LOUISIANA STATE MUSEUM

Request for Applications to Lease Commercial Space
Lower Pontalba Building

Available Commercial Space: 547 St. Ann Street, New Orleans, LA 70116 (2970 sq. ft.)
Application Period Opens September 2, 2026
LSM must receive Applications by Friday, September 30, 2026

The Board of Directors of the Louisiana State Museum and Louisiana Office of the State Museum (collectively, LSM) issue this Request for Applications to Lease approximately 2970 square feet of prime commercial retail space at 547 St. Ann Street, New Orleans, LA 70116, located on the ground floor of the Lower Pontalba Building (See Exhibit A, Floor Plan).

I. BACKGROUND

The Lower Pontalba Building, an historic structure within the Louisiana State Museum system, was placed in public trust when it was bequeathed by New Orleans philanthropist William R. Irby to the state. The Louisiana legislature placed the Lower Pontalba Building under the administration of the Louisiana Office of the State Museum (OSM) and designated the Board of Directors of the Louisiana State Museum (Board) to serve as trustees for the William Irby Trust.

The Lower Pontalba Building includes residential and commercial lease space. La. R.S. 25:349 provides the statutory process and parameters for the LSM's management of the commercial lease program.

The Board is authorized to lease commercial space in the Lower Pontalba Building without advertising for or receiving public bids, provided the Board has established a comprehensive usage plan and lease program (See Exhibit B, Plan). The established Plan meets all statutory requirements:

- The Plan was adopted in accordance with the procedure set forth in the law,
- The Plan is compatible with the historic nature of the museum properties, and
- The Plan establishes criteria for the acceptance or rejection of lease applications (See Exhibit C, Criteria).

The Criteria include the statutory requirement that, in making its decisions whether to approve, defer, or reject an application from a prospective tenant, the Board shall determine:

- The financial qualifications of the applicants;

- The compatibility of the proposed lease with the historic integrity, structure, and safety of the property;
- The relationship of the proposed commercial lease with other commercial leases on the property; and
- The impact of the proposed lease on the historic character of the neighborhood.

Through the adoption of the Plan, the Criteria, the standard lease agreement (See Exhibit D, Standard Lease), the minimum rents, the standard terms, and other general and specific policies, requirements, and procedures, the LSM has created and continues to oversee a commercial lease program for the Lower Pontalba Building in accordance with Mr. Irby's wishes that the Lower Pontalba be managed, maintained, and preserved as a "public landmark and memorial of the early days of New Orleans" and that "the revenue derived therefrom shall be used for the upkeep and maintenance of the property and for the general purpose of the Louisiana State Museum."

II. REQUIREMENTS AND CRITERIA

A. Products and Services

Per the Board-approved Criteria, the LSM desires that each commercial tenant's products or services be unique, preferably with a local, New Orleans, or Louisiana flavor. Merchandise must be of high quality and must be approved by the LSM. Handicrafts of original design and professional workmanship will be given preference. Tenants' products and services must be compatible with the historic integrity, and safety of the property. A tenant's business must not have a negative impact on the historic nature of the area where the property is located or other commercial leases in the building. No space will be leased to a person that owns, operates, or controls any other retail establishment within one mile of the Lower Pontalba Building, except upon written request from the prospective Tenant and Board approval.

B. Marketing

Per the Board-approved Criteria, commercial tenants must be able to aggressively and imaginatively advertise and promote their products or services. *If a Lower Pontalba Building merchants association exists during the Lease Term*, Tenants will be required to become members of the association. The association, which may assess dues for advertising, publicity and other common purposes.

C. Sufficient Financial Resources

Per the Board-approved Criteria, each applicant must demonstrate it has sufficient financial resources to pay for the interior and exterior renovations of the commercial space it proposes to occupy and to carry on its proposed business, including payment of rent, maintaining adequate stocks of merchandise (retailers), and recruitment and

retention of its employees. ***A current, independently certified financial statement and/or audit is the minimum documentation an applicant must submit to evidence the applicant has sufficient financial resources.***

Tenants are required to provide an independent audit or certified financial statement of the business annually on the anniversary date or the lease.

