

COMMERCIAL MODIFIED GROSS LEASE AGREEMENT

PARTIES: Lee H. Longstreet, Jr., designated agent, heir or representative, hereinafter referred to as "Lessor", hereby lease to _____, hereinafter referred to as "Lessee", subject to all liens, encumbrances, regulations, laws, reservations, servitude, rights of way, and restrictions of record, the following described premises:

Suite/s 5 which totals approximately 1080 square feet, measuring approximately 18' x 60', in the building bearing municipal number 4240 Williams Blvd. Kenner, La. 70065 and the use of an average of 4 non-reserved community shared parking spaces per suite.

INITIAL BASE RENT: This Lease is made in consideration of rent, including CAM, payable monthly in advance of \$ 1,350.00 .

PAYMENTS: Rent is due on the first day of each month and if not received by the 5th or postmarked by the 3rd, a late charge of \$50.00 will additionally be due. Late fees shall accumulate at the rate of \$10 per day thereafter. After 15 days of non payment, the Lease shall be considered in default. Three or more late payments within any calendar year may, at Lessor's option, be deemed a default.

Any payments not honored upon presentation for any reason whatsoever, will be considered as having never been received. Lessee additionally agrees that for any reason, dishonored payments or NSF checks will incur an additional handling fee of \$100 and that Lessor shall have the option to require future payments to be via Cashiers Check or Money Order.

Rental payments are payable by check or money order only and to be sent via US Mail to:
Lee H. Longstreet, Jr.
128 Windward Passage
Slidell, LA 70458

Lessor may designate other places for the payment of rent by advance written notice to Lessee.

INITIAL TERM: This Lease is for the term of 1-year commencing on _____. Renewals thereafter shall be based on the current year's rate plus an adjustment calculated not to exceed the cumulative sum of the consumer price index for the number of years the current rate has been in effect unless Lessor's cost of operation exceeds same. If Lessee, or Lessor, desires that this lease terminate at the expiration of its term, he must give to the other party written notice at least 60 days prior to that date. Without formal renewal the terms of the lease shall continue month to month until 30-days advance notice of intent to terminate is given by either party.

SECURITY DEPOSIT: A non-interest bearing deposit in guaranteed funds equal to one month's rent is required to secure the lease along with the first month's rent due. Any amounts due by Lessee may be deducted from the deposit in addition to other remedies.

DELIVERY OF PREMISES: Lessee hereby accepts the premises in their existing condition and assumes responsibility for maintaining the condition of the premises as delivered at the time of initial occupancy. Plans must be submitted and approved by Lessor for any "build outs" or alterations.

USE OF PREMISES: Lessee shall occupy the premises throughout the term of the lease as a _____, unless an alternative use is agreed upon.

Lessee's initials _____

Lessor's initials _____

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52 **PERMITS:** Through no fault of its own, Lessee shall have the right to cancel any remaining portion of
53 the Lease beginning with the next month's rent due if he cannot obtain or retain the permits necessary
54 for its operations. In such case the deposit shall be forfeited. All requirements of the Lease shall
55 continue, including payment of rent, until the terms of surrender have been satisfied.

56
57 **PEACEFUL OCCUPATION:** Each and every tenant has the right of peaceful occupation without
58 effect or encumbrance from or on the other. Therefore, Lessee is obligated not to permit any act or
59 omission on the premises that tends to injure or depreciate the premises or to unreasonably disturb the
60 other Lessees. All business, equipment and merchandising is to be conducted within the interior
61 confines of the leased premises unless authorization is granted by Lessor and if necessary by the
62 municipality for a particular promotion. Lessee shall not install burglar bars or any other such visual
63 impairment that may detract from the aesthetics of the building, conflict with its architecture or
64 overall theme of the property. Lessee shall make no attachments to the exterior of the property.

65
66 Lessee shall maintain a high degree of neatness and cleanliness in and about the leased premises and
67 provide for its own janitorial needs and pest control. Lessee agrees not to store merchandise or leave
68 trash outside the leased premises.

