deficiency in the rent in the event that the re-entering is for a lesser rental than provided herein. LESSEE also shall remain responsible to LESSOR for any expenses incurred by LESSOR in connection with such re-entering.

C. In addition to any statutory lien or privilege for rent in LESSOR's favor, LESSOR shall have and LESSEE hereby grants to LESSOR a continuing security interest for all rentals and other sums of money becoming due hereunder from LESSEE, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of LESSEE situated on the Leased Premises and such property shall not be removed therefrom without the consent of LESSOR until all arrearage in rent as well as any and all other sums of money then due to LESSOR hereunder shall first have been paid and discharged. In the event of a default under this Lease, LESSOR shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Louisiana Uniform Commercial Code. LESSEE hereby agrees to execute such financing statements and other instruments necessary or desirable in LESSOR's discretion to perfect the security interests hereby created. Any statutory lien or privilege for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. At LESSOR's option, a photocopy of this Lease may be filed of record as a financing statement.

**16.
ATTORNEY'S FEES; COSTS/MECHANICS' LIENS**

A. All obligations of LESSEE are joint, several and in solido, and in case an attorney is employed to protect any rights of LESSOR hereunder, LESSEE shall pay all costs and expenses incurred by LESSOR, including reasonable attorney's fees, which fees shall be not less than twenty (20%) percent of any sums which may be due by LESSEE; but in the event no money amount is due, then said attorney's fees shall be a reasonable amount, but in no event shall said attorney's fees be less than Five Hundred and No/100ths (\$500.00) Dollars.

B. LESSEE will not permit any mechanics' lien or liens to be placed upon the Premises or the Building or improvements thereon during the Lease Term caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of LESSEE, and in the case of the filing of any such lien, LESSEE will promptly pay same. If default in payment thereof shall continue for twenty (20) days after written notice thereof from LESSOR to LESSEE, LESSOR shall have the right and privilege at LESSOR's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from LESSEE to LESSOR and shall be repaid to LESSOR immediately on rendition of a bill therefore.

**17.
SIGNS**

LESSEE shall not be permitted to post any signs on the Leased Premises, the Building or the land upon which it is located, except the lettered sign on LESSEE's principal entrance door from the corridor of the Building into the Leased Premises.

**18.
SUBLEASE; ASSIGNMENT**

LESSEE shall not, without the prior written consent of LESSOR, (a) assign or in any manner transfer this Lease or any estate or interest therein, or (b) permit any assignment of this Lease or any estate or interest therein by operation of law, or (c) sublet the Leased Premises or any part thereof, or (d) grant any license, concession or other right of occupancy of any portion of the Leased Premises or (e) permit the use of the Leased Premises by any parties other than LESSEE, its agents and employees, and any such acts without LESSOR's

prior written consent shall be void and of no effect. For purposes of this provision, if LESSEE is a corporation, partnership or other entity rather than a natural person, any transfer, whether in a single transaction or in a series of transactions (related or unrelated) of the controlling interest in such entity shall constitute an assignment of this Lease. Consent by LESSOR to one or more assignments or sublettings shall not operate as a waiver of LESSOR's rights as to any subsequent assignments or sublettings. Notwithstanding any assignment or subletting, LESSEE and any guarantor of LESSEE's obligations under this Lease shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of LESSEE's other obligations under this Lease. If LESSEE requests LESSOR's consent to an assignment of the Lease or subletting of all or a part of the Leased Premises, LESSEE shall submit to LESSOR, in writing, the name of the proposed assignee or subtenant, the term, use, rental rate and other particulars of the proposed subletting or assignment. LESSOR shall have the option [to be exercised within thirty (30) days from submission of LESSEE's written request] to cancel this Lease (or the applicable portion thereof as to a partial subletting) as of the commencement date stated in the above-mentioned subletting or assignment. Thereafter, LESSOR may lease the Leased Premises (or pertinent portion thereof) to the prospective subtenant or assignee without liability to LESSEE and LESSEE shall discharge in full any outstanding commission obligation with respect to such lease. If LESSOR consents to any subletting or assignment by LESSEE as hereinabove provided, and rents received by LESSEE under any such sublease or assignment are in excess of the rent payable by LESSEE under this Lease, or any additional consideration is paid to LESSEE by the assignee under any such assignment or sublease, then LESSOR may, at its option, either (a) declare such excess rents or additional consideration to be due and payable by LESSEE to LESSOR as additional rental hereunder, or (b) elect to cancel this Lease as hereinabove provided.

19.

FAILURE TO SURRENDER PREMISES

At the expiration of this Lease, or at its termination for any other cause, LESSEE immediately shall surrender possession of the Leased Premises to LESSOR, unless LESSEE has received the express written consent of LESSOR to remain in possession. Should LESSEE fail to deliver such possession within twenty-four (24) hours following notice from LESSOR to do so, LESSEE shall pay as liquidated damages two (2) times the rent per day for each day of occupancy thereafter.

20.

SALE OF BUILDING; ASSIGNMENT BY LESSOR; SUBORDINATION TO MORTGAGES

A. LESSOR may sell the Building, subject to this Lease, or may assign this Lease; and in either of said events, all the provision of this Lease as to the rights and obligations of LESSOR shall thereupon apply to such person or purchaser or assignee, and LESSOR shall thereupon be divested of all rights, and be released from all obligations hereunder.

B. This Lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect the Building or land upon which it is located, and to all renewals, modifications, consolidations, replacements or extensions thereof. This provision shall be self-operative and no other instrument of subordination form LESSEE shall be required by any mortgagee. In confirmation of such subordination, however, LESSEE agrees to execute promptly an acknowledgment of same, if any mortgagees request such an instrument from LESSOR, and LESSEE hereby constitutes and appoints LESSOR as the LESSEE's attorney-in-fact to execute any such acknowledgment or certificate for or on behalf of LESSEE. In the event of the enforcement by the holder of any such instrument of the remedies provided for by law or by such mortgage, LESSEE will, upon request of any person or parties succeeding to the interest of LESSOR as a result of such enforcement, automatically become the LESSEE of such successor in interest without change in the terms or other provisions of this Lease. Upon request by such successor in interest, LESSEE shall execute and deliver an instrument or instruments confirming the attornment provided for herein.

