

STATE OF LOUISIANA

PARISH OF ORLEANS

**MASTER LEASE AGREEMENT AND
CONVEYANCE OF IMPROVEMENTS**

This Master Lease Agreement and Conveyance of Improvements (the “**Lease**”) is entered into and effective on the date of the signing of this Lease (the “Effective Date”) by and between the **Lakefront Management Authority**, with its registered office located at municipal address 6001 Stars and Stripes Boulevard, Suite 219, New Orleans, Louisiana 70126, appearing herein through its Executive Director, Louis J. Capo, duly authorized pursuant to Board Resolution adopted by the Lakefront Management Authority (the “**Management Authority**” or “**Lessor**”) and the **Pontchartrain Beach Foundation**, a Louisiana non-profit corporation with its registered office located at municipal address 200 St. Charles Avenue, New Orleans, Louisiana 70130, appearing herein through its Director, Guy Williams, duly authorized pursuant to a resolution adopted by the Board of Directors of Pontchartrain Beach Foundation (“**Lessee**”) (collectively referred to as the “**Parties**” and individually as a “**Party**”).

RECITALS

WHEREAS, the Management Authority is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”);

WHEREAS, the property known as Pontchartrain Beach, consisting of approximately fifteen (15) acres located on the south shore of Lake Pontchartrain in the City of New Orleans, is a non-flood protection asset owned by the Orleans Levee District and managed and controlled by the Management Authority (“Pontchartrain Beach”), which warrants that it has the full power and authority to administer Pontchartrain Beach and to execute this Lease;

WHEREAS, the Management Authority adopted a Board resolution to authorize the issuance of a Request for Proposals and Qualifications for the lease and development of Pontchartrain Beach (the “RFP/Q”);

WHEREAS, the Pontchartrain Beach Foundation, a Louisiana non-profit corporation, timely submitted the only response to the RFP/Q on July 15, 2022 (“Foundation” or “Lessee”);

WHEREAS, the Recreation and Subdivision Committee of the Management Authority at its meeting held on July 19, 2022 considered the Foundation's proposal to lease the property and did not to take any action on the proposal;

WHEREAS, the Management Authority's Board of Commissioners held a Special Meeting on July 26, 2022 to consider the Foundation's proposal and to receive public comments on the prospective leasing and development of Pontchartrain Beach;

WHEREAS, the Management Authority, after considering the Foundation's proposal and public comments, resolved at its regularly scheduled meeting held on July 28, 2022 that it was in the best interest of the Orleans Levee District to authorize the Executive Director, the Real Estate Consultant, and Legal Counselors for the Management Authority to negotiate and to prepare a lease with the Foundation and did thereby adopt Board Resolution XIII 01-07282022, which is attached hereto as **Exhibit "1"**;

WHEREAS, the Management Authority, after considering the prospect of a lease with the Foundation and the Foundation's intent to utilize and/or to develop the existing improvements on the Pontchartrain Beach, resolved that it was in the best interest of the District to authorize the Executive Director to convey all existing improvements on the Pontchartrain Beach to the Foundation as part of the negotiation and preparation of a lease, as provided under the terms and conditions of Board Resolution XIII 01-07282022;

WHEREAS, the Management Authority further resolved that, after the negotiation and preparation of the lease, the Executive Director shall present the proposed lease for review during the Recreation & Subdivision, Commercial Real Estate, and Legal Committee meetings at which time additional public comments could be heard and considered by the committees and then present the proposed lease for review and approval by the Board of Commissioners of the Lakefront Management Authority, as provided under the terms and conditions Board Resolution XIII 01-07282022;

WHEREAS, the Board of Directors of Pontchartrain Beach Foundation adopted a resolution authorizing its Director, Guy Williams, to negotiate and to enter into this Lease for Pontchartrain Beach with the Lakefront Management Authority, and a copy of the resolution of the Board of Directors of Pontchartrain Beach Foundation is attached hereto as **Exhibit "2"**; and

WHEREAS, the Executive Director presented this Lease for review during the Recreation & Subdivision, Commercial Real Estate, and Legal Committee meetings held on April 15, 2023 at which time additional public comments were

heard and considered by the committees;

WHEREAS, the Executive Director presented this Lease for review and approval by the Board of Commissioners of the Lakefront Management Authority at its regularly scheduled meeting on April 27, 2023 and received additional public comments;

WHEREAS, the Board of Commissioners of the Lakefront Management Authority at its regularly scheduled meeting on April 27, 2023 resolved that it was in the best interest of the Orleans Levee District to authorize the Executive Director to enter into this Lease and to convey all existing improvements on the Pontchartrain Beach to the Foundation and did thereby adopt Board Resolution _____, which is attached hereto and included within **Exhibit “1”**.

NOW, THEREFORE, in consideration of the mutual covenants, considerations, and the agreements contained herein, and in further consideration of the benefits conferred by this Lease upon the Parties, the Parties agree to the following terms and conditions for the commercial development and ground lease of Pontchartrain Beach and for the conveyance of the improvements presently located on Pontchartrain Beach.

1. **Leased Premises.** The Lessor hereby leases to Lessee that certain parcel of land owned by the Orleans Levee District that is generally identified as Pontchartrain Beach that consists more or less of fifteen (15) acres on the south shore of Lake Pontchartrain and on the north side of Lakeshore Drive in the City of New Orleans, State of Louisiana, and that is more fully described in **Exhibit “3”** incorporated herein by reference (the “**Premises**” or “**Leased Premises**”). Exhibit “3” may be amended, supplemented, or replaced during or upon the completion of the Due Diligence Period defined in Article 3 below by the written agreement signed by the respective, duly authorized representatives of the Parties. Notwithstanding the foregoing and the contents of Exhibit “3”, this Lease does not convey any lease interest in water bottoms owned by the State of Louisiana.
2. **Conveyance of Existing Improvements.** For and in consideration of the mutual covenants, considerations, and the agreements contained herein, and in further consideration of the benefits conferred by this Lease, including but not limited to Lessee’s payment of Percentage Rent as specified in Article 12 herein, Lessor does hereby grant, convey, set over, assign and transfer all rights, title, and ownership interests to any and all existing improvements and movable property on, at, under or above the Leased Premises as of the Effective Date to Lessee (“**Existing Improvements**”). The Existing Improvements shall include, without limitation, the structures, piers, buildings, appurtenances, component parts,

utility lines and other infrastructure (e.g., water, sewer, gas, electric, cable, telephone, internet service, phone lines, control devices and all related systems), and movables found on the Leased Premises as of the Effective Date and consist in substantial part of the former Pontchartrain Beach site and ancillary structures. Notwithstanding the foregoing, the Existing Improvements shall not include the utility lines and other infrastructure, including but not limited to the water, sewer, gas, electric, cable, telephone, internet service, phone lines, control devices, and all related systems associated therewith, present on or under the Leased Premises needed for the current and future uses of Lessor's properties, operations, and tenants outside of the Leased Premises, which shall remain the property of the District (the "**Excluded Utility Infrastructure**"). A non-exclusive list of the Excluded Utility Infrastructure is attached hereto in Exhibit "5" and incorporated herein by reference.

3. **Due Diligence and Waiver of Redhibition and Warranty.** During the period beginning on the Effective Date and ending on the first business day that is 365 days after the Effective Date (the "**Due Diligence Period**"), Lessee shall engage a licensed surveying firm to prepare a survey of boundaries of the Leased Premises, noting particularly Louisiana Revised Statute Title 38 Section 336, and to confirm, verify, or correct the legal description of the Leased Premises in Exhibit "3". Lessee shall provide the resulting survey and written legal description of the boundaries to Lessor. Upon Lessor's approval of the survey and legal description, which shall not be unreasonably withheld, the Parties may agree in writing to supplement, amend, or replace Exhibit "3" in accordance with Article 1 herein. Lessee shall have the right to perform such investigations, studies, assessments, and other due diligence as Lessee may deem necessary or desirable in its sole discretion including, without limitation, environmental, geotechnical, engineering, structural, title, additional surveys, appraisals, economic feasibility, community input, zoning, mechanical and architectural. The foregoing list is illustrative and not exclusive. During the Due Diligence Period, Lessee shall have such access to the site as is necessary to perform its investigations. Lessor shall reasonably cooperate with Lessee in performing such investigations including providing such information regarding the Leased Premises as Lessee may reasonably request. If Lessee determines in its sole discretion that the results of any of Lessee's investigations are unsatisfactory for the lease of the Leased Premises or development of the Project, Lessee may terminate this Lease by written notice to the Lessor at any time on or prior to the last day of the Due Diligence Period. In the event Lessee timely terminates this Lease both parties shall be relieved of all obligations hereunder, except for any obligations that explicitly survive termination.

If Lessee does not terminate the Lease pursuant to the preceding paragraph, then, on the expiration of the Due Diligence Period, Lessee shall be deemed to have

accepted full ownership, custody, and control of all Existing Improvements on the Leased Premises on an AS-IS, WHERE-IS basis and hereby excludes, waives, relinquishes, and renounces the warranty against redhibitory defects pursuant to Louisiana Civil Code Article 2548 and further excludes, waives, relinquishes, and renounces the warranty as to fitness or suitability that might otherwise be available to Lessee under the Louisiana Civil Code or the laws of the State of Louisiana. Lessee hereby acknowledges that this waiver, exclusion, and limitation of the warranty against redhibitory defects and renouncement of the warranty as to fitness or suitability has been brought to Lessee's attention, and Lessee agrees to be bound by the terms of this waiver regarding the conveyance and its acquisition of the ownership of the Existing Improvements.

Lessee further acknowledges that it shall be solely responsible for the making of repairs to the Existing Improvements and any other conditions or features of the Leased Premises at Lessee's sole expense. Lessor shall have no responsibility for the condition, repair, or maintenance of the Existing Improvements and any other conditions or features of the Leased Premises.

4. Purpose and Use of the Leased Premises and Construction of Improvements.

The Leased Premises shall be reserved and dedicated forever for public parks, parkways, boulevards, playgrounds, places of amusement, and beach purposes as mandated by Louisiana Revised Statute Title 38 Subsection 336(B)(2). The Leased Premises shall forever remain part of the thirty (30%) percent of public recreational area as provided for in Louisiana Revised Statute Title 38 Section 336(B)(1).

The Premises are leased to Lessee for the purpose of Lessee revitalizing the beach on or adjacent to the Premises and constructing and renovating the improvements, buildings and facilities identified and described in **Exhibit "4"**, which is fully incorporated herein by reference, ("**Improvements**") as they may be modified pursuant to the second paragraph of this Article and for Lessee's operation of the Improvements upon the completion of construction all in accordance with the provisions contained herein.

The parties agree and acknowledge that the Improvements described and depicted in **Exhibit "4"** reflect the initial planned design, location, footprint and use of the improvements, buildings and facilities located or to be located on the Leased Premises as of the Effective Date. Lessee shall have the right during the term of this Lease from time to time to modify the design, location, footprint and use of the Improvements as Lessee may deem necessary or desirable in light of community feedback, results of due diligence investigations, feasibility, investor input, economic considerations and other factors relevant to the planning, development and operation of the Improvements. In such an event, Lessee shall

revise **Exhibit "4"** to reflect such modifications and provide a copy of the revised **Exhibit "4"** to Lessor. Lessor shall have approval rights over modifications to the Improvements including without limitation the number, design, location, footprint or use thereof, which shall not be unreasonably withheld. Lessor approval shall only be by adoption of a Resolution by the Management Authority Board of Commissioners. On approval, the revised Exhibit "4" shall be deemed to replace the Exhibit "4" then currently attached to this Lease and shall be incorporated herein.

Lessee has informed Lessor that Lessee does not intend to construct or to install any buildings or other constructions that are insurable as immovables permanently attached to or made a component part of the Leased Premises. Lessee shall remove all temporary structures, trailers, movable equipment, and other movables in advance of named tropical weather events.

Lessee shall offer public access, subject to any Lessee implemented paid admission or security requirements or concerns, to the Leased Premises and promote safe public access and enjoyment of the Leased Premises. Lessee may in accordance with Article 48 herein contract with Vendors to provide food, beverage, and other sales and services on the Leased Premises in accordance with all local, state, and federal laws and with all applicable permits secured.