69
70 **FOOD BASED OPERATIONS: (COOKING ALLOWED IN SUITE ONE ONLY)**

71 1. Cooking Safety: Lessee shall have a security system that is at all times wired to the fire
72 sprinkler flow sensor and if applicable cooking hood alarm sensors with automatic notification to
73 a monitoring company.

74
75 2. Odor: Lessee shall take whatever means necessary to prevent the migration of odors to
76 adjacent suites. Lessee shall pay for any and all expenses related to objectionable odor control.
77 In the event Lessee is unable or unwilling to control odor problems to the satisfaction of the
78 affected parties then the offence will be considered a default under this lease.

79
80 3. Garbage: Should the volume of Lessee's garbage exceed the capacity of the currently supplied
81 dumpster it is agreed Lessee will supply a dumpster of sufficient size and pick-up frequency for its
82 needs and shall allow its use by other tenants. All trash shall be disposed of in the dumpster with
83 hatches remaining closed and locked when unattended. In order to control odor, discarded produce and
84 food is to be bagged before being placed in the dumpster. The City of Kenner requires businesses to
85 present a neat and clean appearance. Should the dumpster become full, take your garbage home with
86 you or make arrangements for extra pick ups. - Dumping or storing of trash outside of the dumpster is
87 NOT acceptable. Lessee must comply with the disposal requirements of the City of Kenner.

88
89 4. Pest Control: Lessee agrees to provide for both interior and exterior pest control.

90
91 5. Drain Cleaning: Lessee shall pay without limitation for sewer repairs and drain cleaning
92 required as a result of its use or abuse and shall install a grease trap per city requirements.

93
94 6. Debris: Lessee shall be responsible for keeping the premises, including the parking lot and
95 dumpster area free of trash without regard to its source.

102 **PROHIBITED USES:** 1. The sale, storage or use of fuels or other combustibles, explosives or
103 ammunition. 2. The sale of live animals, seafood, bait, etc. 3. Use as a residence

104
105 **LEASE VIOLATIONS:**

106 Lessee shall be subject to any fines issued by Kenner code enforcement relating to its use of the
107 property plus an equal amount to Lessor for handling the complaint or violation.

108
109 There shall be a \$100 fee per day of occurrence payable by Lessee to Lessor for each infraction of
110 the lease, its addendums or for any matters Lessor must handle as a result of Lessee's inability or
111 unwillingness to handle on its own.

112
113 Unpaid fees, fines, adjustments or other expenses associated with this lease or use of the property not
114 settled to Lessor's satisfaction within 30-days shall be grounds for cancellation of this Lease under
115 the terms of default.

116
117 Exempting eviction or other judicial proceedings, Lessee hereby submits to binding arbitration of
118 any unresolved disputes not specifically addressed in the Lease and for the expense of same.

119
120 **LESSEE IMPROVEMENTS:** All alterations and improvements to the Property will require Lessor's
121 prior approval and be at the sole expense of Lessee without obligation upon the Lessor and shall become
122 the liability and maintenance responsibility of Lessee. Plans must be submitted to Lessor for approval
123 prior to start of any work. It is Lessee's obligation to restore the property to its pre-occupancy state upon
124 vacating the property unless waiver is granted by Lessor. Under no circumstances shall any firewall
125 (demising wall) be removed to a height exceeding 8 feet and then only by specific approval.

126
127 Lessee warrants that any improvements, maintenance work, alterations, etc. shall equal or exceed the
128 quality of the existing Property and that all work will meet or exceed all national, state, parish, and city
129 building codes and zoning laws. Default interior paint is Glidden "Duo" interior eggshell, "Dover
130 White". Lessee shall not paint any part of the building's exterior.

131
132 Lessee shall not allow the Property to become subject to any lien, charge, or encumbrance whatsoever,
133 and Lessee hereby agrees to indemnify, hold harmless and defend the Lessor against same, including
134 court costs and attorney's fees, created or permitted by the act or failure to act of Lessee, it being
135 expressly agreed that Lessee shall have no authority, express or implied, to create any lien, charge, or
136 encumbrance on the Property. Lessee shall promptly pay all contractors and suppliers to whom Lessee
137 is indebted so as to minimize the possibility of a lien attaching to the Property. Should any such lien be
138 filed, Lessee shall inform Lessor in writing of the filing of said lien and Lessee shall bond out or
139 discharge said lien within ten days.