LESSEE agrees, from time to time, upon not less than ten (10) days prior notice by LESSOR, to execute, acknowledge and deliver to LESSOR a sworn statement in writing addressed to LESSOR or to such other party as LESSOR may request, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in force and effect as modified and stating the modifications), stating the dates to which the fixed minimum rent, Additional Rent and other charges have been paid stating whether or not to the best knowledge of the signer of such certificate there exists any default in the performance of any covenant, agreement, term, provision or condition contained in this Lease, and if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by LESSOR and by any mortgagee or prospective mortgagee of any mortgage affecting the Building and by any potential purchaser of the Building.

21.

WAIVER OF SUBROGATION

LESSOR and LESSEE hereby waive all claims, causes of action and rights of recovery against each other and their respective officers, agents and employees, for any death or bodily injury or for damage to or destruction of property or business, including but not limited to LESSOR's improvements and LESSEE's merchandise and property, which shall occur on or about the Leased Premises, the Building, or the land upon which it is located, and shall result from any of the perils insured under any and all policies of insurance maintained by LESSOR or LESSEE, regardless of cause, including the negligence or intentional wrongdoing of either party, or their respective officers, agents, employees, invitees or visitors; provided, however, that this waiver of subrogation is limited to the extent of recovery, less deductibles, if any, under such policy or policies of insurance, and further provided that this waiver shall be null and void to the extent any such insurance may be invalidated, or premiums increased, by reason of this waiver.

22.

RULES AND REGULATIONS

The Rules and Regulations affixed to this Lease as Exhibit D are made a part hereof as fully and to all intents and purposes as if they were copied in full herein. LESSEE agrees faithfully to observe and comply with, and cause LESSEE's employees, agents, licensees and visitors faithfully to observe and comply with said Rules and Regulations and such other and further Rules and Regulations as may be necessary or proper for the reputation, safety, care of and cleanliness of the Building and the Leased Premises, or the preservation of the good order therein, or the operation or maintenance of the Building or its equipment for the comfort of all the lessees thereof. LESSOR shall not be responsible to LESSEE for the nonperformance of any of said Rules and Regulations or changes or additions thereto by any other lessee. LESSOR shall at all times have the right to change such rules and regulations upon thirty (30) days written notice or to promulgate other rules and regulations in such manner as may be deemed advisable for safety, care, or cleanliness of the Building and related facilities or premises, and for preservation of good order therein, all of which rules and regulations, changes and amendments will be forwarded to LESSEE in writing and shall be carried out and observed by LESSEE.

23.

LESSEE'S PEACEABLE POSSESSION

LESSOR covenants and agrees with LESSEE that upon LESSEE paying the rent and other charges contained herein and performing all other covenants and conditions herein contained on LESSEE's part to be observed and performed, LESSEE shall and may peacefully and quietly have, hold and occupy the premises herein leased for the term aforesaid, subject, nevertheless, to the terms and conditions of this Lease; provided, however, that no eviction of LESSEE by reason of paramount title, the foreclosure of any mortgage now or hereafter on the Leased Premises, or by reason of any termination of any ground or underlying lease to which this Lease is subject and subordinate, whether such termination is by operation of law, by agreement or otherwise, shall be construed as a breach of this covenant, nor shall any action by reason thereof be brought against LESSOR; and, further provided, that this covenant shall bind and be enforceable against LESSOR only so long as LESSOR is in possession and is collecting rents from LESSEE, but not thereafter.

24.

NOTICE

Any notice which LESSOR or LESSEE may be required or desired to give to the other shall be deemed to have been properly given and payment of the rent and other charges due hereunder by LESSEE to LESSOR shall be deemed to have been properly paid if sent by United States Mail, postage prepaid, addressed as follows:

To LESSOR at: One Texas Centre, L.C.
c/o Vintage Realty Company
330 Marshall Street, Suite 200
Shreveport, Louisiana 71101
Attn: Alvin Childs, Jr. / David Alexander
alchilds@vintagerealty.com

To LESSEE at: City of Shreveport
Attn: Tom Arceneaux
505 Texas St.
Shreveport, Louisiana, 71101
E-mail: _____

or if delivered in person. Either party hereto may change the place or places or the party to whom such notices may be sent and the LESSOR may change the place or places where the rent shall be paid at any time by written notice to the other party hereto, either sent by United States Mail, postage prepaid, addressed as provided above, or delivered in person.

**25.
CERTAIN RIGHTS RESERVED BY LESSOR**

LESSOR shall have the following rights, exercisable without notice and without liability to LESSEE for damage or injury to property, persons or business and without effecting an eviction, constructive or actual, or disturbance or LESSEE's use or possession or giving rise to any claim for set-off or abatement of rent:

1. To decorate and to make repairs, alterations, additions, changes or improvements, whether structural or otherwise, in and around the Building, or any part thereof, and for such purposes to enter upon the Premises and, during the continuance of any such work, to temporarily close doors, entryways, public space and corridors in the Building, to interrupt or temporarily suspend Building services and facilities and to change the arrangement and location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets, or other public parts of the Building, all without abatement of rent or affecting any of LESSEE's obligations hereunder, so long as the Premises are reasonably accessible.
2. To have and retain a paramount title to the Premises free and clear of any act of LESSEE purporting to burden or encumber them.
3. To grant to anyone the exclusive right to conduct any business or render any service in or to the Building, provided such exclusive right shall not operate to exclude LESSEE from the use expressly permitted herein.
4. To prohibit the placing of vending or dispensing machines of any kind in or about the Premises without prior written permission of LESSOR.
5. To have access for LESSOR and other tenants of the Building to any mail chutes located on the Premises according to the rules of the United States Postal Service.
6. To take all such reasonable measures as LESSOR may deem advisable for the security of the Building and its occupants, including without limitation, the search of all persons entering or leaving the Building, the evacuation of the Building for cause, suspected cause, or for drill purposes, the temporary denial of access to the Building, and the closing of the Building after normal business hours and on Saturdays, Sundays and holidays, subject, however, to LESSEE's right to admittance when the Building is closed after normal business hours under such reasonable regulations as LESSOR may prescribe from time to time which may include by way of example but not of limitation, that persons entering or leaving the Building, whether or not during normal business hours, identify themselves to a security officer by registration or otherwise and that such persons establish their right to enter or leave the Building.