D. Building Use and Improvements

Per the Board-approved Plan, applicants must demonstrate that the design of their proposed improvements will be in keeping with the historic nature of the building. As stated in the Criteria, a minimum of 70% of the store area must be reserved for sales purposes. Tenants' plans must be approved by the LSM. Per the standard Lease, Tenants are responsible for ensuring the space and all improvements comply with all applicable local, state, and federal requirements, including but not limited to the Americans with Disabilities Act.

E. Conflicts and Compliance

There are standard requirements applicable to any person or entity that wishes to enter into a contract of any sort with the State of Louisiana. Those requirements extend to lease agreements for the commercial space in the Lower Pontalba Building. Requirements include, but are not limited to:

1. Business filings. Business entities must be in good standing with the Louisiana Secretary of State. Entities are in good standing if they have filed their corporate documents and annual reports. A disclosure of ownership form is required of all entities that contract with the state. Entities that are incorporated out of state must also file a certificate of authority to transact business with the state.
2. Taxes. A prospective tenant must be current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue.
3. Insurance and Indemnification. As a condition of occupancy, all Tenants must agree to the terms of indemnification and to obtain and maintain insurance of the types and in the amounts set forth in the Louisiana Office of Risk Management's *Procedures Manual for Insurance Language in Contracts and Indemnification Agreements*.
4. Ethics. The Board shall not accept an application from, nor approve any lease agreement that would result in a violation of the Code of Governmental Ethics or any other applicable law. Per the Criteria, the LSM shall not consider an application submitted from any member of the Board of Directors of the Louisiana State Museum, from a board member's immediate family, or from any person or business

of which a board member is an officer, director, trustee, partner, or employer or in which the board member has a personal substantial economic interest.

III. APPLICATION GUIDELINES

A. Applicants should submit:

- One (1) hard copy of the completed Application Packet
- One (1) electronic copy of the completed Application Packet (on a flash drive)
- One (1) electronic copy of the completed Application Packet with all confidential information redacted (on a flash drive). The redacted copy of the Application Packet will be the copy produced in the event of a public records request. Louisiana Public Records Law determines what information may be considered confidential. An application marked confidential in its entirety will not be reviewed.

B. Do not email your Application Packet. Please mail or hand deliver the Application Packet to:

Louisiana State Museum
Attn: Rebecca Mackie
751 Chartres Street
New Orleans, LA 70116

C. The Application Packet includes:

1. **Part 1 – General Information and Executive Summary**
2. **Part 2 – Letter of Intent** with proposed monthly minimum base rent
3. **Part 3 – Requirements and Criteria**
4. **Additional documentation** that supports your application, e.g., images of the proposed merchandise, plans for improvements to the leased space, business plan, testimonials and endorsements, marketing plan (e.g., marketing material, website, social media strategies, logos, etc.), the certified financial statement, other documentation that evidences the Applicant's financial resources and stability, documentation of the Applicant's good standing with the Louisiana Secretary of State, etc.

D. The deadline for the LSM to receive applications is **Friday, September 30, 2026**.

E. All questions and notices must be submitted *in writing* to

Rosy Wilson
McEnery Company
rosy@mceneryco.com

Questions must be submitted at least two weeks before the application deadline. Responses will be posted at least one week before the application deadline.

IV. PROCEDURE

A. Standard Procedure. The LSM may negotiate and execute leases without advertising for and receiving public bids. However, the LSM has adopted the following standard practice of advertising the availability of commercial lease space and inviting applicants to submit their proposed minimum base rents (plus additional information consistent with the Criteria, Plan, and La. R.S. 25:249) in order to attract potential tenants whose businesses will fulfill the objectives of the Commercial Plan of Use.