140
141 Lessee shall provide or confirm contractor's (A) liability insurance insuring Lessee and Lessor against
142 liability which may arise on account of any such work on an occurrence basis with the minimum limits
143 herein set forth in this Lease and, (B) workmen's compensation insurance covering all persons
144 employed, directly or indirectly, in connection with any work performed, and covering all employees
145 and agents of Lessee with respect to whom death or bodily injury claims could be asserted against
146 Lessor or Lessee.

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148
149
150
151 Lessee's initials _____

Lessor's initials _____

152 **SIGNAGE:** Lessee shall have the right to place signage on the Property pertaining to Lessee's business
153 operation in keeping with the scheme of the Property as follows, subject to prior written approval of
154 Lessor, and in compliance with any laws and ordinances. One flat face sign is allowed per suite on the
155 building cap above the walkway in accordance with the City of Kenner code restrictions but in no
156 circumstances to exceed 4' x 8'. In addition there may be available signage space on the sign pylon in
157 the parking lot subject to approval by Lessor. In the case of Leasing more than one suite, allotted
158 signage may be combined into one larger sign not to exceed the sum of the allotment. That is, 2 suites
159 would allow a single centered flat face cap sign not to exceed 4 foot by 16 foot or as restricted by city
160 code. No other signage, including banners, shall be affixed to the exterior of the building without the
161 express written consent of Lessor and the City of Kenner.

162
163 Maintenance and liability of Lessee's signage is strictly the responsibility of Lessee. If any such sign, in
164 the sole judgment of Lessor, is deemed to be dangerous, unsightly, broken, poorly maintained,
165 inoperative or otherwise detrimental to the Property, then Lessee is obligated to promptly take the
166 appropriate action, otherwise Lessee authorizes Lessor to take the required action and bill Lessee for the
167 expense. Upon request by Lessor, all signs shall be removed to Lessor's satisfaction at Lessee's
168 expense upon termination of the Lease.

169
170 **INSURANCE & POSSISSION:** Irrespective of start of Lease, it is hereby understood and agreed that
171 keys will not be delivered nor will Lessor be allowed to commence move in or build-out activities until
172 comprehensive business liability insurance is in effect. Lessee shall maintain during the term of this
173 lease, at Lessee's expense, the following insurance in solvent companies, acceptable to Lessor,
174 authorized to do business in the State of Louisiana, naming Lessor an additional insured with automatic
175 notice of cancellation, with standard loss payable clauses;

176
177 (A) Comprehensive business liability insurance with minimum base coverage of \$1,000,000.00
178 and property damage liability minimum of \$100,000.

179
180 (B) Fire, flood and extended coverage, including plate glass replacement, damage resulting from
181 overhead sprinklers, and windstorm damage to signs to the full insurable replacement value of the
182 contents in the leased property and for the contractual liability of Lessee to Lessor assumed hereunder.

183
184 (C) Lessee will not use or permit the Property to be used for any purpose which would render the
185 insurance thereon void or increase the cost of any insurance carried by Lessor.

186
187 (D) Lessee agrees to pay Lessor the costs of any increased premiums related to its
188 operations as other than general retail.

189
190 (E) Both Lessee and Lessor release each other, and waive their respective rights to subrogation
191 against each other, for loss or damage covered by insurance.

192
193 (F) Lessor requires, as an interested party, a certificate of insurance showing such insurance to
194 be in effect. Policies shall be endorsed to provide no less than ten (10) day's automatic notice to Lessor
195 and Lessee prior to any cancellation, reduction of coverage or material amendment thereof with respect
196 to coverage. If Lessee shall fail to take out or maintain such insurance, Lessor, at its option, without
197 notice, may procure the same, adding the premium costs thereof to the rent; it being agreed that payment
198 by Lessor of any such premium shall not be deemed to waive or release the default of Lessee. Failure
199 of Lessee to carry comprehensive liability insurance shall be deemed an automatic default of the Lease.