**26.
REAL ESTATE COMMISSION**

Intentionally deleted

**27.
MISCELLANEOUS**

A. **Removal of LESSEE's Property.** If the LESSEE shall fail to remove all of LESSEE's property from the Leased Premises on termination of this Lease for any cause whatsoever, the LESSOR may at its option remove the same in any manner that the LESSOR shall choose and store said property without liability to the LESSOR for loss thereof or damage thereto. LESSOR shall have the right but not the obligation to store any or all of LESSEE's abandoned property and shall not be responsible for the safety or deterioration of same.

B. Wherever necessary, or as used in this Lease, the singular shall be construed to read in the plural, and where it is used in this Lease in the masculine shall be construed to read in the feminine and neuter whenever applicable.

C. It is mutually agreed that the covenants and conditions herein contained constitute the complete and full agreement between the parties. No alterations, amendments or modifications of this agreement shall be binding upon the parties unless first reduced to writing and signed thereby.

D. This Lease and all of the agreements and stipulations herein contained shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto.

E. Waiver by either party of a breach of any term or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition hereof. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by LESSEE of any of the terms hereof, other than failure of the LESSEE to pay the particular rentals so accepted, regardless of LESSOR's knowledge of a preceding breach at the time of acceptance of such rent.

F. The summary page of this Lease is adopted by reference, and made a part hereof, as fully as if set forth at length in this paragraph. All exhibits and attachments referred to in such summary page are likewise adopted by reference as fully as if described in the body of the Lease Agreement.

G. Whenever a period of time is herein prescribed for action to be taken by LESSOR, LESSOR shall not be liable or responsible for and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of LESSOR.

H. **Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one instrument and the same agreement, and in making proof of this Lease, it shall never be necessary to produce or account for more than one such counterpart. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

**28.
APPROVAL BY LENDERS**

LESSOR and LESSEE are aware that this Lease may have to be approved by LESSOR's interim and permanent mortgage lenders. In connection therewith, LESSOR shall exercise at its best efforts to secure such approval at the earliest practicable date and the parties hereto shall promptly and in good faith consider the reasonable revisions, if any, required by LESSOR's lenders. If LESSEE shall refuse to

consent to any such reasonable required revisions, LESSOR may elect to terminate this Lease, in which event neither party shall have any further obligations hereunder.

**29.
PARKING**

A. LESSEE shall have the right to lease thirty (30) parking spaces in the adjacent surface level parking lot by One Texas Centre at a reduced rate of Sixty and No/100 (\$60.00) Dollars per month per space.

B. Said parking agreement will be on a monthly basis with the rent due on the first day of the month. If the parking rental agreement is executed on any other day than the first day of the month, rent will be computed on a pro rata monthly basis. LESSEE agrees that LESSOR shall not be responsible for any loss, theft or damage to any articles left in the said automobile(s), nor shall LESSOR be responsible for any loss or damage to the said automobile(s) or part thereof, while in, or being driven to or from, said premises howsoever caused.

LESSEE agrees that all automobiles in said premises shall be driven and handled at the risk of the owner thereof, and any person driving said automobile shall be the servant and employee of the owner, and LESSEE hereby indemnifies LESSOR for any damages occurring as a result of said operation.

No person is authorized to accept possession, care or custody of any articles in said automobile(s) or to agree to any change of conditions herein contained.

It is further understood and agreed that in the event said agreement is canceled, LESSEE agrees to remove said automobile(s) from the premises promptly upon demand; otherwise, LESSEE authorizes LESSOR to remove said automobile(s) to storage without assumption of any liability whatsoever.

It is further understood and agreed, that this agreement is on a month to month basis and that LESSOR reserves the right to change the monthly rate subject to notice.

**30.
RIGHT OF SUBSTITUTION**

If the leased premises contain an area of 2,000 square feet or less, LESSOR shall have the right at any time during the term hereof, upon giving LESSEE not less than sixty (60) days prior written notice, to provide and furnish LESSEE with space elsewhere in the building of approximately the same size as the leased premises and remove and place LESSEE in such space, with LESSOR to pay all reasonable costs and expenses incurred as a result of such removal of LESSEE. Should LESSEE refuse to permit LESSOR to move LESSEE to such new space at the end of said sixty (60) day period, LESSOR shall have the right to cancel and terminate this lease effective ninety (90) days from the date of original notification by LESSOR. If LESSOR moves LESSEE to such new space, this lease and each and all of its terms, covenants and conditions shall remain in full force and effect and be deemed applicable to such new space, and such new space shall thereafter be deemed to be the premises as though LESSOR and LESSEE has entered into an express written amendment of this lease with respect thereto.

**31.
CHANGE OF BUILDING NAME**

LESSOR reserves the right at any time to change the name by which the Building is designated.

**32.
NON-RECORDATION SHORT FORM**

LESSEE shall not record this lease without the written permission of LESSOR; however, on request of either party, or Vintage Realty Company, the other party shall join in the execution of a memorandum or "short form" of this lease for the purposes of recordation. The memorandum shall describe the parties, the leased premises, and the term of this lease, and shall incorporate this lease by reference.

**33.
GENDER**

Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**34.
CAPTIONS**

The captions contained in this Lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this Lease.