In the absence of a specific directive to the contrary, the standard LSM procedure is as follows:

1. The OSM staff and/or property management company notifies the Irby Committee and the LSM Board that a commercial space is anticipated to become available (e.g., through termination or expiration of an existing lease agreement) and its intent to proceed with the development of an advertisement/Notice and other necessary support documents and information that will be used to promote the availability of the space and invite applicants to submit applications (e.g., the Commercial Lease Application Packet).
2. The OSM staff and/or property management company advertises the availability of the space and provides instructions on how, where, and when to obtain and submit a Commercial Lease Application Packet. At a minimum, the Notice will be advertised through the property manager's recommended platforms, and on the LSM's website.
3. The OSM staff updates the Standard Lease Agreement with the specific information relative to commercial lease space (e.g., address, square footage, term, etc.).
    a. The standard term of a lease for a retail tenant is two or five years, with two options to renew for additional two or five year extensions. The standard term of a lease with a restaurant tenant is five years, with two options to renew for additional five-year extensions.
    b. The monthly minimum base rent for a commercial tenant under a new lease will be based upon market rates, preferrable an increase of 3% over the previous monthly minimum base rent in the same space. The standard percentage rent is 8% of the tenant's monthly gross sales. The common area expenses (as defined in the lease) will be allocated based on a ratio of the space leased to the total rentable space in the building.
4. The OSM staff and property management company will review applications for substantial compliance prior to presenting applications to the LSM Board. OSM staff and/or the property management company *may* request that applicants provide missing documents and/or provide clarification of information as needed

and *may* waive minor administrative informalities.

5. The LSM Board will review applications in accordance with the Criteria. Applicants determined to be reasonably susceptible of being approved for a lease may be invited to make a presentation to the LSM Board or one of its committees.
6. The final determination to approve an applicant must be made at a properly noticed and held meeting of the LSM Board.

B. Amendments to the Standard Procedure. The LSM may deviate from the standard procedure as the facts and circumstances related to any particular lease may require, subject to approval by the Board. If the LSM adjusts the procedure or the application requirements during the pendency of a solicitation for applications (e.g., the extension of a deadline to submit applications), the LSM will post such updates on the LSM website.

C. No Obligation to Lease. Neither the LSM's posting of a Notice, its receipt and review of applications, nor its approval of an application obligate the LSM to enter into a lease. The LSM may withdraw its Notice at any time. The LSM may reject any application that does not fulfill the LSM's objectives or the criteria and requirements. If an approved applicant and the LSM cannot reach an agreement on the terms of the Lease within 30 days, the LSM may commence negotiations with another applicant.

Commercial Lease Application

Part 1 – General Information and Executive Summary

Applicants may use this form or a replica. Please ensure all information is included.

The undersigned submits this application to lease commercial space in the Lower Pontalba Building.

NAME OF BUSINESS:_____

APPLICANT'S NAME (if different): _____
Please provide the legal and any other name under which the applicant conducts business.

FORM OF BUSINESS (e.g., corporation, sole proprietorship, LLC): _____

ADDRESS: _____

TELEPHONE NUMBER(S): _____ EMAIL: _____

NUMBER OF YEARS IN BUSINESS: _____

KIND OF BUSINESS: _____

NAME and TITLE OF THE PERSON AUTHORIZED TO SUBMIT THIS APPLICATION FOR THE APPLICANT:

_____

ADDRESS:_____

TELEPHONE NUMBER: _____ EMAIL: _____

ATTACH A LIST OF OTHER OWNERS/PRINCIPALS SHOWING % OF OWNERSHIP. IF A CORPORATION, ATTACH LIST OF OWNERS OF 10% OR MORE.