- 5. Permits, Clearances, and Approval for Improvements.** Lessee, at its sole cost and expense, shall obtain all approvals, clearances, and permits and fulfill all conditions contained therein as required by the rules, regulations, ordinances, and statutes of the City of New Orleans, State of Louisiana, and United States for new construction in the Federal Emergency Management Agency ("FEMA") designated flood classification V-Zone located outside of flood protection. Lessee acknowledges and represents that as part of its due diligence in entering into this Lease Agreement that it will identify the permits, clearances, and approvals required for the construction and operation of the Improvements identified in Exhibit "4" ("Permits") and shall update Lessor if any further Permits are identified or discovered.

Within four (4) full years after the expiration of the Due Diligence Period, Lessee shall have applied for the permits, clearances, and approvals required for the construction and operation of the Improvements identified in Exhibit "4" or as amended by the terms of this Lease ("**Application Deadline**"). Lessee shall provide Lessor with copies of all applications and requests for permits, clearances, and approvals required by this Article. The failure of Lessee to have applied for the permits, clearances, and approvals as required under this Article shall constitute a default entitling the Management Authority to exercise any of the remedies available in the event of a default under the terms of this Lease.

Lessee acknowledges and understands that the Leased Premises are within an area that may require studies, clearances, approvals, or permits, from, among other governmental agencies, the United States Department of Transportation, Federal Aviation Administration, (FAA), Orleans Levee District, Southeast Louisiana Flood Protection Authority-East, United States Army Corps of Engineers, United States Coast Guard, Louisiana Department of Natural Resources, Louisiana Coastal Preservation and Restoration Authority, and City of New Orleans. Lessee acknowledges and agrees that it shall be solely responsible for securing and complying with the terms and conditions of any such studies, clearances, or permits at its sole expense in connection with the use and operation of the Leased Premises.

6. **Completion of Improvements.** Within sixty (60) months after the expiration of the Due Diligence Period (“**Completion Date**”), Lessee, at its sole cost and expense, shall have completed construction of the Improvements in accordance with the provisions of this Lease and shall commence public operations of Pontchartrain Beach.

Notwithstanding the foregoing Completion Date and the requirements of this Lease, in the event of an Act of God or other event beyond the control of the Lessee, including but not limited to delays in fundraising or the provision of Permits, the Completion Date may be extended for a reasonable period as determined by Lessor, which shall not be unreasonably withheld. Any extensions of time to the Completion Date shall be cumulative and shall not, unless agreed to otherwise by Lessor by Board Resolution, in total exceed twenty-four (24) months regardless of the number of extensions granted. Lessor shall not unreasonably deny Lessee’s requests for an extension of time due to any delay in Lessee’s obtaining the permits, clearances, or approvals necessary to construct and to operate the Improvements in accordance with the terms of this Lease provided Lessee complied with the Application Deadline.

Upon completion of the construction of the Improvements identified in Exhibit “4”, as applicable, in accordance with the terms and conditions set forth this Lease, the Management Authority, upon request by Lessee, will furnish Lessee a statement in writing acknowledging that construction has been completed to the satisfaction of the Management Authority. The failure of Lessee to construct the improvements as required under these provisions of this Lease shall constitute a Default entitling the Management Authority to exercise any of the remedies available in the event of a Default under the terms of this Lease.

7. **Utilities.** All utilities, including but not limited to water, sewer, gas, electric, cable, telephone, internet service, and phone lines for any monitored fire alarm

system supplied to the Leased Premises shall be the sole responsibility of and at the sole cost of Lessee. The Management Authority shall provide no utilities whatsoever nor is it obligated to do so. Any upgrades in existing utility infrastructure shall also be at the expense of Lessee. Lessee shall be responsible for all utilities supplied to the Leased Premises. Lessee shall obtain the utilities and similar services directly from the utility company or other service companies that supply these utilities and services to the general public and shall pay all connection fees, deposits and charges to these suppliers. Utilities for the Leased Premises shall be separately metered, and Lessee shall, at its sole cost and expense, pay for any new meters or infrastructure or other costs that are necessary or required for the separate metering of the Leased Premises for all utilities. The Management Authority shall not be responsible for deposits or monies held in escrow for these services, nor will the Management Authority be responsible for an interruption in these services.

Lessee shall ensure that its construction of the Improvements and the operations of the Improvements shall not disrupt nor interrupt the utility services to properties, tenants, and operations off and outside of the Leased Premises. Lessee shall be responsible for paying for any damage caused by Lessee to Lessor's utilities and for any damages caused by disruptions and service outages. Lessee shall be solely responsible for any relocation or reconfiguration of Lessor's utilities services subject to the Excluded Utility Exception Infrastructure provided herein and shall have no right to any contribution or reimbursement from Lessor.

8. **Cooperation by Lessor.** The Management Authority may at its sole discretion assist Lessee as Lessee may request from time to time in connection with its efforts to obtain or participate in federal, state or local infrastructure programs and other economic development support, including public and private grant funding opportunities, for the Project or relating to the Leased Premises, including without limitation performing such acts, executing and delivering such agreements or joining in such applications and/or executing such applications as Lessee may reasonably request in connection with the same. To further assist Lessee in the aforementioned efforts, Lessee shall have the authority to seek such amounts on its own without the need for Lessor involvement. Lessee agrees to comply with any and all municipal, state, and federal laws, regulations, and rules associated with the aforementioned efforts.

Notwithstanding the foregoing, Lessor shall not be required to bear nor to incur staff, legal, engineering, or other professional fees and expenses in connection to providing assistance to Lessee. Any costs or expenses associated or connected with assisting Lessee shall be the sole responsibility and liability of Lessee. Lessor shall notify Lessee upon taking action that bears or incurs any cost or

expense and Lessee's approval and payment of Lessor's costs and expenses shall not be unreasonably withheld.

Lessor and Lessee retain the right, to unilaterally terminate this Lease, in the event Lessee cannot secure the following pledges of public or private funding for the Project on the Leased Premises:

\$1,000,000.00 total by the end of Year Three (3) of this Lease.

\$5,000,000.00 total by the end of Year Five (5) of this Lease.

9. **Continuous Operations.** From and after the Operational Date (as defined below) through the remainder of the term of this Lease, Lessee shall use its commercially reasonable efforts to ensure the ongoing commercial operation of the Project taken as a whole and in consideration of the seasonal nature of the intended uses of the Project. Lessee shall not be deemed to be in breach of this covenant to the extent that Improvements on the Leased Premises that are not in operation because they are not in use between the dates of November 30th and April 1st although Lessee retains the right to be open during said dates. Failure to adhere to the continuous operations requirements of this Article shall constitute a Lessee Default.

In the event of a Force Majeure Event, including without limitation an emergency or similar declaration (e.g., a public health mandate) by a governmental entity or mandatory evacuation order, the Lessee shall not be required to comply with the continuous operations provision set forth in this Article for the duration of such Force Majeure Event, including without limitation an emergency declaration or mandatory evacuation order, and for such period thereafter as is reasonably necessary for Lessee (and its respective Subtenants and Operators) to resume operations in light of the then-prevailing conditions and circumstances.

10. **Term.** This Lease shall be for a primary term of nine (9) years commencing on the Effective Date and ending upon the ninth (9th) anniversary of the Effective Date of this Lease (the "Primary Term") with nine (9) ten (10) year options to renew (collectively the "Option Term"), for a maximum term if all options are exercised of ninety-nine (99) years. Lessee shall exercise the option to renew for the Option Term by giving the Management Authority notice of Lessee's intent in accordance with Article 51, not less than six (6) months prior to the end of the Primary Term nor more than twenty-four (24) months before the end of the Primary Term. If Lessee fails to give Management Authority this notice for any of the nine (9) Option Terms, Lessee will have no further right to the corresponding Option Term nor to any extension of the term of this Lease. Lessee acknowledges that there shall be no reconduction of this Lease should Lessee fail to timely exercise the option to renew any of the nine (9) Option Terms. Lessee

will have the right to renew for the Option Term only if, at the time of the exercise of such option, Lessee is not in default under this Lease and this Lease is in full force and effect. The Option Term will be under the same terms and conditions as the Primary Term, except that the Base Rent payable during the Option Term, if exercised, shall be as set forth in Article 11 hereafter. All references to the "term" of this Lease will refer to the Primary Term and will include the Option Term from and after such time as Lessee has duly exercised its option to renew.

11. Rent.

Initial Rent. Commencing upon the Effective Date of this Lease and continuing monthly until the Completion Date specified in Article 6, Lessee shall pay rent to the Lessor in the amount of Five Hundred DOLLARS (\$500.00) per month period ("Initial Rent").

Minimum Base Rent. Commencing upon the Completion Date specified in Article 6 of this Lease, Lessee shall pay rent to the Lessor in the amount of Five Hundred DOLLARS (\$500.00) each month during the remainder of the Primary Term with said monthly rent comprising the "**Minimum Base Rent**" for this Lease.

Upon the commencement date of the first Option Term, the Minimum Base Rent shall be adjusted in accordance with the Consumer Price Index ("CPI") Rent Adjustment Procedure defined herein. Lessee shall pay the adjusted, Minimum Base Rent each month until the fifth (5th) year anniversary date of the commencement of the Option Term.

Upon the fifth (5th) year anniversary date of the commencement of the Option Term and every five (5) years thereafter until the expiration or termination of this Lease, the adjusted Monthly Base Rent shall be recalculated using the Consumer Price Index ("CPI") Rent Adjustment Procedure.

Consumer Price Index ("CPI") Rent Adjustment Procedure. On the frequency defined above, the Minimum Base Rent payable by Lessee to Lessor in the immediate past five (5) year period shall be adjusted by the increase in the Consumer Price Index - All Urban Consumers (CPI-U), All Items Feature of the Consumer Price Index, U.S. City Average, 1982-84 = 100, as published by the Bureau of Statistics, U.S. Department of Labor. For the initial CPI rental adjustment applied on the Initial Rental Adjustment Date, the CPI index published for December 2022 shall be considered the Base Index and the CPI index published for December of the year in which the adjustment is being calculated shall be the Current Index. For each subsequent CPI rental adjustment, the Current CPI Index shall be for the month of December in the corresponding

rental adjustment year and the Base Index shall be the CPI index published in the month of December five (5) years prior to the corresponding rental adjustment year.

In no event shall the Minimum Base Rent, plus any adjustment, be less than the Minimum Base Rent due in the prior year's annual and monthly rent period during the Primary Term of this Lease and, if exercised, during the Option Term.

Lessee acknowledges this Lease shall be deemed to be and shall be construed to be a "Net Ground Lease." Except as otherwise expressly set forth in this Lease, the Lessor shall receive the rent and all other payment hereunder to be paid by the Lessee free from any charges, assessments, taxes of any kind or nature, impositions, expenses, repairs, or deductions of any and every kind or nature whatsoever, all of which are assumed hereunder and shall be paid by Lessee. Lessee further acknowledges the Minimum Base Rent shall without exception, deferment, or abatement be due and payable to Lessor each month until the expiration or termination of this Lease regardless of natural disasters, emergency orders from any governmental entity, civil unrest, Acts of God, or due to any other any other cause or factor.

In addition to the Initial and Base Rent provided for herein, Lessee shall reimburse Lessor the professional fees and staff expenses incurred on a monthly basis to administer this Lease, including but not limited to, the time and expense incurred in responding to public complaints. Lessor shall not bear nor incur legal, engineering, and other professional fees and expenses on the behalf of Lessee and Lessee shall reimburse Lessor the actual expenses incurred on a monthly basis in addition to the Rent provided for herein. Lessor shall notify Lessee upon taking action that bears or incurs any cost or expense and Lessee's approval of such action shall not be unreasonably withheld. Lessee shall reimburse Lessor's actual costs and expenses upon the receipt of Lessor's invoice.

Payments of Rent shall be paid to the Management Authority at Municipal Address 6001 Stars & Stripes Boulevard, Terminal Building, Suite 219, New Orleans, Louisiana 70126, or such other place as designated by Lessor in writing.

Rent shall be considered delinquent if not received by the fifth (5th) day of the month for which it is due. If the Rent is not paid by the fifth (5th) day of the month for which the Rent is due, Lessor, at its option and in full reservation and non-waiver of all other rights under this Lease, may impose and charge Lessee a late fee of ten (10%) percent of the Rent due and payable as additional rent and may compound unpaid Rent and late fees on a quarterly basis for the purpose of calculating subsequent late fee amounts. Lessee shall pay said late fee within twenty (20) days of receiving notice thereof.