**35.
OPTION TO RENEW**

If at the end of the primary term of this Lease, LESSEE is not in default of any of the terms, conditions, or covenants of the Lease, LESSOR grants to LESSEE, but not any assignee or sublessee of LESSEE, ONE (1) option to renew this lease for an additional term of Thirty-six (36) months with the following exceptions:

- (a) Rental for the renewal term shall be based on the then prevailing rental rates for properties of equivalent quality, size, utility, and location, with the length of the lease term and credit standing of Tenant to be taken into account, however
- (b) If LESSEE desires to renew this Lease, LESSEE will notify LESSOR of its intention to renew no later than one hundred eighty (180) days prior to the expiration date of the Lease; LESSOR shall within the next fifteen (15) days, notify LESSEE of the proposed rental rate and LESSEE shall have fifteen (15) days thereafter to notify LESSOR in writing of its acceptance or rejection of the proposed rental rate. If rejected, this Lease shall terminate on the expiration date of the lease term (as previously renewed, if applicable). If accepted, this lease shall automatically be renewed for the renewal term at the proposed rental rate; and
- (c) Upon expiration of the first renewal option term, LESSEE shall have no further renewal options unless granted by LESSOR in writing.

SIGNATURES ON NEXT PAGE

THUS DONE AND SIGNED at Shreveport, Louisiana, on the dates noted below after due reading of the whole.

**LESSOR:
ONE TEXAS CENTRE, L.C.**

By: _____
Alvin Childs, Jr., Manager Date

By: _____
David Alexander, Manager Date

**LESSEE:
CITY OF SHREVEPORT**

By: _____
Date

Name: Tom Arceneaux

Its: Mayor

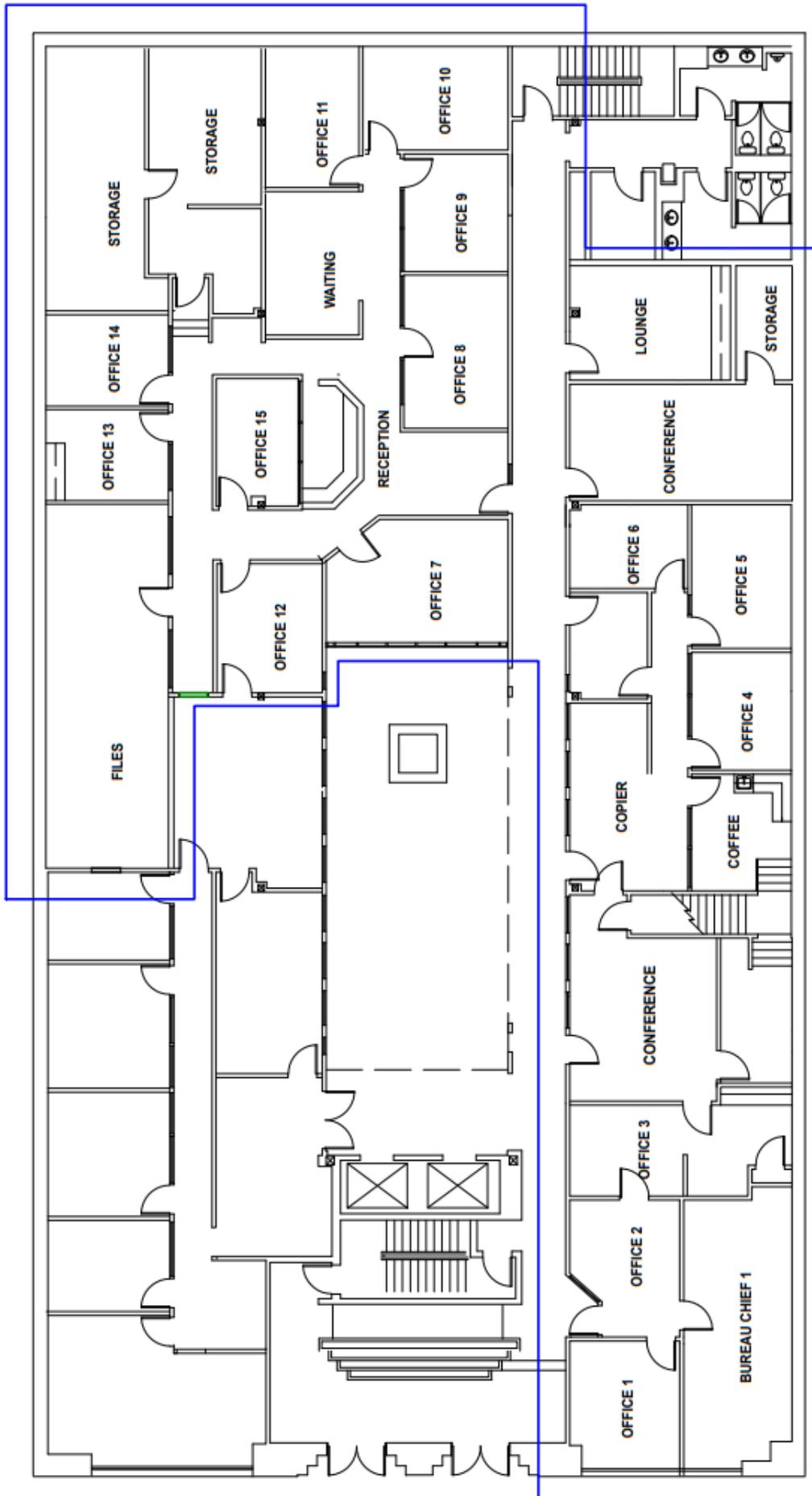
**AGENT/BROKER:
VINTAGE REALTY COMPANY, L.L.C.**

By: _____
Alvin Childs, Jr., Broker Date

EXHIBIT A
LEGAL DESCRIPTION

Lots 13 and 14, Block 32, City of Shreveport, Caddo Parish, Louisiana, as per plat recorded in Conveyance Book 250, Page 100 of the records of said parish.