200
201
202 Lessee's initials _____

Lessor's initials _____

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203 **INDEMNITY:** Lessee shall and will forever indemnify and save harmless Lessor from and against any
204 and all liability, penalties, expense, cause of action, suits, claims or judgments for death, injury, or
205 damages to persons or property during the term of this lease while on or arising out of the use,
206 occupation, management or control of the leased premises, adjacent property, streets and sidewalks, or
207 any act of operation on any thereof, or growing out of the demolition, construction, alteration or repair
208 of any building thereon in any case without regard to whether such death, damage or injury resulted
209 from the negligence of Lessee or its sublessee or their respective agents or employees or otherwise, and
210 including without limitation such death, damage or injury as may have resulted from the sole or
211 contributing negligence, act or omission of Lessor or their agents or employees or for which Lessor may
212 have any liability without fault. Lessee shall and will, at its own expense, defend any and all suits that
213 may be brought against Lessor, or any of them, or in which Lessor, or any of them, may be impleaded
214 with others, upon any such above mentioned claim or claims, and shall and will satisfy, pay and
215 discharge any and all judgments that may be recovered against Lessor, or any of them, in any such
216 action or actions in which Lessor, or any of them, may be a party defendant.

217
218 **FIRE SAFETY:** Lessee is hereby advised that premises are equipped with a building-wide fire
219 extinguishing sprinkler system. If sprinkler heads are hit, bumped, or otherwise caused to activate, the
220 sprinkler system may automatically notify the fire department. In this event, Lessee would be
221 responsible for any fire department charges due, as well as any ensuing damages to contents and to the
222 premises. Be sure your insurance has coverage for water damage resulting from sprinkler system
223 activation caused either by accidental or required operation and that it covers both contents & liability.

224
225 Flame producing devices and explosives are not allowed in the building; likewise, no flammable liquids
226 are to be stored inside the premises other than in household amounts. A locked steel cabinet on the side
227 of the building behind the dumpster may be available should you have a particular requirement. Should
228 the situation warrant, the State Fire Marshall and Kenner Fire Department may have additional
229 requirements. Any activity that would result in an increase in Lessor's insurance will be billable to
230 Lessee. Lessor urges you to make your business a smoke free facility.

231
232 Should you ever have a fire, never risk your safety, but if you feel you may be able to safely extinguish it
233 with a hand held extinguisher, then by all means do it and quick! Have someone else call 911 while you
234 are extinguishing the fire. Have a fire emergency plan established and carry it out immediately should
235 the need arise - any delay in action what-so-ever could cause you to succumb to even a seemingly
236 insignificant event such as a match dropped on the floor. Time is of the essence; by the time the
237 building sprinklers come on you will have lost all of your contents. Sprinkler systems are only effective
238 in helping to save the building - they will NOT save your contents. Any activation of the sprinkler
239 system whether by fire or by accident should be treated as an extreme emergency. Lessor and the fire
240 department are to be notified immediately. The shutoff for the entire building is located in the front
241 closet of suite # 1.

242
243 Please rest assured you are located in one of the safest buildings available. It is constructed of concrete,
244 steel, sheetrock, & glass. Very little wood is used and is not a structural component in this building.
245 Commercial carpets are fire resistant (not fireproof); however, contents are an entirely different matter.
246 For example, fabrics and foam filled furnishings burn aggressively unless specifically treated to be flame
247 resistant.

253 **MAINTENANCE AND UPKEEP OF PREMISES:** Lessee will at Lessee's sole expense keep and
254 maintain in good repair the entire leased premises including without limitation interior walls, doors
255 whether interior or exterior, flooring, ceilings, ducts, lighting, & utilities used by Lessee. **Please do not**
256 **forget to change the filters on the return air ducts at least quarterly.** It is specifically acknowledged
257 that safety and replacement of the plate glass is Lessee's responsibility. Lessee shall immediately repair
258 any damages caused by Lessee that threaten or weaken the structure or detract from the appearance of
259 the premises. Lessee is to provide its own fire extinguishers and other safety devices in the quantity and
260 size suitable for their type business and to have them regularly inspected as required by law.