12. Percentage Rent. Lessee shall on an annual basis pay Lessor the difference between the total Minimum Base Rent paid in the preceding calendar year, as may have been adjusted pursuant to the "CPI" Rent Adjustment Procedure, and four percent (4.00%) of Lessee's Gross Revenue, as defined in Article 13, for the same preceding calendar year. ("Percentage Rent") The Percentage Rent shall be paid within sixty (60) days after the end of each calendar year to the Management Authority at 6001 Stars & Stripes Boulevard, Terminal Building, Suite 219, New Orleans, Louisiana 70126, or such other place as designated by Lessor in writing and shall be accompanied with the reports required by Article 17 in this Lease.

Lessee agrees that all contracts and agreements of any kind that generate revenue shall be negotiated in good faith with the objective of achieving fair market value rates and terms. Upon written notice from Lessor that a contract or agreement may not be in accord with fair market value rates and terms, Lessee shall have the burden to demonstrate to Lessor that fair market value rates and terms are being achieved. Any contract, agreement, or other arrangement that does not achieve fair market value rates and terms shall be subject to cancellation in Lessor's sole discretion.

13. Gross Revenue. The term "Gross Revenue" shall be defined in accordance with Generally Accepted Accounting Principles, and shall in this Lease be comprised of any and all:

- a. Fees received by Lessee in connection with the use of the Leased Premises from third parties;
- b. Revenues received by the Lessee from commercial concessions at the Premises, including by not limited to retailing, catering, car parking, and ongoing operations;
- c. Gross rentals, receipts, and all other fees, proceeds and amounts of any kind and anything else of value received by or for the account of Lessee or any affiliated entity, except as excluded hereinbelow, from sub-tenants, occupants, or users of the Leased Premises, any part thereof or any right or interest therein or in respect thereof;
- d. Any royalties received by Lessee from media rights or licensing of the Leased Premises' use; and
- e. Gross rentals, receipts, fees, proceeds received by Lessee from the leasing, use, occupation, or operation of the Leased Premises or any part thereof, including without limiting the generality of the foregoing, amounts received from or in respect of:

- i. Subleases (hereinafter defined), such amounts including but not limited to fixed rental(s), minimum rental(s), rental(s) computed on the basis of sales or other criteria, additional rental(s), and escalation rental(s);
 - ii. The providing of goods or service of any kind to any Subtenants, or to any person on the Premises, or in connection with the use, occupation or operation of the Premises, even if such goods or services are provided from a location off the Premises but are related to the Premises, including concessions, licenses, or agreements granted to third parties in connection with the providing of any such goods or services; and/or
 - iii. The proceeds of insurance paid in lieu of rental and business interruption insurance.
- f. Any revenue from motion pictures, movie location agreements, any other kind of location agreement.

Gross Income shall not include:

- a. Amounts received by the Lessee as reimbursement of costs incurred by the Lessee that were the responsibility of a Subtenant, whether pursuant to a Sublease or pursuant to law (excluding any administrative charges paid in connection therewith);
- b. Amounts received as security deposits from Subtenants and the interest thereon, and administrative charges assessed in connection therewith;
- c. Amounts received for any Governmental Authority taxes, sales tax, compensating use taxes, commercial occupancy tax, parking tax, or other tax, or Imposition collected or received by Lessee on behalf of and paid to such Governmental Authorities;
- d. Amounts received from electrical and all other utilities submetering paid to or for the account of Lessee (excluding any administrative charges permitted thereunder);
- e. Proceeds of insurance (except insurance paid in lieu of rental or business interruption insurance) received as a result of casualties or other cause, or condemnation awards (except awards paid to compensate for lost rental or business interruption);

- f. Secured or unsecured borrowings by Lessee, and amounts received from equity providers that are equity contributions made to Lessee;
- g. Any refund of amounts previously paid by Lessee, including taxes or insurance premiums, by the Person to whom such payment was made; and
- h. Amounts received as donations, grants or credits from any Governmental Authority, private, charitable or in-kind donations, or other aid with respect to the Leased Premises.

14. Returned Payments. Lessee shall be charged two percent (2%) of the amount of any payment issued by Lessee to the Lessor that is returned by a financial institution for non-sufficient funds (NSF) or otherwise not paid upon tender. This two percent (2%) returned payment fee shall be due and payable to Lessor in accordance with the same terms and conditions for the payment of Late Fees in Article 11. Lessor may compound any unpaid returned payment fees on a quarterly basis and assess Late Fees in accordance with Article 11.

15. ACH Payments. Any payments required to be made hereunder by Lessee may be made by Automated Clearing House (ACH) in lieu of delivery to a physical mailing address.

16. Non-Waiver of Rights. No waiver of the obligations of the Lessee shall be effective unless in writing as an amendment of this Lease signed by a representative of the Lakefront Management Authority duly authorized by a resolution adopted by the Board of the Lakefront Management Authority. Lessor's right to strictly and promptly enforce the terms and conditions contained in this Lease shall not be waived by any past or current indulgences nor by any failures to enforce Lessor's rights under this Lease. Lessor expressly reserves the right to always enforce the prompt payment of rent or to cancel this Lease in accordance with the terms hereof regardless of any allowances or extensions that Lessor may have previously granted to Lessee. The acceptance by Lessor, Lessor's employees, or Lessor's agents of any rent, late fees, or other payments in arrears shall not be considered as a waiver of any of the rights of the Lessor, including but not limited to Lessor's right to institute an action for the possession of the Leased Premises and to evict Lessee.

17. Maintenance of Financial Records and Right to Audit. Lessee shall maintain separate financial and/or accounting records to properly record and categorize revenues consistent with Generally Accepted Accounting Principles ("GAAP") to assure the Lessor of accurate accounting of revenues received by Lessee from the operation of the Leased Premises. At least quarterly, Lessee shall provide the Management Authority quarterly and year-to-date profit and loss statements for purposes of verifying Percentage Rent pursuant to this Lease. Lessee shall

additionally provide each year or upon request by Lessor a written list identifying the full legal name of every Subtenant and Operator that Lessee has permitted to use or to occupy any portion of the Leased Premises or the building or other improvements on the Leased Premises. All documents and any other back up data relied upon for the profit and loss statement shall be made available as reasonably requested. Lessee shall provide annual unaudited Financial Statements pursuant to GAAP within NINETY (90) days after the end of Lessee's fiscal year end. Lessee shall also provide quarterly, unaudited financial statements to Lessor within sixty (60) days of the end of each quarter.

Upon reasonable notice in writing and at reasonable times during normal business hours, the Lessor shall have the right to audit and examine all contracts, documents, correspondence, books, time sheets, account books and records and other material that relate to this Lease. A representative duly authorized by Lessor may perform this audit. To the extent the Lessor utilizes the services of any third-party representative, including any certified public accountants, to perform this audit, the expense of such audit or examination shall be borne by Lessor unless the audit shows that Lessee has undercompensated Lessor by ten percent (10%) or more of the total amount owed, in which case Lessee shall pay for the audit. Any such representative and/or certified public accountants conducting the audit shall be required to sign an appropriate non-disclosure agreement, reasonably acceptable to Lessee, prior to participating in any such audit. Any such audit shall include the right to inspect Lessee's accounting and payroll records; provided, however, that such time sheets may be redacted by Lessee to exclude any confidential information of Lessee or any of its employees.

- 18. Insurance.** During the entire term of the Lease, Lessee shall have in place and maintain, at its sole cost and expense, the general liability, workers' compensation, and automobile coverages specified in Exhibit "6", attached hereto and incorporated herein by reference, from insurers reasonably acceptable to the Management Authority. Lessee shall have in place and maintain, at its sole cost and expense, the remaining coverages specified in Exhibit "6" upon the commencement of any demolition, construction, or any site disturbance activities on the Leased Premises. Lessee's liability coverages shall be primary to the Lessor's coverages, if any, on the Leased Premises.

Considering the length of the term of this Lease and the possible varying uses of the Leased Premises, the coverages specified in Exhibit "6" may be adjusted from time to time by the Management Authority in its reasonable discretion upon written notice to Lessee and said adjustments to the insurance coverages may be effectuated by the written notice and the substitution of an updated Exhibit "6" insurance specification for the prior insurance specification. Notwithstanding anything to the contrary contained in this

Article or Exhibit "6", Lessee shall not be required to obtain any coverage or coverage in a specified amount if such coverage or amount of coverage is no longer available in the market where the Leased Premises are located. It shall be the responsibility of Lessee to provide to the Management Authority certificates of insurance reasonably acceptable to the Management Authority evidencing such coverages required by this Lease. Each certificate of insurance must provide that coverage will not be cancelled or modified without the Management Authority being given at least thirty (30) days prior notice of cancellation or modification.

19. Flood Protection. Lessee acknowledges that the Leased Premises are adjacent to and border on Lake Pontchartrain outside of the flood protection system of Orleans Parish. Lessee acknowledges that storms and high tides and storm surge are likely to occur and will affect the Leased Premises. Lessee assumes full responsibility for any damage to the Leased Premises and any improvements located thereon owned or leased by Lessee and for any associated interruption of any business or activity of Lessee resulting from storms and high tides, the lack of flood protection at the Leased Premises, and any other fortuitous events or causes beyond the control of the Management Authority, and

Lessee hereby waives claims of any kind related to such events against the Management Authority and releases the Management Authority from any and all liabilities or claims of any kind in connection therewith. All liabilities and claims shall include but not limited to any damage to the Leased Premises and any improvements located thereon owned or leased by Lessee and for any associated interruption of any business or activity of Lessee caused solely due to the aforesaid storms and high tides and storm surges. Lessee agrees that the construction and continued operation of all improvements on the Leased Premises shall be in accordance with all applicable requirements of the Federal Emergency Management Agency ("FEMA") and any state or federal agency or department establishing sea level rise, climate change, or flood protection requirements throughout the term of this Lease. Lessee shall be responsible to obtain all necessary regulatory permits and approvals as required by local, state, and federal law.

20. Hazard and Flood Insurance on the Improvements. Throughout the entire term of this Lease, Lessee shall maintain All Risk Property Insurance for the full replacement cost of all insurable buildings and structures placed on the Leased Premises at any time during the term of the Lease, and flood insurance on all such improvements to the extent flood insurance is available, naming the Lakefront Management Authority and the Orleans Levee District as additional insureds or loss payees.

21. Waiver of Warranty Against Vices of Defects and Indemnity and Hold Harmless. If Lessee does not terminate the Lease on or prior to the expiration of the Due Diligence Period, then as of the expiration of the Due Diligence Period, Lessee assumes responsibility for the condition of the Leased Premises and Lessor shall not be liable for personal injury, including death, or property or other damages of any kind caused by any vice or defect therein to Lessee or anyone on the Leased Premises who derives his or her right to be thereon from the Lessee to the maximum extent permitted by Louisiana law.

Lessee agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless Lessor and its commissioners, officers, employees, agents, and representatives (all hereinafter referred to as "**Lessor Indemnitees**"), from and against any and all claims, demands, liabilities, suits, legal administrative actions, damages, losses and judgments, including reasonable attorney's fees, and all costs of defense and court costs, asserted against Lessor Indemnitees by or in favor of any person or persons, or any legal entity, including, but not limited to Lessee's employees, agents, representatives and personnel, and all third parties who may have access to, who are on or near, who are using, who were invited by Lessee, or who have any connection whatsoever to the Leased Premises, for either personal injuries, death, or property damage, or any other damage, including, but not limited to, loss of income, or damages based upon any theory of law (but excluding environmental damages, which are solely covered by Article 50 hereof) suffered by such person or persons, and caused by, resulting from or arising out of: (i) any action of Lessee on the Leased Premises, or (ii) any use of the Leased Premises during the term of this Lease, except to the extent caused by the negligence or intentional acts, of any of the Lessor Indemnitees.

For purposes of this Article, "**Indemnitor**" shall mean the party obligated under this Article to provide indemnification and "**Indemnitee**" shall be the party entitled to indemnification pursuant to this Article.

Each party agrees that the obligation of the Indemnitor to defend the Indemnitee, as required under the terms of this Article of this Lease, shall be effective and enforceable by the Indemnitee against Indemnitor upon notice given, as provided for herein, by the Indemnitee to Indemnitor of any said liabilities, claims, demands or lawsuits asserted by any person against the Indemnitee arising from and/or related to, or in any way connected with the obligations herein indemnified. Indemnitor, at its expense, shall appoint an attorney to handle the defense of the Indemnitee in connection with any indemnified obligation. The Indemnitee agrees to allow an attorney appointed by Indemnitor's insurance company to represent the Indemnitee's interests in lieu of obtaining its own attorney. All expenses, fees and costs of any manner or kind related to or

connected with the defense of the Indemnitee in connection with any indemnified obligation shall be paid by Indemnitor. In the event it is necessary for the Indemnitee to retain legal counsel relating to the defense of an indemnified obligation, Indemnitor shall reimburse the Indemnitee for all reasonable attorney's fees and cost which the Indemnitee incurs, and that have not been paid by Indemnitor, related to the defense of an indemnified obligation under the terms of this Article.