EXHIBIT B-1
OUTLINE OF FIRST FLOOR PREMISES

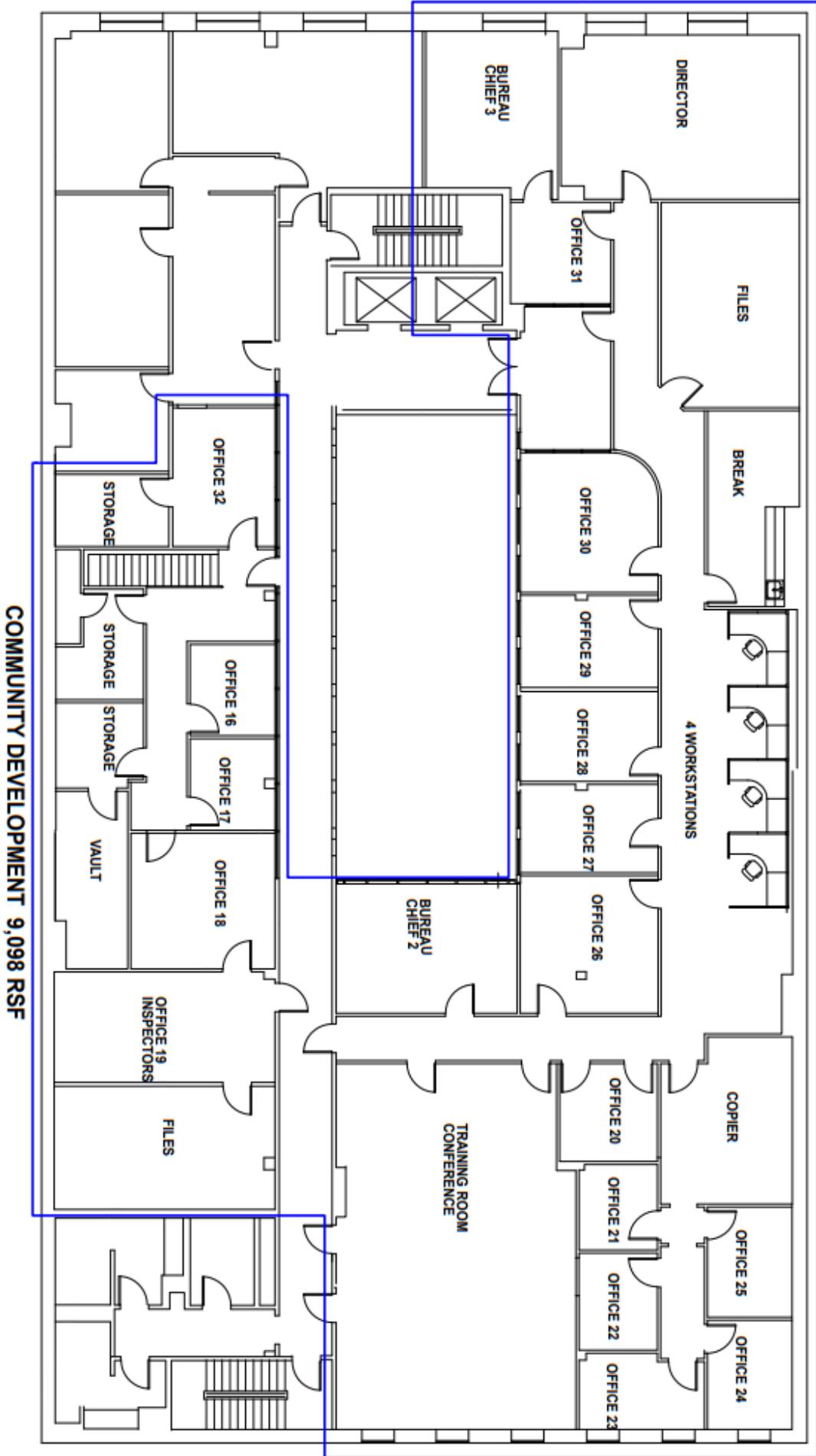


COMMUNITY DEVELOPMENT 7,764 RSF



INITIALS – LESSOR _____ LESSEE _____

**EXHIBIT B-2
OUTLINE OF SECOND FLOOR PREMISES**



INITIALS – LESSOR _____ LESSEE _____

EXHIBIT C
WORK LETTER

THIS RIDER is attached to and forms a part of that certain Lease between **ONE TEXAS CENTRE, L.C.** (hereinafter referred to as LESSOR), and **CITY OF SHREVEPORT**, (hereinafter referred to as LESSEE).

1. LEASEHOLD IMPROVEMENTS CONSTRUCTION:

(a) Lessee authorizes Lessor to act as Lessee's agent to execute contracts with such persons, firms or corporations ("hereinafter known as Lessor's contractors") as Lessor deems advisable for the completion of Leasehold Improvements. The Leasehold Improvements will be constructed in accordance with work described on Exhibit C-1.

(b) If Lessee desires any additional work to be performed or desires to change the plans and specifications, Lessee will provide plans and specifications for such work at Lessee's expense. All such plans for additional work will be subject to Lessor's approval which will not be unreasonably withheld.

(c) If Lessee requests Lessor to perform any additional work, such work will be performed by Lessor at Lessee's expense. Prior to commencing any such work requested by Lessee, Lessor will submit to Lessee written estimates of the cost of any such work. If Lessee fails to approve any such estimates within two (2) days, the same will be deemed disapproved in all respects by Lessee and Lessor will not be authorized to proceed thereon.

2. LEASEHOLD IMPROVEMENTS PAYMENT:

(a) The Lessor will pay the actual cost of the Leasehold Improvements described in Exhibit C-1.

(b) It is herein understood that any additional improvements made to the Leased Premises and the associated cost shall be the sole responsibility of the LESSEE; subject to the terms and conditions set forth in this Work Letter and in the Lease document.