261
262 Lessor shall be responsible to maintain the roof, foundations, and outside walls (excluding doors &
263 windows). Lessor additionally agrees to equally split the cost of repairs or replacement of plumbing,
264 heating and air-conditioning equipment per occurrence for amounts exceeding \$300. Lessor, if possible,
265 should be consulted before making any repairs. Lessee shall maintain all Lessee provided equipment.

266
267 **COMMON AREA USE & MAINTENANCE:** Neither Lessee nor its patrons may store or park any
268 vehicle in excess of 24 hours without Lessor's approval. All vehicles on the property shall be legal and
269 in good working order. Should Lessee use or cause to be used more than its allotted share of parking
270 then Lessee agrees to make alternate arrangements such as leasing adjacent property or parking offsite
271 unless such demand occurs at times not in conflict with other Lessees.

272
273 Lessor shall have the right from time to time to establish, modify and enforce reasonable rules and
274 regulations with respect to all such facilities and areas; to change traffic access, provided the leased
275 premises are adequately served by the new access; to restrict parking by Lessees, their officers, agents
276 and employees to designated areas; and to perform such other acts as Lessor shall, in the use of its
277 business judgment, determine to be advisable with a view to the improvement of the convenience and
278 use thereof by Lessees, their officers, agents, employees and customers.

279
280 **SURRENDER:** At the termination of this Lease, Lessee is obligated to immediately surrender
281 possession as Lessor may have contractual arrangements with a replacement Lessee or other plans for
282 the premises. Should Lessee fail to promptly vacate, and upon Lessor's notification, Lessee consents to
283 pay as liquidated damages five (5) times the then current rent per day, for each day that Lessee so holds
284 over unless specifically waived by Lessor. No demand or notice of such delivery shall be necessary,
285 Lessee expressly waiving all notices and legal delays. Lessor's allowing or permitting Lessee to remain
286 on the Property after the expiration of this Lease shall not be construed as a reconduction of this Lease,
287 but shall be a tenancy from month to month at a rental 10% higher than that offered in a renewal lease,
288 or in its absence, payable for the last month of the expired lease, or to consider the holding over a
289 trespass.

290
291 The premises shall be delivered to Lessor in good order and in pre-occupancy condition clear of all
292 goods and broom cleaned and shall make good all damages to the premises, usual wear and tear by the
293 elements excepted, and shall remain liable for holdover rent until the premises with keys are delivered to
294 Lessor in such order along with Lessee's forwarding address.

295
296 **IMPROVEMENTS ON SURRENDER:** All buildings and permanent improvements of whatever
297 nature placed by Lessee on the Property, except Lessee's movable property and trade fixtures, shall at the
298 termination of this Lease become the property of Lessor; however, Lessor may require Lessee to remove
299 any such property, fixtures and improvements placed on the Property by Lessee and restore the Property
300 to the condition when Property was first occupied by Lessor.

301
302 Lessee's initials _____

Lessor's initials _____

303 **SUB-LEASE:** Lessee shall not have the right to assign or sub-lease the Property, in whole or in part,
304 either voluntarily or by operation of law without Lessor's prior written consent. Any sublease or
305 assignment shall contain all the provisions of this Lease particularly the use set forth in this Lease and
306 provided further that Lessee shall not be relieved by any such subleasing or assignment of Lessee's
307 obligation to pay rent herein stipulated or any other obligations of Lessee under this Lease, but rather
308 provided sub-Lessee shall be liable in solido with Lessee for the performance of this Lease. Nothing
309 contained in this Lease shall in any manner restrict Lessor's right to sell, assign, or encumber this Lease,
310 the rents from this Lease, or the Property, provided such sale, assignment or encumbrance does not
311 deprive Lessee of any of its rights granted herein.