The obligation of Indemnitor to indemnify, save and forever hold harmless the Indemnitee against any indemnified obligation hereunder, shall be effective upon the entry of a final judgment or settlement related to any indemnified obligation, which Indemnitor shall pay or satisfy.

Each party agrees that the obligations to defend, hold harmless and indemnify the Indemnitee set forth above in this Article of this Lease and elsewhere in this Lease shall survive the expiration or earlier termination of this Lease for any indemnified claims occurring prior to the expiration or earlier termination of this Lease.

22. Review of plans for Demolition/Renovation/Construction of Improvements.

As additional consideration for this Lease, Lessee shall at its sole expense construct the improvements identified in Exhibit "4" attached hereto and incorporated by reference. The plans and specifications for the construction of the improvements in Exhibit "4" and for any demolition, renovation, build-out or construction work to be performed at the Leased Premises shall be submitted to the Management Authority (the "**Work Plans**"). The Work Plans shall be subject to the approval of the Management Authority, which shall not be unreasonably withheld, and shall comply with any rules, regulations or requirements of the Federal Emergency Management Agency, United States Army Corps of Engineers, State of Louisiana, City of New Orleans, and Lessor's obligations mandated by Louisiana Revised Statute 38:336(B)(2) to limit development to public parks, parkways, boulevards, playgrounds, places of amusement, and beach purposes.

Lessee shall submit all design and building plans to the Lessor, to the City of New Orleans Department of Safety and Permits, to the State of Louisiana Office of State Fire Marshal, the State of Louisiana Department of Health and Hospitals, and to any other governmental entity whose approval is required prior to construction. Lessor's receipt and approval of the Work Plans shall not be construed as an endorsement or approval by Lessor of Lessee's geotechnical, structural engineering, mechanical engineering, construction methods, or selections of materials or supplies.

23. Fully Bonded Construction. The construction of all Improvements shall be under one or more fully bonded building contracts (“Bond”). The Bond shall be in favor of the Lakefront Management Authority and the Orleans Levee District. The Lessee or Lessee’s contractor shall furnish and pay for a Performance and Payment Bond written by a company admitted to conduct business in the State of Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to the total contract price, which may be verified by Lessor’s independent third-party cost consultant. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (“Treasury List”) as approved for an amount equal to or greater than the Contract amount or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the Contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the Contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond will be released when the work has been completed and approved by the Lessor and a clear Lien and Privilege Certificate has been obtained by Lessee or Lessee’s contractor from the Orleans Parish Clerk of Court after the applicable lien period has expired and has been provided to Lessor.

Upon completion of the construction and in accordance with the terms and conditions set forth hereinabove, Lessor, upon request by Lessee, will furnish Lessee a statement in writing acknowledging that construction of the improvements has been completed to the satisfaction of Lessor. The failure of Lessee to timely construct the improvements by the Completion Date as required under these provisions of this Lease shall constitute a default entitling Lessor to exercise any of the remedies available in the event of a default under the terms of this Lease.

Lessee agrees that any contract for the demolition of any improvements located on the Leased Premises shall also comply with the terms and conditions set forth above in this Article.

24. Lessee’s Contractors. Lessee agrees that all contractors engaged by Lessee to perform construction or maintenance on the Leased Premises shall present to Lessor, proof, in the form of a Certificate of Insurance, which said company, corporation or entity is adequately insured to the satisfaction of Lessor. Such

company, corporation or entity shall be required to obtain and have in effect, prior to entering or conducting operations on or near the Leased Premises, General Liability insurance with \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate coverage; Automobile Insurance and Employee Liability Insurance each with \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate coverage; and Workers Compensation insurance in accordance with the laws of the State of Louisiana, naming the "Lakefront Management Authority and Orleans Levee District" as additional insureds, a waiver of subrogation, a thirty (30) day written notice of cancellation or change clause, and other insurances, and coverages and provision as required by Lessor.

25. Fire or Other Casualty.

- A. Lessee has informed Lessor that Lessee does not intend to construct or to install any buildings or other constructions that are insurable as immovables permanently attached to or made a component part of the Leased Premises. This article will be applicable if Lessee installs or constructs insurable buildings or other constructions or improvements on the Leased Premises.

In the event of any damage or loss to the buildings or other improvements on the Leased Premises during the term hereof by reason of fire or other casualty (including flood) Lessee shall give immediate notice thereof to the Management Authority. Except in the case of a Total Loss (Total Loss is hereby defined as loss or damage to eighty (80%) percent of all Improvements (in the aggregate) located on the Leased Premises, if any building(s) or other Improvements on the Leased Premises or in the course of construction thereon shall at any time during the term hereof be damaged or destroyed by fire or other casualty (including flood), then the Lessee shall promptly repair and rebuild same, to the extent of insurance proceeds made available under Lessee's insurance and not required to be applied to the reduction of indebtedness secured by a mortgage encumbering the Improvements, Leased Premises or the Lessee's leasehold interest in the Lease, so as to restore the Improvements to their respective condition existing immediately prior to such occurrence and as nearly similar to it in character as shall be practicable and reasonable, unless the Lessee elects to terminate the Lease pursuant to Articles B or C hereafter. The proceeds of such insurance (other than rent insurance) shall be used for application as herein provided. The Management Authority or the Lessee's lender shall make available to the Lessee the use of the net proceeds of any fire or other casualty insurance (including flood) paid to the Management Authority or the Lessee's lender for any loss which shall occur during the term hereof, after deducting any costs of collection, including attorneys' fees, for such repairing or rebuilding as

the same progresses, payments to be made against properly certified vouchers of a competent architect in charge of the work. Lessee expressly agrees that if the buildings or other improvements located on the Leased Premises become unsuitable for Lessee's occupancy and use, as a result of fire or other casualty (including flood) that Lessee shall remain responsible to pay the rent under the terms of this Lease and that there shall be no rent abatement while the buildings or other improvements located on the Leased Premises remain unsuitable for Lessee's occupancy and use. Notwithstanding the foregoing, to the extent business interruption insurance proceeds do not cover all or a portion of Lessee's rent obligations hereunder, or such proceeds are not made available to Lessee to pay to Lessor, Lessee shall be allowed to defer the payment of any such amounts (the total sum of deferred payments, the "Deferred Rental Amount") until the Improvements on the Leased Premises return to full commercial operations. Once the Improvements are returned to full commercial operations, then the Deferred Rental Amount shall be paid to Lessor in twelve equal monthly installments beginning on the first rental payment due date following the date that the Improvements are returned to full commercial operations and on each month thereafter together with the regular rental due for such period until the Deferred Rental Amount is fully paid.

- B. In the event of a Total Loss or if the insurance proceeds actually received by Lessee are insufficient for the repair or rebuilding of the buildings and other improvements in the condition required by this Lease, Lessee shall not be responsible for repairing the building and improvements located on the Leased Premises. In such event of Total Loss and insufficient insurance proceeds for repair:
1. Lessee in such event, at its option, may either pay for the cost of repairing and restoring the buildings and other improvements to a new condition or the pre-damage or loss condition without any right of reimbursement from the Lessor and this Lease shall remain in full force and effect, or Lessee may elect to cancel this Lease.
 2. In the event that this Lease is cancelled by the Lessee pursuant to Article B (1), the insurance net proceeds not required to be applied to the reduction of indebtedness secured by a mortgage encumbering the Improvements, Leased Premises or the Lessee's leasehold interest in the Lease on the buildings and other improvements shall be the outright property of Lessor after first deducting any indebtedness, mortgages or other pledges of Lessee's interest in the leasehold estate or any interest or rights in any

buildings or other improvements located on the Leased Premises and after, second, deducting the costs associated with assessment of damages and the work undertaken to stabilize or to demolish the buildings and improvements located on the Lease Premises and the costs associated with the collection of the insurance proceeds, including attorney fees, court costs, and related expenses.

- C. If any time during the last three (3) years of the term of this lease, the buildings or other improvements located on the Leased Premises are damaged by fire or other casualty that the cost of restoration exceeds fifty (50%) percent of the replacement value thereof (exclusive of foundations) at the time of any such loss, Lessee may within thirty (30) days of such damage give notice of its election to terminate this Lease, and this Lease shall cease and come to an end on the date of the expiration of ten (10) days from the delivery of such notice with the same force and effect as if such date were the date for the expiration of the term hereof, and the rent shall be apportioned and paid to the time of such termination. In such event, the insurance proceeds not required to be applied to the reduction of indebtedness secured by a mortgage encumbering the Improvements, Leased Premises or the Lessee's leasehold interest in the Lease or the Improvements shall be the outright property of Lessor after first deducting any indebtedness, mortgages or other pledges of Lessee's interest in the leasehold estate or any interest or rights in any Improvements located on the Leased Premises, and after, second, deducting the costs associated with assessment of damages and the work undertaken to stabilize or demolish buildings and to stabilize the Lease Premises and the costs associated with the collection of the insurance proceeds, including reasonable attorney fees, court costs, and related expenses.

- 26. Waiver of Subrogation.** Lessor and Lessee each waive any rights each may have against the other on account of any loss or damage occasioned to either, as the case may be, to their respective property, or to the premises or its contents, arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is carried pursuant to this Lease to the extent of coverage provided under said property insurance. Both parties further agree to seek approvals of their respective insurance carriers to the waiver of all rights of subrogation or recovery against one another that would inure to the benefit of their respective property insurance carriers. Refusal of any such carrier to grant such waiver of subrogation or the conditioning of such waiver upon an increase in premiums payable under any such policy shall not under any circumstances whatsoever constitute a default under this Lease. In no event, however, shall this mutual waiver of subrogation ever apply to any claim suit or cause of action by any third person, including but not limited to Lessor's employees, invitees,

licensees and other tenants and Lessee's employees, customers, invitees and licensees, arising out of any occurrence resulting in bodily injury, property damage, or financial loss to said third party.

27. Ownership of Improvements and Reversion. During the term of this Lease, all buildings, Existing Improvements, Improvements constructed during the term of this Lease, and all other structures permanently attached to the ground located on the Premises shall be owned by and shall be the property of Lessee. Upon the termination of the Lease, whether by expiration of its term or otherwise, the ownership of all buildings, Existing Improvements (to the extent remaining on the Leased Premises at the end of the term), Improvements constructed during the term of this Lease, all other structures permanently attached to the ground, and all appurtenances of whatsoever kind or nature that are located on the Premises at the time of termination of the Lease, and all rights, title, and interests of Lessee therein, shall revert to and be conveyed automatically to the Orleans Levee District in full ownership, without payment or compensation for the costs or value thereof. Notwithstanding the foregoing, Lessee shall have the right to remove and shall retain ownership of all trade fixtures, design elements, security equipment, audio/visual equipment, information technology equipment and communications equipment, however attached to the Leased Premises or Improvements, and all other fixtures, furnishings, equipment and other movable property of Lessee.

28. Leasehold Mortgage Provisions. Lessee may at any time, and from time to time, as it may see fit, subject always to the terms and conditions of this Lease, mortgage or otherwise hypothecate its leasehold estate or its interest or rights hereunder or any part thereof together with its interest in any and all building(s), constructions and Improvements upon the Leased Premises, then or thereafter existing, subject always to Lessor's rights under the terms and conditions of this Lease, and further provided that nothing herein contained shall be held or construed in any manner to affect, diminish or destroy the lien and privilege of Lessor upon such building(s), constructions or Improvements for the payment of rent and the enforcement of other obligations of Lessee under this Lease. Any such mortgage or other hypothecation by Lessee shall always be inferior and subject to the prior right, title and interest of Lessor in and to the Leased Premises, and to all of Lessor's rights as set forth in this Lease.

If at any time after the execution and recordation in the Parish of Orleans of any such mortgage or deed of trust the mortgagee or trustee therein shall notify Lessor in writing that any such mortgage or deed of trust has been so given by Lessee and shall in such notice designate a person or corporation domiciled in the City of New Orleans, as its agent or representative for the purpose of receiving copies of notices to be given pursuant to this Lease. Lessor shall thereafter mail by U.S.

mail to the person or corporation so designated by said mortgagee or trustee, at the address so given, a duplicate copy of any and all notices in writing which Lessor may, from time to time, serve upon Lessee under and pursuant to the terms and provisions of this Lease, and unless and until such copy be so mailed to the agent or representative of such mortgagee or trustee, and unless and until the expiration thereafter of the same period of grace which is applicable to the notice given to Lessee, no action shall be taken by Lessor which would be prejudicial to such mortgagee or trustee thereunder.