3. COMMENCEMENT OF RENT:

If Leasehold Improvements are performed by Lessor's contractor, it is agreed that notwithstanding the date provided in the Lease for the commencement of the term thereof, such term will not commence until the substantial completion of all Building Standard Lessee Improvements as hereinabove defined, and the termination date will be extended for a period of time equal to the period of any such delay in commencement of the term thereof; however, the commencement of the term of the said Lease and the Lessee's obligation for the payment of rental thereunder will be as set forth in the Lease if Lessor or Lessor's contractor(s) will be delayed in substantially completing said work as a result of:

- (1) Lessee's failure to furnish information with respect to Lessee's requirements for the Leasehold Improvements within a reasonable time limit.
- (2) Lessee's failure to approve written cost estimate as provided above;
- (3) Changes by Lessee in the final plans and specifications prepared pursuant to paragraph 1(c) above;
- (4) Delay of delivery of materials, finishes, or installations requested by Lessee other than materials, finishes and installations used as Building Standard items by Lessor's contractors in the Building; and
- (5) Any other delay (including without limitation, delay in providing necessary approvals or disapprovals required of Lessee) caused by the actions or inactions of Lessee.

LESSOR:
ONE TEXAS CENTRE, L.C.

By: _____
Alvin Childs, Jr., Manager Date

By: _____
David Alexander, Manager Date

LESSEE:
CITY OF SHREVEPORT

By: _____
Date

Name: Tom Arceneaux

Title: Mayor

EXHIBIT C-1

SCOPE OF WORK – FIRST FLOOR

Suite 101

- Steam clean carpet throughout & scrub ceramic tile in reception area.
- Open up wall where stairwell was closed off
- Open up wall to connect suite to Ste. 105; repair walls & paint as needed
- Replace lightbulbs in existing fixtures.
- Remove screws/nails from walls throughout.

Suite 105

- Steam clean carpet throughout
- Replace lightbulbs in existing fixtures.

Conference Room

- Clean out storage room of any building items. Relocate to Ste. 340

Breakroom on 1st floor (adjacent to Conference Room)

- Install new fridge & dishwasher. Remove existing appliances.

Suite 102

- Steam clean carpet throughout.
- Touch up wood doors throughout
- Remove screws/nails from walls throughout.
- Office 9 - Adjust ceiling tiles
- Office 10 - Repair VWC & install missing cover plates
- Office 11 – remove VWC, texture & paint entire room
- Waiting – Repaint area
- Files – rehang cabinets, paint entire area & add missing baseboards
- Storage – remove excess stuff from room
- Office 14 – No work
- Office 13 – strip/wax VCT & clean walls
- Workstations – adjust ceiling tiles, add missing baseboards
- Office 12 – Replace missing ceiling tiles
- Office 15 – Replace stained & cracked ceiling tile
- Reception – clean black spot on wall in hallway

EXHIBIT C-2

SCOPE OF WORK – SECOND FLOOR

Suite 200A

- Remove existing door in Office 32 & close up wall.
- Steam clean carpet throughout

Suite 204

- Steam clean carpet throughout
- Open wall & add door to connect suite to Ste. 200A; repair walls as needed & paint.
- Office 17 – patch wall, remove surface mounted phone cable & paint wall
- Replace all lightbulbs in suite with new
- Remove screws/nails from walls throughout.

Suite 210

- Steam clean carpet throughout
- Remove screws/nails from walls throughout.
- Replace lightbulbs in existing fixtures.

Suite 215/220

- Demo walls as shown on plan to create a 25'5" x 38'6" training/conference room
- Add 3 doors & remove 1 door as shown on plan
- Install sheetrock on walls (leave brick partially exposed on exterior window wall to match existing)
- Install building standard carpet and rubber baseboards
- Install standard electrical outlets in training room
- Install drop ceiling with 2x4 ceiling tiles & grid
- Install LED light fixtures in ceiling
- Alter existing fire sprinkler heads to incorporate into new ceiling
- Repair 1 window frame to match window frames in Ste. 220
- Modify existing HVAC ductwork to allow for the proper amount of supply air into the training room

Suite 201

- Add wall & door to create Office 29 as shown on plan
- Steam clean carpet throughout & strip/wax VCT

EXHIBIT D
BUILDING RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways, and similar areas shall not be obstructed nor shall refuse, furniture, boxes or other items be placed therein by LESSEE or its officers, agents, servants, and employees, or used for any purpose other than ingress and egress to and from the Premises, or for going from one part of the Building to another part of the Building. Canvassing, soliciting and peddling in the Building are prohibited.

2. No awnings or other projects will be attached to the outside walls of the Building without the prior written consent of the LESSOR. No curtains, blinds, shades, or screens will be attached to, hung in, or used in connection with any window or door of the Leased Premises without the prior written consent of the LESSOR. Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be quality, type, design and color, and attached in the manner approved by the LESSOR. LESSOR will control all internal lighting that may be visible from the exterior of the Building and shall have the right to change any unapproved lighting, without notice to LESSEE, at LESSEE's expense.

3. No signs, advertisements, notices or other lettering will be exhibited, inscribed, painted, or affixed by any LESSEE on any part of the outside or inside of the Leased Premises or Building without the prior written consent of the LESSOR. In the event of the violation of the foregoing by any LESSEE, the LESSOR may remove the same without any liability, and may charge the expense incurred by such removal to the LESSEE. Interior signs on doors will be inscribed, painted, or affixed for each LESSEE by the LESSOR at the expense of such LESSEE, and will be of a size, color and style acceptable to the LESSOR. LESSOR reserves the right to install and maintain a sign or signs on the exterior and on the roof of the Building.

4. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways, or other public places in the Building will not be covered or obstructed by any LESSEE, nor will any bottles, parcels, or other articles be placed on the window ledges.

5. LESSOR will provide and maintain an alphabetical directory board for all LESSEES in the first floor (main lobby) of the Building and no other directory shall be permitted unless previously consented to by LESSOR in writing.