312
313 **DEFAULT:** Should the Lessee (A) fail to pay the rent or any other charges arising under this Lease
314 promptly as stipulated, (B) abandon the Property (it being agreed that an absence of Lessee from the
315 Property for ten (10) consecutive days or being unreachable by phone after the rent is due shall create a
316 conclusive presumption of abandonment), (C) begin to remove its fixtures or any substantial portion of
317 its movable property, (D) commence voluntary bankruptcy proceedings, (E) suffer the commencement
318 of involuntary bankruptcy proceedings, (F) make an assignment for the benefit of creditors, (G) violate
319 any provisions of this Lease, (H) use the Property for purposes other than for which they were rented, (I)
320 permit the Property to accumulate trash and garbage, (J) fail to maintain the required insurance, or (K)
321 fail to maintain a going business on the Property, then in any of said events, without notice by Lessor,
322 Lessee shall be ipso facto in default and as liquidated damages pay at the option of Lessor, (a) a sum
323 equal in the amount of the guaranteed rent for one year, or alternatively at Lessor's option to be
324 reimbursed all actual cost incurred in re-entering, renovating and re-letting said premises; (b) to
325 accelerate and declare immediately due all rentals due for the unexpired term of the Lease, together with
326 late charges, damages and attorney's fees, and / or (c) to sue for the rents, late charges, damages and
327 attorney's fees in intervals or as they occur.

328
329 Similarly, in the event of any such default, Lessor shall have the immediate right of reentry and may
330 remove all persons and property from the Property by legal process without being deemed guilty of
331 trespass, or becoming liable for any loss, damage or other compensation which may be occasioned
332 thereby. Lessee hereby accepts that Lessor shall have the right of lien on all goods located upon the
333 premises for payment of all rental and other sums due by Lessee to Lessor by reason of this lease.

334
335 The above rights and remedies of Lessor are cumulative and are in addition to any rights and remedies it
336 may have by law. All Lessees shall be liable in solido on this Lease.

337
338 **WAIVER OF NOTICE:** In the event of default, Lessee waives notice of judicial action.
339 Should an attorney or collections agent be employed to give special attention to the enforcement of a
340 claim or the protection of Lessor under this Lease, Lessee agrees to pay reasonable attorney's fees,
341 including that of consultation, and / or collection fees incurred by Lessor, together with all costs, charges
342 and expenses. If Lessor shall be made a party to any litigation commenced by or against the Lessee, the
343 Lessee shall pay all costs and reasonable attorney's fees incurred by the Lessor.

353 **ACCORD and SATISFACTION:** No payment by Lessee nor receipt by Lessor of a lesser amount
354 than the current amount due hereunder shall be deemed to be other than on account of the earliest
355 stipulated amount due, nor shall any endorsement or statement on any check or payment or any letter
356 accompanying any check or payment of any amount due be deemed an accord and satisfaction, and
357 Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of
358 such amount due or pursue any other remedy provided in this Lease or by law.

359
360 **NON-WAIVER:** Lessor's failure to strictly and promptly enforce the conditions of this lease,
361 regardless of any indulgences or extensions previously granted, shall not constitute a waiver of Lessor's
362 rights.

363
364 **NOTICES:** Any notice required to be given under this Lease shall be sufficient if in writing and (A)
365 hand delivered and a receipt obtained from a responsible person, or (B) sent by U.S. Mail (regardless of
366 when or if received by the addressee), postage prepaid and with Delivery Confirmation receipt. Notice
367 shall be delivered or sent to the parties at the addresses set out in this Lease or to such other addresses as
368 is designated in accordance herewith. Notice given in accordance herewith shall be deemed received
369 and effective as of the date delivery was made, as shown on the receipt, or three (3) days after notice of
370 attempted delivery if such notice was given, whichever occurs sooner.

371
372 **LESSOR ACTS FOR LESSEE:** Except as otherwise provided in this Lease, if Lessee fails to perform
373 any act required in this Lease, after five (5) days written notice, Lessor may, at its option, perform said
374 act and charge Lessee for it as additional rent.