Such mortgagee or trustee may, at its or his/her option, at any time before the rights of Lessee shall have been forfeited to Lessor as herein provided, pay any of the rents of other charges due hereunder or effect any insurance, or pay any taxes and assessments, or make any repairs or improvements, or make any deposits or do any other act or thing required of Lessee by the terms of this Lease, or which may be necessary or proper to be done in the observance of the covenants and conditions of this Lease, so as to prevent a default and forfeiture of this Lease. All payments made and all things done and performed by any such mortgagee or trustee shall be as effective to prevent or cure a default and forfeiture of the rights of Lessee hereunder as the same would have been if done and performed by Lessee.

29. Lessor Default.

Should Lessor fail to perform any of the terms, conditions or covenants required to be observed or performed by it in this Lease and such failure is not cured within sixty (60) days after receipt of written notice of such default, or, in the event of a breach that would reasonably require more than sixty (60) days to cure, to commence such cure, Lessee shall be entitled to either a) cancel this Lease, or b) seek to enforce and order Lessor's compliance through specific performance. If Lessor fails to timely cure or to commence to cure the breach, such breach shall constitute a "**Lessor Default.**"

- 30. Lessee Default.** Should Lessee fail to pay any rental due hereunder within twenty (20) days of the first of the month for which the Initial or Base Rent is due, the failure to pay shall constitute a Lessee Default. Should Lessee fail to perform any of the other terms, conditions or covenants required to be observed or performed by it in this Lease and such failure is not cured within sixty (60) days after receipt of written notice of such default, or, in the event of a breach that would reasonably require more than sixty (60) days to cure, to commence such cure, then Lessor shall have the option of cancelling this lease, without further notice or formality. Lessee shall be responsible for any damages including the rental payments owed during the remaining Term in effect at the time of the default and the actual attorney fees and expenses incurred by Lessor in connection with Lessee's Default.

31. Utility General Access. Each of Lessor and Lessee hereby grant a perpetual right of entry to the other party over (a) lands owned or controlled by Lessor or (b) the Leased Property, respectively, for the purpose of accessing, maintaining, repairing, modifying or replacing the utilities located on the property of the other but serving the properties under their respective control. To the maximum extent possible, each party will provide reasonable prior verbal notice to the other of the need for its employees, representatives, workers, or contractors to enter on to the property of the other for any purpose relating to such parties' utilities. In the exercise of the rights granted pursuant to this Article 31, the party exercising such rights shall use reasonable efforts to avoid interruption or disruption of the activities and business of the other party on whose properties they are exercising such rights.

In the event of an issue of public safety, utility disruption, imminent operational risk, or in the exercise of Lessor's governmental functions, at any time, immediately and without notice to the other party, each party shall have the right to enter the land controlled by the other for the purpose of addressing the issue of public safety, utility disruption, or imminent operational risk.

32. Prohibited Uses. Lessee understands that each of the following are prohibited uses of the Leased Premises ("Prohibited Uses"): (a) the storage or the sale of illegal substances or illegal items by Lessee, its Subtenants or Operators; and (b) material interference with the peaceful use and occupancy of any other adjacent properties or waters under the control of the Lakefront Management Authority outside of the Leased Premises. Lessee acknowledges that the Leased Premises are adjacent to a business office complex. Lessee agrees to not engage in nor to permit any activity nor uses of the Leased Premises that would interfere with or disturb the tenants of the complex.

Further, Lessee shall not interfere with the Management Authority or Orleans Levee District's performance of lawful governmental responsibilities, including but not limited to flood protection.

The Lessee shall not do nor permit any act or thing on the Leased Premises which may subject the Management Authority to any liability by reason of any illegal business or illegal conduct upon the Leased Premises. Lessee does hereby agree to defend, indemnify and forever hold the Management Authority harmless from and against any and all liabilities, fines, suits, claims, demands, actions, costs, reasonable attorney fees and reasonable expenses of any kind or nature arising out of any unauthorized or illegal use or occupancy which the Lessee may permit or suffer to be made of the Leased Premises. If the Lessee should be required to defend any action or proceeding pursuant to this Article, the Management Authority shall be entitled, at the Lessee's sole expense, to appear, defend, and

otherwise take part in the matter involved at the Management Authority's election and by counsel of the Management Authority's own choosing. The obligations of Lessee under this provision of this Lease shall survive the expiration or earlier termination of this Lease.

- 33. Public Health and Regulatory Compliance.** Lessee shall be solely responsible for compliance with all public health requirements for its visitors including but not limited to the applicable requirements of the Beaches Environmental Assessment and Coastal Health Act (“**BEACH Act**”) 33 U.S.C. §1313, et seq. and the requirements of the State of Louisiana Department of Health and Hospitals to conduct microbiological testing and monitoring of the waters on the Leased Premises. Lessee shall not permit entry from the Leased Premises into the waters adjacent to Pontchartrain Beach when those waters do not meet the Recreational Water Quality Criteria established by the United States Environmental Protection Agency under the BEACH Act, the corresponding public health standards established by the State of Louisiana Department of Health and Hospitals, and by any other governmental entity. Lessee shall comply with all record keeping, reporting, and public notification requirements concerning water quality criteria and shall make the monitoring records available on a timely basis upon reasonable request by the public. Lessee shall provide Lessor a copy of all reports and monitoring records submitted to any governmental entity to fulfill any regulatory reporting requirements within thirty (30) calendar days after the end of each quarter during the term of this Lease.
- 34. Conduct of Operations and Housekeeping.** Lessee agrees to ensure each Operator and Subtenant shall comply with all of the requirements attached hereto and fully incorporated herein by reference to Exhibit “7” and to cause the conduct of all such persons shall be consistent with good operating practices.
- 35. Landscaping and Grounds Maintenance.** Lessee shall be solely responsible for the existing and future landscaping needs and improvements on the Leased Premises commencing on the Effective Date of this Lease. Lessee shall maintain the Leased Premises with cutting and trimming on an as needed basis. Lessee shall be responsible for the replacement of any landscaping lost due to disease, age, weather events, or due to other causes. Replacement shall consist of similar or the same species of plants but shall not be required to be the same age or size. In the event Lessee fails to maintain the landscaping on the Leased Premises, Lessor and its contractors shall have the right, but not the obligation, to enter into the Leased Premises to conduct the necessary landscaping work, and Lessee shall reimburse Lessor the actual costs incurred. Lessor may place Lessee in default of this Lease should Lessee fail to maintain the Leased Premises after Lessor’s issuance of written notice.

36. Annual Programing and Operations Plan. On or before the 1st Day of February in each year of this Lease, Lessee shall provide Lessor with an Annual Programing and Operations Plan (“**Annual Plan**”). The Annual Plan shall include an updated site plan and specific updates for Sanitation Practices, Public Safety, and Transportation and Parking on the Leased Premises and surrounding areas. The Annual Plan shall also include a schedule of opening days and times and a calendar of Special Events, which shall include, but not be limited to, day and night time festivals, fund raisers, concerts, and any events at which there will be sound projection past the hour of 9:00 PM.

Lessor shall have unconditional approval rights of the Annual Plan and shall have until March 31st to either approve the Annual Plan or to forbid any practices or Special Events that in Lessor’s sole discretion pose an unreasonable risk to the Leased Premises or to the uses and enjoyment of the surrounding properties. In the event of the Management Authority’s denial of the Annual Plan, Lessee shall have the right to submit a proposed Amended Annual Plan by no later than the 30th day of April of each year of this Lease to address Lessor’s objections and said Amended Annual Plan shall be subject to Lessor’s approval rights as provided above by or before May 30th of each year of this Lease. Lessee agrees to communicate deviations to the Annual Plan that arise in the course of business during the operating season. In the event the Annual Plan is not approved, Lessee shall still be able to operate the Leased Premises under its general practices, but Lessee shall not be allowed to undertake any of the practices or Special Events that in Lessor’s reasonable discretion pose an unreasonable risk to the Leased Premises or to the uses and enjoyment of the surrounding properties. Further, notwithstanding anything to the contrary herein, in the event that Special Events are planned, suggested or booked after the submission or presentation and/or approval/denial of the Annual Plan, Lessee shall submit such to the Lessor for approval or denial no less than thirty (30) days of prior to the proposed date of the Special Event.

37. Site Plan. As part of its Annual Plan, Lessee shall include an updated Site Plan that shall at a minimum depict the entrances and exits on the Leased Premises; designated motor vehicle and bicycle parking locations on and off the Leased Premises; public transportation pick-up and drop-off locations, ride-share pick-up and drop-off locations; First Aid facilities; stage locations for Special Events; cooking areas and kitchens; fire extinguishers; facility evacuation routes and utility cut-off safety valves.

38. Sanitation Practices. As part of its Annual Plan, Lessee shall include a plan for Sanitation Practices that shall, at a minimum, include the list of companies contracted to provide sanitation services and the frequency for the provision of those services on the Leased Premises and areas off the Leased Premises used by

Lessee's employees, contractors, vendors, and visitors; a daily cleaning plan; the number and location of trash receptacles and dumpsters; the frequency at which trash receptacles and dumpsters will be emptied, and the number and placement of restrooms. Lessee shall also include in its plan for Sanitation Practices specific measures Lessee and its contractors and vendors will take to minimize the creation of trash, garbage, and other forms of liquid and solid wastes from the operation of the Leased Premises.

All trash receptacles shall be secured and garbage shall be removed daily from such receptacles and collected in covered and secured trash dumpsters, which shall be picked up and emptied by a dumpster service no less frequently than twice per week during the operating season for Pontchartrain Beach, or if dumpster service is delayed outside of Lessee's control, as frequent as practicable. Lessee shall patrol the Leased Premises and all designated vehicle parking areas on a daily basis to remove any garbage, refuse, and waste and shall take all reasonable measures to prevent discharges into Lake Pontchartrain. Trash dumpsters shall be placed in a secure area that is not accessible by the general public. Lessee shall be solely responsible for responding to any unauthorized or illegal dumping that occurs on the Leased Premises.

Should Lessee fail to adhere to the agreed upon plan for Sanitation Practices and the Leased Premises and surrounding areas are left in an unsanitary condition, after Notice has been provided and the appropriate cure period has lapsed, Lessor shall have the right, but not the obligation, to deploy sanitation services to return the Leased Premises and surrounding areas to a sanitary condition. Lessee agrees to pay Lessor as its sole remedy (a) liquidated damages in the amount of FIVE HUNDRED DOLLARS (\$500.00) per day sanitation services are provided should Lessor find it necessary to deploy sanitation services under this Article; and (b) Lessor's actual costs incurred in deploying sanitation services. In the event Lessee objects and/or disputes to Lessor's need for the deployment of sanitation purposes or for Lessor's request to the aforesaid payments, First City Court or Civil District Court for the Parish of Orleans shall be the appropriate venue for the determination of the validity of such a dispute. Seeking judicial decree as to the validity of the aforesaid shall not in and of itself be considered default under this Lease until judicial decree has been made and the non-prevailing party has failed to act as decreed.

- 39. Public Safety.** Lessor shall not be responsible for providing any security for the Leased Premises. Lessee shall have sole responsibility for and control of security and public safety on the Leased Premises. As part of its Annual Plan, Lessee shall include a plan for Public Safety that shall, at a minimum, include the list of companies contracted to provide security services on the Leased Premises and areas off the Leased Premises used by Lessee's employees, contractors, vendors,

and visitors; describe the security screening personnel, measures, and devices to be used at the entrances to the Leased Premises; describe the internal chain of command and procedures for responding to security breaches and incidents posing a risk to public safety; describe the public notification process and procedures for responding to active shooter and other events posing a substantial risk of loss of life Lessee shall install security cameras and shall identify in its Annual Plan the number and location of security cameras. Lessee shall also in good faith apply to be a part of New Orleans Office of Homeland Security's Real-Time Crime Center camera program and seek installation of cameras monitored by said program.