6. No showcase or other articles will be put in front of, or affixed on, any part of the exterior of the Building nor placed in the halls, corridors, or vestibules, without prior written consent of the LESSOR.

No nails, hooks, or screws shall be driven into or inserted in any part of the Building except as approved by Building maintenance personnel.

7. No LESSEE will mark, paint, drill into, or in any way deface any part of the Leased Premises or the Building of which they form a part. No boring, cutting, or stringing of wires will be permitted except with the prior written consent of LESSOR and as it may direct. No LESSEE will lay linoleum, or other similar floor covering, so that the same will come in direct contact with the floor of the Leased Premises; and if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt will be first affixed to the floor by a paste or other similar material soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

8. No bicycles, vehicles, birds, or animals of any kind will be brought into or kept in or about the Leased Premises, and no cooking will be done or permitted by any LESSEE on the said premises. However, this does not prevent LESSEE from having coffee, soft drinks, candy and other items for use of LESSEE's employees, servants, agents or visitors. LESSEE will not cause or permit any unusual or objectionable odors to be produced upon or permeate from the Leased Premises.

9. No space in the Building will be used for manufacturing, or for the sale of property of any kind at auction.

10. No LESSEE will make, or permit to be made, any unseemly or disturbing noises, or disturb or interfere with occupants of the neighboring buildings or premises or those having business with them. No LESSEE will throw anything out of the doors, windows, or skylights, or down the passageways.

11. No additional locks or bolts of any kind will be placed upon any of the doors or windows by any LESSEE, nor will any changes be made in existing locks or the mechanism thereof, without the prior written approval of LESSOR, which approval will not be unreasonably withheld. LESSEE will be supplied, free of charge, with two keys for each door on the Leased Premises. Each LESSEE must, upon the termination of his tenancy, restore to the LESSOR all keys of stores, offices and toilet rooms, either furnished to or otherwise procured by such LESSEE.

12. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by LESSEES of any bulky material, merchandise or materials which require use of elevators or stairways, or movement through the Building entrances or lobby shall be restricted to such hours as LESSOR shall designate. All such movement shall be under the supervision of LESSOR and in the manner agreed between the LESSEES and LESSOR by prearrangement before performance. Such prearrangement initiated by a LESSEE will include determination by LESSOR, and subject to its decision and control, as to the time, method, and routing of movement and as to limitations for safety or other concern which may prohibit any article, equipment or any other item from being brought into the Building. The LESSEES are to assume all risks as to the damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of LESSOR if damaged or injured as a result of acts in connection with carrying out this service for a LESSEE from the time of entering the property to completion of work; and LESSOR shall not be liable for acts of any person engaged in, or any damage or loss to any of said property or persons resulting from, any act in connection with such service performed for a LESSEE.

LESSOR shall have the power to prescribe the weight and position of safe and other heavy equipment or items, which shall in all cases, to distribute weight, stand on supporting devices approved by LESSOR. All damages done to the Building by the installation or removal of any property of a LESSEE, or done by a LESSEE'S property while in the Building, shall be repaired at the expense of such LESSEE.

A LESSEE shall notify the Building manager when safe or other heavy equipment are to be taken in or out of the Building, and the moving shall be done under the supervision of the Building manager, after written permission from LESSOR. Persons employed to move such property must be acceptable to LESSOR.

All deliveries of furniture, freight, office equipment or other materials for dispatch or receipt by LESSEE must be made by licensed commercial movers via the designated entrance of the Building in a manner and during hours set by LESSOR from time to time. Prior approval must be obtained from the LESSOR'S Building Manager for any deliveries that might interfere with the free movement of others through the public corridors of the Building. All hand trucks shall be equipped with rubber tires and rubber side guards.

13. No LESSEE will open, or permit windows to be opened, at any time.

14. The leased premises shall not be used for lodging, sleeping, or cooking or for any immoral or illegal purpose or for any purpose that will damage the premises or the reputation thereof, or for any purpose other than that specified in the lease covering the premises.

15. The requirements of LESSEES will be attended to only upon application at the office of the Building. Employees will not perform any work or do anything outside of their regular duties unless under special instructions from the office of the LESSOR.

16. With respect to work being performed by LESSEES in any leased premises with the approval of LESSOR, all LESSEES will refer all contractors, contractors' representatives and installation technicians rendering any service to them to LESSOR for LESSOR'S supervision, approval and control before the performance of any contractual services. This provision shall apply to all work performed in the Building including, but not limited to, installations of telephones, electrical devices and attachments, doors, entranceways, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the Building.

17. Corridor doors, when not in use, shall be kept closed.

18. Each LESSEE shall cooperate with LESSOR'S employees in keeping its leased premises neat and clean. LESSEES shall not employ any person for the purpose of such cleaning other than the Building's cleaning and maintenance personnel.

19. LESSOR shall be in no way responsible to the LESSEES, their agents, employees, or invitees for any loss of property from the leased premises or public areas or for any damages to any property thereon from any cause whatsoever. LESSOR will not be responsible for lost or stolen personal property, money or jewelry from LESSEE'S leased premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

20. To ensure orderly operation of the Building, no ice, mineral, towels, newspapers, etc. shall be delivered to any leased area except by persons appointed or approved by LESSOR in writing.

21. Should a LESSEE require telephonic, enunciator or other communication service, LESSOR will direct the electrician where and how wires are to be introduced and placed and none shall be introduced or placed except as LESSOR shall direct. Electric current shall not be used for power or heating without LESSOR'S prior written permission.

22. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. The wash rooms and rest rooms and appurtenances thereto shall not be used for any other purposes than those for which they were constructed, and no sweepings, rubbish, rags or other improper substances shall be thrown or placed therein. No person shall waste water by interfering or tampering with the faucets, or otherwise. Any damage resulting to said wash rooms or restrooms or appurtenances shall be paid for by the Lessee who, or whose agents and employees, shall cause such damage, and LESSOR shall not in any case be responsible therefore.