ANTICIPATED GROSS SALES PER YEAR: $_____

SPACE REQUIRED: _____ LEASE TERM DESIRED: _____

SUMMARIZE WHY YOUR BUSINESS WILL BE AN ASSET TO THE LOWER PONTALBA AND THE NEIGHBORHOOD:

_____

_____

OTHER LOCATION(S) UNDER SAME OWNERSHIP: (Give name and location.)

_____

_____

SUMMARIZE PROPOSED DESIGN AND USE OF SPACE:

_____

_____

___ I HAVE READ the Comprehensive Plan of Usage, the Lease, and the Criteria for Applicants.

___ I CERTIFY that I am authorized to submit this application on behalf of the Applicant, the business will qualify in all respects, and I agree with all provisions of these documents.

___ I HAVE ENCLOSED a current independently certified financial statement.

Sign: _____

Print Name: _____

Date: _____

Commercial Lease Application

Part 2 – Letter of Intent

Applicants may use this form or a replica. Please ensure all information is included.

Board of Directors
c/o Director of the Louisiana State Museum
Louisiana State Museum
751 Chartres Street
New Orleans, LA 70116

On behalf of the Applicant, _____, I hereby agree to lease the commercial space in the Lower Pontalba Building located at 547 St Ann Street. New Orleans, LA 70116. The space will be used for the following purpose and no other:

(Insert description of the proposed "Permitted Use" and proposed business hours/days. See Exhibit D – Standard Commercial Lease Agreement Template.)

I understand and agree that the space contains approximately 2970 square feet and that the rent payable includes a minimum monthly base rent, plus an overage of 8% of gross sales, a Common Area Maintenance charge, and other fees and charges as outlined in the Lease Agreement, a copy of which I have read and understand.

The Applicant proposes a minimum monthly base rent of $_____.

I have reviewed the comprehensive usage plan and lease program, the criteria for applicants, the floor plan, La. R.S. 25:349, the LSM commercial lease application packet, the Lease Agreement, and applicable laws, ordinances, and zoning and occupancy requirements. The Applicant agrees to operate under and be bound by all of these provisions.

I certify that neither I nor any person who serves as an officer, director, employee, or owner is a public official or member of the LSM Board of Directors or an immediate family member of the LSM Board of Directors.

I understand and agree that any agreement is subject to the execution and approval of a Lease Agreement.

Sign: _____

Print Name: _____

Date: _____

Commercial Lease Application

Part 3 – Requirements and Criteria

Applicants may use this form or a replica. Please ensure all information is included.

A. Products and Services. LSM desires that each commercial tenant's products or services be unique, preferably with a local, New Orleans, or Louisiana flavor. Merchandise must be of high quality and must be approved by the LSM. Handicrafts of original design and professional workmanship will be given preference. Tenants' products and services must be compatible with the historic integrity, and safety of the property. A tenant's business must not have a negative impact on the historic nature of the area where the property is located or other commercial leases in the building.

Please describe the products and/or services the Applicant proposes to offer through its business. Explain how they are compatible with the LSM's criteria, requirements, and objectives. *Attach additional sheets (including photographs) as needed.*

B. Marketing. Tenants must be able to aggressively and imaginatively advertise and promote their products or services. *If an association of Lower Pontalba Building merchants exists during the Lease Term*, the tenant will be required to become a member of the association, which assesses dues and for advertising, publicity and other common purposes.

Please describe the Applicant's experience and plans for marketing its business. Explain how the plans are compatible with the LSM's criteria, requirements, and objectives. *Attach additional sheets as needed.*

C. Sufficient Financial Resources. Each applicant must demonstrate it has sufficient financial resources to pay for the interior and exterior renovations of the commercial space it proposes to occupy and to carry on its proposed business, including payment of rent, maintaining adequate stocks of merchandise (retailers), and recruitment and retention of its employees. A current, independently certified financial statement and/or audit is the minimum an applicant must submit to evidence the applicant has sufficient financial resources. Tenants are required to provide an independent audit or certified financial statement of the business annually on the anniversary date or the lease.