375
376 **FIRE AND CASUALTY CLAUSE:** In the event premises should become so damaged by fire or other
377 casualty during the term of this Lease as to be rendered untenable, Lessor, shall be entitled to the
378 insurance proceeds required to be carried under the terms of this Lease and, at Lessor's option, it may
379 elect to terminate this Lease or rebuild or repair the Property to its condition or better prior to the
380 casualty. If Lessor elects to rebuild or repair the Property, and can complete same within 180-days, this
381 Lease shall remain in full force and effect, but the rent shall abate during the period the Leased Property
382 is unusable. If Lessor elects to terminate this Lease, the net insurance proceeds shall be retained by
383 Lessor.

384
385 **ADVERTISEMENT:** Lessor reserves the right to keep posted on the Property signs of reasonable size
386 reading "For Lease" during 90-days preceding the expiration of this Lease and "For Sale", and Lessee
387 will allow parties authorized by Lessor to visit the Property at reasonable hours in view of buying during
388 the term of this Lease, and in view of renting during 90-days prior to expiration hereof.

389
390 **RIGHT OF ENTRY:** Lessor may enter the premises at reasonable times to inspect the same or to
391 allow inspection by fire department or other agencies, to make repairs and alterations, or to run pipe or
392 electric wire, as Lessor may deem necessary and appropriate.

393
394 Lessee grants Lessor right to enter the premises at any time in the case of an emergency, either perceived
395 or real. Emergency entry, while not all encompassing, may be required due to electrical, plumbing,
396 sewer or roof failure, penetration of the building by way of tornado, hurricane, fire, flood and vehicular
397 impact or activation of the building's sprinkler system. **For emergency preparedness, Lessor
398 requires a working copy of premises keys at all times. Lessee retains alarm code privacy.**

399
400
401 Lessee's initials _____

Lessor's initials _____

402 **CRIME FREE LEASE:** Lessee agrees to comply with (and to indemnify Lessor from any violations
403 of) all laws or ordinances relative to Lessee's use of the premises. This lease shall be subject to the
404 "Crime Free Lease Addendum".
405

406 **QUIET POSSESSION:** Lessor agrees to warrant and defend Lessee in its quiet and peaceful
407 possession of the premises so long as the lease is not in default.
408

409 **CONDEMNATION:** If the leased premises should be subjected to any eminent domain proceedings,
410 the lease shall terminate if the portion taken is so extensive that the residue is wholly inadequate for
411 Lessee's purpose. If the taking is partial, then Lessee's rentals shall be reduced in proportion to space
412 taken bears to space originally leased, and all unearned rent and other charges paid in advance and
413 attributable to the taken portion of the property shall be refunded.
414

415 In such condemnation proceedings Lessee may claim compensation for moving expenses and for the
416 taking of any removable installations which by the terms of this lease Lessee would have been permitted
417 to be removed at the expiration of this lease, if such award to Lessor is separately allowed by the
418 condemning authority, but shall be entitled to no additional award from Lessor, it being agreed that all
419 damages allocable to ownership of the premises shall be payable to Lessor.
420

421 Lessee shall be entitled to make a claim in its own name to the condemning authority for the value of
422 any furniture, trade fixtures, trade equipment, merchandise, or personal property of any kind belonging
423 to Lessee and not forming part of the real estate, or for the cost of moving all of the same, and any such
424 award made directly to Lessee shall belong entirely to Lessee.
425

426 **SEVERABILITY:** The invalidity or illegality of any provision of this Lease shall not effect the
427 validity or legality of any other provision hereof.
428

429 **SUBORDINATION:** At the option of Lessor's mortgagee, the Lessee agrees to subordinate this lease
430 to any mortgage, deed of trust or encumbrance which the Lessor may have placed, or may hereafter
431 place, on the premises. Lessee agrees to execute, on demand, any instrument which may be deemed
432 necessary or desirable to render such mortgage, deed of trust or encumbrance, whenever made, superior
433 and prior to this lease.
434

435 **AMENDMENT:** An amendment of this Lease or waiver of any of its provisions shall be effective only
436 if in writing and signed by the party against whom enforcement of the amendment or waiver may be
437 sought.
438