23. No machinery of any kind, other than ordinary office machines such as typewriters, computers, printers, copiers and calculators, shall be operated on Premises without prior written consent of LESSOR, nor shall a LESSEE use or keep in the Building any inflammable or explosive fluid or substance (including Christmas trees and ornaments), or any illuminating materials. No space heaters or fans shall be operated in the Building.

24. LESSOR shall have the right to prohibit the use of the name of the Building or any other publicity by LESSEE which in LESSOR'S opinion tends to impair the reputation of the Building or its desirability for the executive offices of LESSOR or of other lessees, and upon written notice from LESSOR, LESSEE will refrain from or discontinue such publicity.

25. LESSEE shall not do anything, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other LESSEES, or do anything in conflict with the valid pertinent laws, rules or regulations of any governmental authority.

26. No LESSEE, nor any of LESSEE'S servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Demised Premises any **firearm** without prior expressed written consent of the LESSOR.

27. Except for common areas designated for such purposes, smoking, eating and drinking are prohibited in all common areas of the Building, including bathrooms.

28. No food and/or beverages shall be distributed from LESSEE'S office without the prior written approval of the Building manager.

29. LESSEES will not locate furnishings or cabinets adjacent to mechanical or electrical access panels or over air conditioning outlets so as to prevent operating personnel from servicing such units as routine or emergency access may require. Cost of moving such furnishings for LESSOR'S access will be for LESSEE'S account. The lighting and air conditioning equipment of the Building will remain the exclusive charge of the Building designated personnel.

30. LESSEE shall comply with parking rules and regulations as may be posted and distributed from time to time.

31. Vending machines or dispensing machines of any kind will not be placed in the Premises by a LESSEE.

32. No solicitation will be permitted in the Building without the express written consent of the LESSOR.

33. The LESSOR may waive or modify any one or more of these rules for the benefit of any particular LESSEE of said Building, but no such waiver by the LESSOR of any such rules shall be construed as a waiver or modification of such rule in favor of any other LESSEE or LESSEES of said Building, nor prevent the LESSOR from thereafter enforcing any such rule against any or all of the LESSEES of said Building.

34. The LESSOR reserves the right to rescind any of these rules (as to any particular LESSEE or as to all LESSEES generally) and to make such other and further rules and regulations as in the judgement of LESSOR shall from time to time be needed for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its LESSEES, their agents, employees and invitees, which rules when made and notice thereof given to a LESSEE shall be binding upon him in like manner as if originally herein prescribed. In the event of any conflict inconsistency, or other difference between the terms and provisions of these Rules and Regulations (as now or hereafter in effect) and the terms and provisions of any lease now or hereafter in effect between LESSOR and any Lessee in the Building, Lessor shall have the right to rely on the term or provision in either such lease or such Rules and Regulations which is most restrictive on such LESSEE.

**ACCEPTED BY LESSEE:
CITY OF SHREVEPORT**

By: _____

Printed Name: Tom Arceneaux

Its: Mayor

CUSTOMER INFORMATION FORM

What Customers Need to Know When Working With Real Estate Brokers or Licensees

This document describes the various types of agency relationships that can exist in real estate transactions.

AGENCY means a relationship in which a real estate broker or licensee represents a client by the client's consent, whether expressed or implied, in an immovable property trans-action. An agency relationship is formed when a real estate licensee works for you in your best interest and represents you. Agency relationships can be formed with buyers/sellers and lessors/lessees.

DESIGNATED AGENCY means the agency relationship that shall be presumed to exist when a licensee engaged in any real estate transaction, except as otherwise provided in LA R.S. 9:3891, is working with a client, unless there is a written agreement providing for a different relationship.

- The law presumes that the real estate licensee you work with is your designated agent, unless you have a written agreement otherwise.
- No other licensees in the office work for you, unless disclosed and approved by you.
- You should confine your discussions of buying/selling to your designated agent or agents only.

DUAL AGENCY means an agency relationship in which a licensee is working with both buyer and seller or both landlord and tenant in the same transaction. Such a relationship shall not constitute dual agency if the licensee is the seller of property that he/she owns or if the property is owned by a real estate business of which the licensee is the sole proprietor and agent. A dual agency relationship shall not be construed to exist in a circumstance in which the licensee is working with both landlord and tenant as to a lease that does not exceed a term of three years and the licensee is the landlord. Dual agency is allowed only when informed consent is presumed to have been given by any client who signed the dual agency disclosure form prescribed by the Louisiana Real Estate Commission. Specific duties owed to both buyer/seller and lessor/lessee are:

- To treat all clients honestly.
- To provide factual information about the property.
- To disclose all latent material defects in the property that are known to them.
- To help the buyer compare financing options.
- To provide information about comparable properties that have sold so that both clients may make educated buying/selling decisions.
- To disclose financial qualifications to the buyer/lessee to the seller/lessor.
- To explain real estate terms.
- To help buyers/lessees arrange for property inspections
- To explain closing costs and procedures.

CONFIDENTIAL INFORMATION means information obtained by a licensee from a client during the term of a brokerage agreement that was made confidential by the written re-quest or written instruction of the client or is information the disclosure of which could materially harm the position of the client, unless at any time any of the following occur:

- The client permits the disclosure by word or conduct.
- The disclosure is required by law or would reveal serious defect.
- The information became public from a source other than the licensee.

By signing below you acknowledge that you have read and understand this form and that you are authorized to sign this form in the capacity in which you have signed.

LESSOR:
ONE TEXAS CENTRE, L.C.

By: _____
Alvin Childs, Jr.

Title: **Manager**

Date: _____

By: _____
David Alexander

Title: **Manager**

Date: _____

Licensee: **Hilary Bransford**

Signed: _____

Date: _____

Licensee: **Claire Childs**

Signed: _____

Date: _____

LESSEE:
CITY OF SHREVEPORT

By: _____

Name: **Tom Arceneaux**

Title: **Mayor**

Date: _____

Licensee: **Hilary Bransford**

Signed: _____

Date: _____