40. Transportation and Parking. Parking for the Leased Premises shall comply with all requirements imposed by the City of New Orleans. Lessee, its employees, contractors, and visitors shall be prohibited from vehicular parking on Orleans Levee District property south of Lakeshore Drive. As part of its Annual Plan, Lessee shall include a plan for Transportation and Parking that shall, at a minimum, describe the designated motor vehicle and bicycle parking areas and facilities; the contractual arrangements for those parking areas; and the public transportation and bicycle transportation options for people to travel to the Leased Premises. Lessee shall include in its Annual Plan the parking arrangements made or contracted for during Special Events. Lessee shall also include in its plan for Transportation and Parking specific measures Lessee will take to incentivize the greater utilization of public transportation and bicycle transportation by employees, contractors, vendors, and the public to travel to the Leased Premises and thereby minimize the need for vehicular parking spots to the greatest extent possible.

41. Noise and Lights. Lessee shall not cause or allow any noise, sound projection, or music to emanate from the Leased Premises after 9:00 P.M. at levels sustained at or above the levels specified in the City of New Orleans Noise Ordinance 66-136, et seq. or as may be codified elsewhere in the New Orleans Municipal Code. Lights, sound projecting equipment, and speakers shall, to the greatest extent practicable, be directed toward Lake Pontchartrain rather than the neighboring office buildings and neighborhoods. Lessee, its contractors, vendors, and visitors are prohibited from using any aerial spotlights unless permitted by the Management Authority. Lessee agrees to pay liquidated damages in the amount of FIVE HUNDRED DOLLARS (\$500.00) per day for each day Lessee fails to patrol the playing of music before 12:00 PM or after 9:00 PM unless Lessor issues prior written approval.

42. Public Complaints and Incident Log. Lessee shall create and maintain a log containing individual entries for each public complaint Lessee received through its designated complaint receipt process concerning Lessee's activities and

operations and further containing individual entries for any public safety incidents occurring on the Leased Premises or in connection to the operation of the Leased Premises (e.g. contracted parking areas). The individual entries shall indicate (a) the date and time of each complaint or incident and (b) the name, address, and phone number of the individual making the complaint or reporting the incident. The complainant's provision of the information in (b) is a condition to the Lessee's requirement to log the complaint. The nature of the complaint or incident should be noted in the entry as well as any follow-up actions taken by Lessee. Lessee shall submit a quarterly summary of the Public Complaint and Incident Log to Lessor with the quarterly reports required under Article 17 of this Lease. Lessee shall respond to complaints submitted to Lessor no later than forty-eight (48) hours from Lessor's transmittal of the complaint to Lessee.

- 43. Annual Plan Review.** During each year of this Lease, Lessee shall present a season-end summary at the October meeting of the Lessor's Board of Commissioners. This season-end summary shall include, but not be limited to, an overview of visitation to Pontchartrain Beach, a discussion of the programming year to date, and any issues with the site plan and organization, sanitation practices, public safety, transportation and parking, and noise, light, or other complaints.
- 44. Governing Law and Forum Selection.** This Agreement shall be interpreted and governed by the laws of the State of Louisiana. Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with this agreement shall be in the Civil District Court for the Parish of Orleans, State of Louisiana.
- 45. No personal liability.** Nothing herein shall be construed as creating any personal liability on the part of any public official, officer, director, or member of the Management Authority or Lessee or any other public body having any connection to the Leased Premises, or any of their representatives, consultants, attorneys, contractors, agents, staff members, personnel, or employees.
- 46. Lease Assignments, Transfers, and Conveyances.** Lessee may not assign, transfer, nor convey any portion of this Lease, the Existing Improvements, or Lessee's Improvements, nor grant any rights therein nor subleases except in accordance with Article 48, until the Improvements in Exhibit "4" are constructed and made operational in accordance with the terms and conditions of this Lease.

If after the Improvements are made operational, Lessee desires Lessor's approval to assign, transfer, or to convey this Lease or any rights or privileges hereunder, Lessee shall make a written request to Lessor for approval of same. Lessee's written request for approval shall identify the proposed assignee, transferee, or purchaser and the complete terms and conditions of the proposed assignment,

transfer, or conveyance. Lessee shall furnish Lessor all additional information pertaining to the proposed assignment, transfer, or conveyance as Lessor may request. Lessor, in its sole and absolute discretion, may approve or reject the proposed assignment, transfer, or conveyance of this Lease and any rights or privileges hereunder by virtue of a Resolution from the Lakefront Management Authority Board of Commissioners.

The terms "assignment, transfer, or convey" as used in this Article, shall include but not be limited to (i) any transfer of a part interest in this Lease or of the improvements located on the Leased Premises, as well as any transfer from one co-lessee (if any) to another; (ii) any transfer to any prior owner of the Lessee's interest therein or part thereof; and, (iii) any transfer to any type of legal entity (e.g., corporation) owned solely or partly by Lessee. An assignment, transfer, or conveyance prohibited within the meaning of this Lease shall also include (i) the transfer, issuance or creation of any class of shares of stock interest, by which a majority interest of Lessee's interest shall be vested in a person or persons who are not shareholders as of the Effective Date of this Lease.

Lessee acknowledges and agrees that it is the intention of this provision to absolutely interdict any right of the Lessee provided by law to underlease or cede or sell or assign any of its interests in this Lease or the improvements located on the Leased Premises, except as provided in Articles 48; and, Lessee agrees the provisions of this Article absolutely interdict any such transfer without the prior written consent of the Lessor in Lessor's sole and absolute discretion.

A "Transfer" shall include, but shall not be limited to: (i) a transfer or assignment by Lessee of all or any of its rights under this Lease (other than a sublease of any of the improvements made by Lessee on the Premises, but not the land thereunder) (ii) a "Change in Control of the Lessee" shall be any sale of shares of stock, ownership interests by the owners of Lessee or any merger, transaction or other restructuring of Lessee which would result in a person who is not the owner of a controlling interest on the date of this Lease owning at least fifty-one (51%) percent or such lesser or greater percentage as may be needed for control of the outstanding ownership interests of Lessee. In the event any Transfer is proposed, Lessee shall give the Management Authority prior written notice of the proposed Transfer and all pertinent information about the proposed assignee, transferee or new managers, investors or owners of Lessee. The Management Authority shall have sixty (60) days from the date of receipt of such notice and pertinent information to consent or object to such transaction. Failure to consent within sixty days (60) days shall be deemed an objection by the Management Authority. If Lessee nonetheless proceeds with the Transfer, the Management Authority may summarily terminate this Lease, effective immediately upon the giving of written notice of such termination. Notwithstanding the foregoing, a change in

any of the Members or Directors of Lessee shall not constitute a Transfer.

Notwithstanding the foregoing, when authorized by Lessor, transfers or assignments of this Lease, in whole or in part, shall be conditioned upon the payment of an assignment, transfer, or conveyance fee in the amount of four (4%) percent of the of the total amount of any consideration received by any assignment, transfer, or conveyance shall be payable to Lessor, either by Lessee acting as transferor or any entity or association to which rights under this Lease may be or may have been assigned, transferred, or conveyed. Assignments, transfers, and conveyances of this Lease, in whole or in part, shall furthermore be conditioned upon the transferor's payment of the actual attorney fees and reasonable costs and expenses incurred by Lessor in approving the transferor's request and preparing or reviewing the related documentation and participating in or attending any related conferences or meetings.

47. Subleasing and Operating of Buildings and Improvements. Lessee shall have the right with Lessor's prior written approval, which shall not be unreasonably withheld, to sublet and to enter into subleases and operating agreements for portions of the Improvements on the Leased Premises for the purpose of operating the buildings, businesses, and other activities of Pontchartrain Beach. A person who enters into a sublease or operating agreement for any portion of the Leased Premises shall be known as a "Subtenant."

Lessee may, without the consent of the Management Authority, enter into agreements with third parties to operate or to provide concessions for the sale of food, drinks, sunscreen, and other beach-related supplies and for the rental of beach chairs, umbrellas, bicycles, water toys, and other movable items appropriate for use on and adjacent to the Leased Premises ("**Vending Services**"). A person who enters into an agreement to operate a Vending Service on any portion of the Improvements on the Leased Premises but who is not a Subtenant shall be known as a "Vendor." Vendors shall be subject to the requirements set forth in Exhibit "7" attached hereto and incorporated herein by reference.

48. Environmental Laws.

A. **Definitions.** The following defined terms are used in this Article:

1. The term "**Environmental Law**" means all federal, state and local laws, rules, regulations, policies, standards, permits, provisions, ordinances, programs, decisions and other governmental requirements relating to pollution or protection of human health, natural resources, wildlife and the environment or workplace health or safety including

the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§9601 *et seq.* ("**CERCLA**"), the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§6901 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. §§7401 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 *et seq.*, the Toxic Substances Control Act, as amended, 15 U.S.C. §§2601 *et seq.*, the Oil Pollution Act of 1990, 33 U.S.C. §§2701 *et seq.*, the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300f *et seq.*, the Hazardous Materials Transportation Act of 1994, as amended, 49 U.S.C. §§5101 *et seq.*, and other environmental conservation and protection laws and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§651 *et seq.*, and the regulations promulgated pursuant thereto, and any state or local counterparts, each as amended from time to time.

2. The term "**Hazardous Substance**" means (i) any substance, whether solid, liquid, gaseous, semi-solid, or any combination thereof, that is designated, defined or classified as a hazardous waste, solid waste, hazardous material, pollutant, contaminant or toxic or hazardous substance, or terms of similar meaning, or that is otherwise regulated under any Environmental Law, including any hazardous substance as defined under CERCLA, and including asbestos and lead-containing paints or coatings, and (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other refined petroleum hydrocarbons.

- B. **Compliance with Environmental Laws.** Lessee shall comply with all applicable Environmental Laws pertaining to Lessee 's construction, use and operations at the Leased Premises. Lessee shall not store or release (nor permits its employees, agents, contractors or invitees to store or release) any Hazardous Substances in, on or under the Leased Premises or Lessor's property adjacent thereto, except in the ordinary course of business and in accordance with applicable Environmental law. Lessee shall at its own expense maintain in effect all environmental permits, licenses or other governmental approvals, if any, required for Lessee's construction, use and operations at the Leased Premises. Notwithstanding the foregoing, Lessee does not assume responsibility for compliance with Environmental Laws pertaining to Hazardous Substances in, on or at the Leased Premises as of the Effective Date, if any. For purposes of this Article, the parties agree that the presence of any Hazardous Substances revealed by any environmental site assessment performed during or before the Due Diligence Period shall be deemed to have existed at the Leased Premises as of the Effective Date and Lessee shall have no responsibility therefor.

49. Notices. Lessor and Lessee shall each give immediate notice to the other of any claim, action, administrative proceeding, or other demand by any governmental agency or third party involving the Leased Premises. Additionally, any notices or demands, which under the terms of this Lease must or may be given, shall be given in writing and (a) delivered personally with written acknowledgment thereof by the recipient of the notice or demand, or (b) shall be mailed by U.S. certified mail, return receipt requested, or by nationally recognized overnight carrier addressed to the respective parties as hereinafter provided:

If to Lessor:	Executive Director Lakefront Management Authority 6001 Stars & Stripes Boulevard Terminal Building, Suite 219 New Orleans, LA 70126
If to Lessee:	Guy Williams, Director Pontchartrain Beach Foundation 200 St. Charles Avenue New Orleans, LA 70130
With a copy to:	Michael Ricci, Esq. Ricci Partners, L.L.C. 101 Allen Toussaint Blvd., Suite 400 New Orleans, LA 70124

Any notices or demands given under the terms of this Lease shall be effective upon receipt of same by the party to whom the notice or demand was addressed (or, if delivery is refused, on the date delivery was attempted). Should Lessor be unable to give notice to Lessee, as hereinabove set forth, and should this continue for a period of fifteen (15) days from date of mailing, then said notice, demand or citation may be served on Lessee by tacking same on the Leased Premises or in accordance with Louisiana Eviction Law. The parties may change the addresses set forth above for receiving notices by providing notice of a change of address in the same manner provided hereinabove.

50. Interpretation. No provision in this Lease shall be interpreted to provide Lessee any rights beyond the limitations imposed on Lessor by Louisiana Revised Statute Title 38 Section 336, et seq. If any provision of this Lease, or its application to any person or circumstances, is invalid or unenforceable, then the remainder of this Lease or the application of that provision to other persons or circumstances shall not be affected. Each Party hereto represents that it has been represented by legal counsel in connection with this

Agreement and acknowledges that it has participated in the drafting hereof. In interpreting and applying the terms and provisions of this Lease, the Parties agree that no presumption shall exist or be implied against either Party as the drafter of this Lease.