439 **FORCE MAJEURE:** Neither Lessor nor Lessee shall be in default under this Lease if its failed
440 performance shall be due to force majeure or any other cause whatsoever beyond its reasonable control
441 and the time for performance and the term of this Lease shall be extended by the period of delay
442 resulting from said causes.
443

444 **RELEASE OF LESSOR:** Upon a sale or transfer of the Property, as to the extent provided by law,
445 any such subsequent owner of the property shall be bound for the performance of Lessor's agreements
446 and obligations under this Lease, and the vendor or transferor shall thereupon be released from any and
447 all liability thereafter.
448

449
450 Lessee's initials _____ Lessor's initials _____ Page 9 of 11

451 **UTILITIES:** Lessor agrees to be responsible for utilities in common with the property as a whole,
452 including lawn maintenance, water service, dumpster service and ambient exterior lighting as provided.
453 However, should there be an unusual demand or should Lessee require or cause to be necessary more
454 than its share of said service, then Lessor reserves the right to bill Lessee for the increased cost.
455

456 Lessee shall be responsible for utility and service charges used within and in connection with its
457 individual business operations upon the premises, including any applicable deposits. This includes
458 interior electric service within the leased premises and any optional exterior lighting or dumpster pick-
459 ups that may be required or desired in addition to that provided.
460

461 **TAXES and FEES:** Lessor to pay all real estate taxes and assessments billed by both Jefferson Parish
462 and the City of Kenner as they relate to ownership of the building and the land thereon. Lessee to pay
463 ALL other taxes, permits and fees relating to its use and occupancy of the premises.
464

465 **OTHER:** Reference to Lessor may, where applicable, include its designated agent, heirs, assignee or
466 representative. The provisions of this Lease shall inure to the benefit of and be binding upon Lessor and
467 Lessee and their respective heirs, executors, administrators, legal representatives, successors and
468 assigns. All obligations of Lessee are several and in solido. Recordation of lease is optional.
469

470 **RELEASE OF INFORMATION:** Unless noted otherwise, it is understood and agreed that all parties
471 listed in the lease, as well as others that may become interested parties in the process of doing business
472 under this lease, shall be granted access to the information contained within or associated with this
473 Lease. If deemed necessary, information may also be released to law enforcement & judicial agencies as
474 appropriate.
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501 **Upon acceptance and notarization, this Lease, with addendum/s, is hereby agreed to & executed**
502 **by the following parties.**

503
504 (LESSOR)

505
506 x _____, dated _____

507 Lee H. Longstreet, Jr.
508 128 Windward Passage
509 Slidell, LA 70458-9129

510
511 Phone: 504-283-4706 FAX: 815-346-3446

512 Email: Lee@datakik.com

513
514 Secondary Emergency contacts: Margaret Longstreet 504-289-5031

515
516 ~~~~~

517
518 **LESSEE/s & Personal Guaranty:** The undersigned hereby certify that they are the controlling officers
519 / owners and represent a majority of the legal directors as required to bind said entity to the terms and
520 obligations of this Lease. As an incentive for Lessor to enter into this Lease, the undersigned, in
521 addition to the corporate lease holder, hereby personally guarantee without delay that in the event of
522 default, to guarantee in solido the obligations contained in the Lease. The Guarantors expressly waive
523 notice of any default or order of law to which Lessee or Guarantors might otherwise be entitled prior to
524 making good upon its obligations to Lessor. Guarantors waive any pleas of division, discussion and the
525 necessity of exhausting recourse against Lessee.

526
527 (LESSEE/s) – primary contact

(LESSEE/s) – secondary contact

528
529 _____

530
531 x _____, dated _____

x _____, dated _____

532
533 Address: _____

Address: _____

534
535 _____

536
537
538 Phone: _____

Phone: _____

539
540 Email: _____

Email: _____

541
542 Secondary Emergency contact:

543
544 _____

545
546 _____

547
548 Addendums:
549 - Crime Free Lease Addendum
550 - Receipt for deposit