Please describe and document the Applicant's financial resources and ability to undertake its proposed improvements and carry on its business. *Attach additional sheets as needed.*

Mark the boxes to certify the following:

☐ The Applicant has included with this application a current, independently certified financial statement and/or audit.

☐ The Applicant agrees to provide an independent audit or certified financial statement of the business annually on the anniversary date of the lease.

D. Building Use and Improvements. Applicants must demonstrate that the design of their proposed improvements will be in keeping with the historic nature of the building. A minimum of 70% the store area must be reserved for sales purposes. Tenants' plans must be approved by the LSM. Tenants are responsible for ensuring the space and all improvements comply with all applicable local, state, and federal requirements, including but not limited to the Americans with Disabilities Act.

Please describe the Applicant's proposed improvements and layout. Explain and/or document how its use of the Lower Pontalba Building is consistent with the LSM's objectives, criteria, and requirements. *Attach additional sheets (including renderings, photographs, etc.) as needed.*

Mark the boxes to certify the following:

☐ The Applicant understands and agrees that all improvements are subject to LSM approval.

☐ The Applicant understands and agrees to be responsible for ensuring the use of the building is consistent with all applicable laws, rules, and ordinances.

E. Conflicts and Compliance. Mark the boxes to certify the following information. Attach additional sheets to explain any variation.

☐ The Applicant is a business entity in good standing with the Louisiana Secretary of State, has filed all documentation necessary to enter into a business transaction with the State of Louisiana, and has included copies of such documentation with the application.

☐ The Applicant is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue.

☐ The Applicant agrees to the terms of indemnification and agrees to obtain and maintain insurance of the types and in the amounts set forth in the Louisiana Office of Risk Management's *Procedures Manual for Insurance Language in Contracts and Indemnification Agreements*.

☐ The Applicant understands and agrees that it will comply with all provisions of the Louisiana Code of Governmental Ethics and other applicable laws in the occupancy of the leased space and the conduct of its business.

☐ The Applicant understands and agrees to the standard Lease Agreement terms and conditions, as attached hereto.