51. The Management Authority's DBE Policy. It is the established policy of the Management Authority to provide reasonable opportunities for Disadvantaged Business Enterprises to compete for or perform on contracts first by the Authority. Toward this end, the Authority encourages, to the extent feasible, the structuring of major projects into categories which may be commensurate with the capabilities of Disadvantaged Business Enterprises and actively encourages major prime contractors to provide opportunities for these businesses to become involved as subcontractors. Lessee shall in good faith, endeavor to use Disadvantaged Business Enterprises in 16% of the operations on the Premises each year during the Initial Term and Option Term and will take the affirmative steps set forth below. A list of certified firms in each specialized field may be obtained from the Management Authority or from the Louisiana Dept. of Transportation Compliance Dept. Affirmative steps include the following:

- a. Including qualified small and disadvantaged/women businesses in solicitation lists.
- b. Assuring that small and disadvantaged/women businesses are solicited whenever they are potential sources.
- c. Using the services and assistance of the Small Business Administration, the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

For purposes of this Article "Disadvantaged Business Enterprise" means a small business organized for profit performing a commercially useful function which is owned and controlled by one or more DBE individuals or businesses. Owned and controlled means a business in which one or more DBE owns at least fifty-one percent, or in the case of a corporation, at least fifty-one percent of the voting stock and controls at least one percent of the management and daily business operations of the business.

52. Lessor's Right To Inspect. Lessor, its agents, representatives, employees and workmen shall have the right to enter the premises during business hours for the purpose of inspection of the common elements to determine if the Leased Premises are being maintained in accordance with the terms of this Lease as well as for the purpose of inspecting said premises for reasons necessary, incidental to, or connected with the performance of Lessee's obligations under the

Lease. Lessor shall inform Lessee at least one (1) day in advance of Lessor entering the premises for such purposes. If Lessee has failed to maintain the Leased Premises in accordance with this Lease and fails to make said repairs necessary for the preservation of the property after notice required under the terms of this Lease, then Lessee shall be in default and Lessor shall be entitled to enforce any of the remedies provided under the terms of this Lease in the event of a default by Lessee.

Lessor, its agents, representatives, employees and workmen shall have the right to enter the premises at any time, immediately and without notice to Lessee, in the event of an emergency as determined solely by Lessor, or for the purpose of making repairs to the property when the public's safety is threatened, or in the exercise of its governmental functions. Lessor shall, within five (5) business days of entering the Leased Premises, provide Lessee with written notice of such entry containing a description of the repairs and other actions taken regarding the Leased Premises.

53. Force Majeure; Tolling of Rent Commencement Date. If Lessor or Lessee is delayed, hindered or prevented from the performance of any act required under this Lease (including, without limitation, conducting inspections or other due diligence, obtaining or maintaining permits or other approvals, commencing or completing the construction of Improvements on the Leased Premises, or opening for business or operating business on the Leased Premises by reason of a Force Majeure Event (as defined below), then performance of the act will be excused for the period of the delay, hindrance or prevention, and the period for the performance of any such act will be extended for a period equivalent to the period of such delay, hindrance or prevention. For purposes hereof, "**Force Majeure Event**" means strikes; lock outs; labor or work force shortages or interruptions; inability or difficulty to procure materials or supplies; failure or insufficiency of electricity, water, sewer, gas or other utilities; widespread material curtailment or unavailability of governmental services or functions; riots; terrorist acts or threats of terrorist acts; insurrection or civil commotion or disorder; public health concerns; acts of God or natural disaster, including without limitation, damaging storms, cyclones, typhoons, hurricanes, tornadoes, blizzards, earthquakes, floods, or damage or destruction by lightning; explosions, fires or other destruction not caused by Lessee; the act, failure to act or default of the other party; armed conflict or war (whether declared or not); or any reason reasonably beyond a party's control.

54. Surrender of Premises. At the expiration of the Lease, or its termination for other causes, Lessee is obligated to immediately surrender possession, and should Lessee fail to do so, Lessee consents to pay all damages, including reasonable attorney's fees and costs, and five times the amount of the base rent per day then

charged until the premises are surrendered to Lessor. Should Lessor allow or permit Lessee to remain on the Leased Premises after the expiration or termination of this Lease, this shall not be construed as a reconduction of this Lease.

- 55. Mutual Waiver of Consequential Damages.** Notwithstanding anything to the contrary set forth in this Lease, neither party shall be liable to the other for consequential, indirect or punitive damages arising out of any breach or default of the Lease, including, without limitation, loss of use or income from the Premises or any equipment or facilities therein, and each party expressly waives any claim for such damages.
- 56. Lease Amendments.** No agreement modifying, altering or abrogating in any manner the expressed terms and conditions of this Lease shall be binding on either party, unless such agreements are made in writing and signed by all parties as an amendment to this Lease, which was approved by a resolution adopted by the Board of Commissioners of the Lakefront Management Authority. Such amendments shall be fixed to this Lease and shall incorporate this Lease by reference.
- 57. No Real Estate Commission.** It is specifically understood between the parties hereto that said parties were not introduced or brought together by any real estate agent or broker and, therefore, there are no real estate commissions of any kind to be paid by either of the parties hereto.
- 58. Attorneys' Fees.** The prevailing party in any action or proceeding arising out of or in connection with this Lease shall be entitled to recover from the other party all costs, reasonable attorneys' fees and other expenses incurred by it in connection therewith.
- 59. Successors and Assigns.** This Agreement shall be binding upon the parties and their respective successors and assigns.
- 60. Headings for Convenience.** The headings contained in this Lease are for convenience and reference and are not intended to define or to limit the scope of any provision in this Lease.
- 61. Lease Memorandum.** Lessor and Lessee agree that they shall execute a short form lease memorandum detailing the terms of this Lease in a form requested in the reasonable discretion of Lessee. Said Lease Memorandum shall be executed by Lessor and Lessee and filed into the public records of Orleans Parish at Lessee's cost.

- 62. Criminal Conviction Default.** Lessor hereby reserves the right to immediately terminate this Lease in the event of a final and definitive judgement of a court of law, for a conviction for the violation of a felony offense by Lessee (but not for a violation of a felony offense by Lessee's Members, Directors, Employees, or Contractors) of any section of either the Federal or State of Louisiana Criminal Code.
- 63. Invalidity and Severability.** If any one or more of the provisions contained in this Lease, or added thereto, shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but it shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.
- 64. Mechanic and Construction Lien.** Lessor shall not be liable for any labor or materials furnished or to be furnished to Lessee on credit, and no mechanics or other liens for any such labor or materials shall attach to or affect the reversion or other estate or interest of Lessor in and to the Leased Premises. Whenever, or as often as any such lien shall have been filed against the Leased Premises based upon any act or interest of Lessee or of anyone claiming through Lessee, then Lessee shall forthwith take such action by bonding, deposit or payment, as will remove or satisfy the lien. If Lessee fails to remove or satisfy the lien in accordance with the preceding sentence, then within thirty (30) days after notice to Lessee, Lessor may pay the amount of such lien, and the amount so paid shall be deemed additional rent recoverable under this Lease by Lessor and shall be payable forthwith with interest at the current rate equal to the prime interest rate reported by the Wall Street Journal, and with the same remedies to Lessor as in the case of default in the payment of rent as herein provided. If such a lien is attached to the Leased Premises and Lessor exercises its rights under the preceding sentence to satisfy the lien, Lessor shall be entitled to obtain an attorney to represent its interests in all matters connected thereto, and Lessee agrees to pay all reasonable attorney fees and expenses incurred by Lessor under this section.
- 65. Entire Agreement.** This Lease constitutes the entire agreement between the Parties concerning its subject matter, and no representations, inducements, promises or agreements, or otherwise, between the Parties with reference to it and not embodied in this Lease shall be of any force or effect. It is expressly understood and agreed that this Lease supersedes and replaces the any such representations, inducements, promises, or agreements, or otherwise, between the Parties regarding this Lease.

This Master Lease Agreement and Conveyance of Improvements has been signed by the Parties in the City of New Orleans, before the undersigned witnesses, on this ___ day of April 2023:

WITNESSES:

Print Name: _____

Print Name: _____

LESSOR:

LAKEFRONT MANAGEMENT AUTHORITY

By: _____
LOUIS J. CAPO, EXECUTIVE DIRECTOR

LESSEE:

PONTCHARTRAIN BEACH FOUNDATION

By: _____
GUY WILLIAMS, DIRECTOR

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

On this ____ day of April 2023, before me, the undersigned Notary Public, personally came and appeared:

LOUIS J. CAPO

who declared and acknowledged to me that he executed the foregoing Master Lease Agreement and Conveyance of Improvements and signed same for the purposes and objects therein expressed, acting in his capacity as the duly authorized Executive Director of the Lakefront Management Authority.

LOUIS J. CAPO
EXECUTIVE DIRECTOR

Sworn to and subscribed before me, this ____ day of April 2023.

DAVID JEFFERSON DYE
LA BAR # 27445
NOTARY PUBLIC
COMMISSION FOR LIFE

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

On this ____ day of April 2023, before me, the undersigned Notary Public, personally came and appeared:

GUY WILLIAMS

who declared and acknowledged to me that he executed the foregoing Master Lease Agreement and Conveyance of Improvements and signed same for the purposes and objects therein expressed, acting in his capacity as the duly authorized Director of the Pontchartrain Beach Foundation.

GUY WILLIAMS, DIRECTOR

Sworn to and subscribed before me, this ____ day of April 2023.

MICHAEL S. RICCI
LA BAR # _____
NOTARY PUBLIC
COMMISSION FOR LIFE

Exhibit "1"

**LMA Board Resolution XIII 01-07282022 and
Resolution _____**

Exhibit "2"

Pontchartrain Beach Foundation Board Resolution

10/1/00

Exhibit "3"

Legal Description for Pontchartrain Beach

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, and appurtenances thereunto belonging or in anywise appertaining, situated in the Third District of the Parish of Orleans, City of New Orleans, state of Louisiana, containing 15.474 acres, being a portion of the property known as "Pontchartrain Beach," and being that parcel designated as Parcel - 3, on that certain survey by John F. Marshall, Registered Surveyor, dated August 8, 1992, revised September 18, 1992, and being more fully described as follows:

Commencing at a point at the back of the Lake Pontchartrain seawall, at the intersection of Bay No. 441 and Bay No. 442, the point of beginning, thence run S 76°08'15" E a distance of 280.71'; thence N 22°43'28" E a distance of 96.70'; thence N 16°29'39" E a distance of 108.24'; thence N 22°36'06" E a distance of 82.74'; thence N 35°83'26" E a distance of 104.09'; thence N 45°02'35" E a distance of 80.20'; thence N 65°08'39" E a distance of 43.66'; thence S 76°59'01" E a distance of 16.76'; thence S 41°05'17" W a distance of 146.45'; thence S 00°30'29" E a distance of 28.76'; thence S 38°18'21" E a distance of 94.03'; thence S 65°47'03" E a distance of 70.46'; thence S 73°09'53" E a distance of 69.41'; thence S 85°30'37" E a distance of 75.09'; thence N 85°29'12" E a distance of 70.85'; thence N 71°18'40" E a distance of 82.62'; thence N 56°26'50" E a distance of 81.19'; thence N 65°05'54" E a distance of 10.30'; thence N 03°36'27" W a distance of 128.60'; thence S 79°29'49" W a distance of 10.50'; thence N 05°42'21" W a distance of 2'; thence N 79°29'49" E a distance of 7'; thence N 05°42'21" W a distance of 118.61'; thence in a northwesterly direction along the arc of a curve to the right having a radius of 26' a distance of 65.72'; thence N 05°40'38" W a distance of 140.64'; thence S 84°21'23" W a distance of 102.68'; thence N 05°40'38" W a distance of 11.35'; thence N 84°21'23" E a distance of 102.68'; thence N 05°40'38" W distance of 2.44'; thence N 84°21'23" E a distance of 11.39'; thence S 05°40'38" E a distance of 154.52'; thence in a southeasterly direction along the arc of a curve to the right having a radius of 26' a distance of 65.28'; thence S 05°42'21" E a distance of 117.37'; thence N 79°29'49" E a distance of 7'; thence S 05°42'21" E a distance of 2'; thence S 79°29'49" W a distance of 10.50'; thence S 03°36'27" E a distance of 124.55'; thence N 65°05'54" E a distance of 43.96'; thence S 75°05'33" E a distance of 85.32'; thence S 80°33'00" E a distance of 87.91'; thence S 88°11'29" E a distance of 70.44'; thence N 81°40'20" E a distance of 92.75'; thence N 78°18'10" W a distance of 82.11'; thence S 75°00'23" E a distance of 59.27'; thence N 88°43'15" E a distance of 76.83'; thence N 72°39'54" E a distance of 79.78'; thence N 69°59'08" E a distance of 67.51'; thence N 65°25'39" E a distance of 87.50'; thence N 58°47'27" E a distance of 78.21'; thence S 76°50'43" E a distance of 41.08'; thence S 41°30'34" E a distance of 15.73'; thence S 70°57'18" E a distance of 56.17'; thence S 81°05'21" E a distance of 50.38'; thence S 82°26'09" E a distance of 56.66'; thence N 89°41'29" E a distance of 51.07'; thence N 83°29'56" E a distance of 52.55'; thence N 75°28'25" E a distance of 41.26'; thence N 72°19'36" E a distance of 59.37'; thence N 66°25'29" E a distance of 53.68'; thence N 52°55'25" E a distance of 53.11'; thence N 41°44'35" E a distance of 47.78'; thence N 14°36'00" E a distance of 66.04'; thence N 24°26'28" W a distance of 54.96'; thence S 08°36'54" W a distance of 4.88'; thence N 57°17'36" W a distance of 51.63'; thence N 27°46'47" W a distance of 36.42'; thence N 79°16'04" E a distance of 53.02'; thence S 64°32'22" E a distance of 80.81'; thence S 22°30'47" E a distance of 35.19'; thence S 39°22'13" E a distance of 77.11'; thence S 28°11'47" E a distance of 109.30'; thence S 41°59'41" E a distance of 71.58'; thence S 46°50'59" E a distance of 140.16'; thence N 64°31'29" E a distance of 40.24'; thence N 62°04'56" E a distance of 80.96'; thence N 58°38'28" E a distance of 120.91'; thence N 55°54'26" E a distance of 120.44'; thence in a northeasterly direction along the arc of a curve to the right having a radius of 277' a distance of 160.82'; thence N 89°10'16" E a distance of 39.53' to a point at the back.