EXHIBIT A – FLOOR PLAN

EXHIBIT B - COMPREHENSIVE USAGE PLAN AND LEASE PROGRAM

EXHIBIT C – CRITERIA FOR APPLICANTS

EXHIBIT D – STANDARD LEASE AGREEMENT

EXHIBIT A – FLOOR PLAN

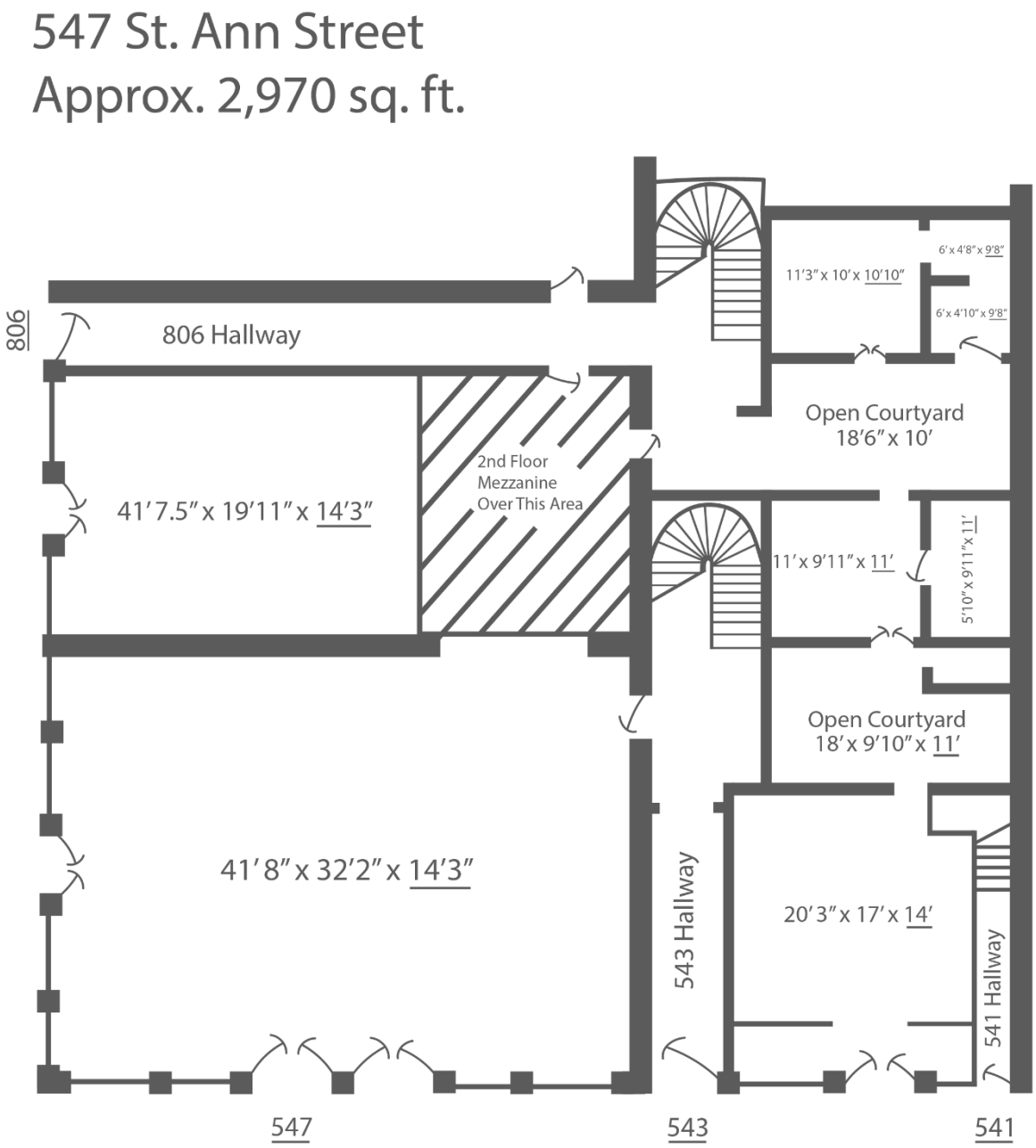

EXHIBIT B - COMPREHENSIVE USAGE PLAN AND LEASE PROGRAM

LOUISIANA STATE MUSEUM
BOARD OF DIRECTORS

COMPREHENSIVE PLAN OF USAGE
FOR THE COMMERCIAL TENANTS OF THE
LOWER PONTABLA BUILDING
AND
ALL OTHER MUSEUM BUILDINGS

This plan is governed by the following objectives:

1. Ensure that all relevant property is maintained and kept as an historical landmark.

2. Ensure that the property is managed in a businesslike manner utilizing recognized real estate management techniques.

3. Create maximum rental income.

4. Improve the physical condition of the property in the most cost-effective manner as determined by the Board.

5. Ensure that the long-range future of the property will be guaranteed as a sound real estate investment.

6. Obtain a tenancy for the property that will be a credit to it and help enhance the interest in the Lower Pontalba Building and all other buildings of the Louisiana State Museum complex and its "tout ensemble".

7. Lease rates will be developed and updated based on market variables, square footage, and the condition of each unique unit.

The plan is based on the following limiting conditions:

1. The Board is desirous of improving the quality and income of each relevant Museum facility.

2. The Board will establish architectural, electrical, and mechanical standards for improvements to be made by the tenants.

3. Suitability of occupancy for commercial operations shall be determined by the Board of Directors of the Louisiana State Museum in accordance with the historical nature of the property and in conformity with all applicable laws and codes to which the state is subject.