Exhibit "4"

IMPROVEMENTS

Main Parking Lot and Entry Area

At the eastern site entrance from Lakeshore Drive, the plan is to protect mature, healthy Live Oak trees while clearing other areas, including the old tennis court area, to accommodate as many cars as possible, estimated to be approximately 179. The vehicular entry is planned where the existing fence and gate are located. The existing roadway will be improved and expanded westward. An emergency access road, not for public use, will connect to the parking lot road and extend westward across the property. Pedestrian walkways will connect the parking lot to the beach entrance plaza.

Non-Motorized Area

The easternmost area of the lake along the beach property is an alcove defined by the eastern shore and the existing east jetty. The area is designated for non-motorized craft, including kayaks, pirogues, and wind-sail boards.

East Jetty

The top of the jetty will be leveled and resurfaced with a walkable path for pedestrian access with a fire pit at the northern end for visitors to use and enjoy the surrounding scenery.

North/South Groyne

The north/south groyne, also known as a jetty, will be reinforced where needed and potentially increased in height with rocks to cover the existing deteriorated sheet piles. The top of the groyne will be flat and resurfaced to form a walkable path, with a fire pit located at the northern end.

Swimming Area

The longest lakefront area along the beach, bound on the east by the north/south groyne and on the west by the existing damaged pier, will be designated exclusively for swimming. Badly deteriorated sheet pile groynes in the area will be made safe by covering them with limestone. Removal of the sheet piles might be possible, but their position is detaining sand and minimizing loss due to wave action. The swimming beach will be nourished with sand, as will the other sections of the beach. Preliminary estimates indicate that an additional 30,000 to 50,000 tons of sand may be needed. Bringing extra sand to the beach will require barges to distribute nourishing sand to the three beach areas. As part of this effort, the 17,000 tons of special fracking sand, purchased and piled on the beach in 2016, will be distributed by bulldozer on top of the base sand. An offshore wave abatement breakwater in the swimming area and parallel to the beach will potentially be needed. Repurposed concrete from demolition of the damaged pier could be utilized in building this breakwater.

Pier

The pier is badly deteriorated, likely caused by lack of maintenance and hurricane damage. The pier may be reinforced with limestone, and partially or fully reconstructed. Renovating or rebuilding the pier is the most expensive component of the Beach project. Engineering analysis will identify what is needed to stabilize and make this feature safe and ways to accomplish it.

Motorized Area

The westernmost beachfront alcove is bound by the pier on the east and the west jetty on the west. The beach will be nourished with sand, as discussed in the Swimming Area section.

West Jetty

The top of the jetty will be leveled and resurfaced to form a walkable path, with a fire pit located at the northern end.

Employee Parking

The small existing paved area accessible from Lakeshore Drive on the western end of the property is designated as parking for employees only. It will be extended toward the southeast to accommodate additional parking for a total of 37 spaces. The extension will be constructed with a pervious surface, such as limestone, to minimize adverse impacts on the existing oak trees.

Oak Grove Park Area

The existing grove of mature live oaks just south of the wetland and east of employee parking is already a perfect spot for a quiet respite. The trees provide ample shade for avoiding the sun while relaxing. In addition, the area's ground plane will be smoothed out and planted with turf grasses. The grove area also has the potential for interpretive educational exhibits as an extension of the wetland area.

East/West Emergency Road and Main Pedestrian Promenade An existing unimproved roadway runs east/west and connects to the eastern vehicular beach entrance. It will be enhanced with a crushed limestone surface for use by emergency and maintenance vehicles and food trucks. A pedestrian promenade walkway is proposed parallel to the roadway to provide access across the length of the beach. The walkway will be surfaced to accommodate disabled visitors, including at least one ramp from the walkway to the beach area in the swimming section of the lakefront. Features along the promenade are planned to include small gathering spaces, restrooms, seating, trash cans, Pontchartrain Beach plaza, sculptures, kiosks for equipment rental, an open play area, and coastal vegetation that will protect the levee

Volleyball Area

Near the floodwall east of the jetty and pier is the site for as many as five volleyball courts. Designed and constructed to professional volleyball standards, the courts could host small tournaments, and beach visitors would watch from the sloped, grassed area along the levee wall.

Utility Infrastructure

In addition to enhancing the roadway and implementing the pedestrian promenade, infrastructure investments will include waterside improvements to improve safety and electrical service, which may be provided using solar power. Connections to the S&WB main line would likely provide water service. PBF does not intend to construct any permanent buildings and, as such, will provide restrooms in semi-permanent, mobile trailers, such as those seen on film sets. The restrooms will be evacuated to floodwall-protected locations when tropical storms are approaching the city and during the off-season when the beach is closed to the public. Food trucks will provide their own generators. The only permanent, in-ground structures will be flag poles, sculptures, signage, and security lighting.

Notwithstanding anything to the contrary in this Lease, the proposed improvements to Pontchartrain Beach as described above will only be implemented to the extent that PBF receives adequate donations and is awarded adequate federal, state, and/or municipal grants. Until adequate funding is available, the improvements will be phased out and/or scaled back in scope accordingly.

Exhibit "5"

Utility Exception

Exhibit "6"

Lessee Insurance

Lessee shall have in place and maintain, at its sole cost and expense, the following insurance coverages from insurers reasonably acceptable to the Lessor throughout the term of the Lease. Lessee's insurance coverages shall not be "claims made" policies. Lessee shall have the carriers of the policies make the Lakefront Management Authority and Orleans Levee District loss payees, with a waiver of subrogation, a thirty-day notice of cancellation, and listed as additional insureds.

Said coverage requirements may be updated periodically as permitted under the Lease, and in such event this Exhibit may at the Lessor's reasonable discretion be amended or replaced as necessary to reflect updated and current coverage requirements. This Exhibit is current as of: March 2023.

- A. So-called "All Risk" Form Property Insurance, including Named Storm Coverage, with replacement cost coverage with respect to all applicable Lessee improvements located on the Leased Premises naming the Lakefront Management Authority and Orleans Levee District as loss payees. Lessee shall not be required to carry the foregoing coverage at any time when the Builder's Risk Insurance required pursuant to Section I of this Exhibit 6 is in effect.
- B. Flood insurance in the maximum amount available under the National Flood Insurance Program with respect to all applicable improvements located on the Leased Premises that are eligible for coverage under the National Flood Insurance Program naming the Lakefront Management Authority and Orleans Levee District as loss payees.
- C. Marine General Liability or Commercial General Liability with no waterborne exclusions with a coverage limit of FIVE MILLION DOLLARS (\$5,000,000.00) each occurrence for all damages because of Bodily Injury, Death, and/or Property Damage. Lakefront Management Authority and Orleans Levee District shall be named as additional insureds and there shall be a waiver of subrogation in favor of the Lakefront Management Authority and the Orleans Levee District. Lessee may meet this coverage requirement with a combination of primary and excess or umbrella coverage in amounts to be determined by Lessee in its sole discretion.
- D. Business Automobile Liability coverage for any owned, hired, and non-owned vehicles with a limit of ONE MILLION DOLLARS (\$1,000,000.00) for all damages because of Bodily Injury, Death, and/or Property Damage.
- E. If Lessee, its tenants, or its contractors will own or operate any watercraft as part of this Lease, Lessee shall carry and/or shall ensure any applicable tenants and contractors carry Protection & Indemnity (or equivalent) insurance covering third-party bodily injury or property damage caused by watercraft with a limit of ONE MILLION DOLLARS (\$1,000,000.00).
- F. Workers' Compensation Insurance in compliance with the State of Louisiana statutory requirements and Employer's Liability Coverage with a limit of ONE MILLION DOLLARS (\$1,000,000.00) per injury, occurrence, and/or occupational disease. There shall be a waiver of subrogation in favor of the Lakefront Management Authority and Orleans Levee District. If work by employees will be performed or take place on or over a navigable waterway,

Lessee shall be insured under and/or will ensure any applicable contractor for subcontractor employees are insured under United States Longshore & Harbor (USL&H) coverage.

- G. So-called "All Risk" Form Property Insurance for the value of the Lessee's contents and personal / movable property located on the Leased Premises, if any.
- H. Builder's Risk Insurance carried by Lessee or Lessee's contractor(s) in amounts sufficient to cover 100% of the completed value of the project shall be in effect prior to the commencement of each construction or renovation project and shall name the Orleans Levee District and the Lakefront Management Authority as loss payees.
- I. Lessee shall carry and/or ensure any contractors providing security services carry Errors & Omissions (or equivalent) insurance appropriate to the contractor's profession providing coverage against claims arising out of the performance of security services, with a limit of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence.

Exhibit “7”

General Requirements for Operators / Vendors

1. General Liability Policy with a minimum limit of \$1,000,000 naming Lessee and Lakefront Management Authority and Orleans Levee District as additional insured parties.
2. Liquor Liability Policy, if serving alcohol, with a minimum limit of \$1,000,000 naming Lessee and Lakefront Management Authority and Orleans Levee District as additional insured parties.
3. Hired & Non-Owned Auto policy with a minimum of \$1,000,000 naming Lessee and Lakefront Management Authority and Orleans Levee District as additional insured parties.
4. Workers Compensation Insurance in statutory limits.
5. Rental/Replacement Insurance Policy for Operators/Vendors’ Furniture, Fixture, Equipment, and Inventory.
6. City of New Orleans Sales Tax ID number. (Department of Revenue room 1W15 in City Hall (504) 658-1674 or revenue@nola.gov).
7. City of New Orleans General Business Permit, or Occupancy Permit, as necessary. (One Stop Shop on the 7th floor of City Hall).
8. City of New Orleans Alcohol Permit, as necessary. (Bureau of Revenue room 1W15 in City Hall).
9. ServSafe Certificate(s) for Food Safety and or Alcohol Server Responsible Vendor. (Louisiana Restaurant Association offers classes physically or online at www.LRA.org).
10. Louisiana State Health Department for Health Permit, as necessary. (1450 Poydras St. Suite 1204, (504)568-7970).
11. Louisiana Department of Revenue and Taxation, as necessary. (1450 Poydras St. Suite 800, (505) 568-5228).
12. Louisiana State Department of Alcohol Tobacco Control for Alcohol Beverage Permit, as necessary. (New Orleans Office, 1450 Poydras St. Suite 850, (504) 568-7028).
13. Louisiana Restaurant Association Workmen’s Compensation Insurance or policy with similar agency.

All Vendors shall be subject to and shall comply with all of the rules, regulations or permits for the City of New Orleans and State of Louisiana, including complying with all regulations applicable to temporary food establishments, live music, special events, fairs, markets, festivals, promotions, porch concerts, and pop-ups. The Vendor is responsible for having knowledge of and following all such rules and regulations.