4. Consideration must be given to the needs of the local and general public as well as visitors.

5. Consideration must be given to the effect of the occupancy on the "tout ensemble" of the area.

6. La. R.S. 25:349 establishes procedures for leasing commercial space in Museum-controlled buildings.

The plan is as follows:

1. Available commercial space on the ground floor of the Lower Pontalba Building and in other Museum buildings may be leased to commercial tenants. Exterior space in the courtyard may also be available (not in all units).

2. The tenant's business may consist of food, non-food, and other types of commercial businesses.

3. Rent will consist of a base rent plus additional rent to be based on a percentage of gross sales, or as determined by the Board. Actual rents will be determined according to location in the building, type of business, and extent of tenant improvements.

4. In some buildings, a common area charge will be assessed, based on the actual cost of maintaining common areas, calculated on an annual basis and billed monthly.

5. Initial lease term will be negotiable, with options for additional terms, negotiable.

6. No space will be leased to an individual or company that owns, operates, or controls any other retail establishment within one (1) mile of the Lower Pontalba Building or other specified building, except that after receipt of written request from the prospective Tenant, the Board of Directors of the Louisiana State Museum may, by majority vote, grant an exception to such rule.

7. Applicants for space will be expected to demonstrate that the design of their improvements will be in keeping with the historic nature of the buildings. They must agree that the improvements will be done in accordance with plans submitted to and approved by the Museum Board.

8. Applicants must demonstrate to the Museum Board that their product or service is compatible with the historic integrity, structure and safety of the property and that the business will not have a negative impact on the historic nature of the neighborhood in which the property is located.

9. Tenants will be required to sign Letters of Intent for Improvements and Leases.

10. The Criteria for Applicants, copy of which is attached, shall govern the eligibility of applicants for consideration for space in the building.

11. Successful tenant will be required to submit a compilation prepared by a certified public accountant, copy of income tax return submitted to the I.R.S or any other such financial document as requested by the Louisiana State Museum Board of Directors of the business for each one-year period following the signing of the lease.

12. Additional lease options may be granted, considering the following non-exclusive factors: past property improvements that added to the value of the property/leasehold, anticipated future property improvements that add to the value of the property/leasehold (not merely aesthetic), past percentage rent history and the tenant's overall history. The Board recognizes that stable tenants who maintain and improve their leaseholds and the property are desirable and should be encouraged.

EXHIBIT C – CRITERIA FOR APPLICANTS

LOWER PONTALBA BUILDING
CRITERIA FOR COMMERCIAL LEASE APPLICANTS

1. Applicants must demonstrate to the Museum Board that they have sufficient financial resources to pay for interior and exterior renovation of the space they propose to occupy and to carry on the business in an efficient manner, including payment of rents, adequate stocks of merchandise and adequate staff. Applicants will be required to provide financial statements satisfactory to the Museum Board, which will be a minimum of a current independently certified financial statement and/or audit.

2. Applicants must show the ability to merchandise aggressively and imaginatively their products or services, including necessary advertising and promotion.

3. The Museum Board desires that products or services be unique, preferably with a local, New Orleans or Louisiana flavor.

4. Merchandise must be of high quality. No t-shirts or articles of like quality will be permitted. Handicrafts of original design and professional workmanship will be given preference.

5. Applicants must agree that only merchandise which has been approved by the Museum Board will be offered for sale.

6. A minimum of 70% of the store area will be reserved for sales purposes.

7. Tenants will be required to become members of a merchant's association which will assess dues for advertising, publicity and other common purposes (optional in some buildings).

8. No applications may be received from any member of the Museum Board or from the spouse or child of a Board member or from any person or business of which a Board member is an officer, director, trustee, partner or employer of or which he or she has a substantial personal interest.

9. Applicants must demonstrate to the Museum Board that their product or service is compatible with the historic integrity, structure and safety of the property and that the business will not have a negative impact on the historic nature of the neighborhood in which the property is located.

10. The State Museum Board is final arbiter of all criteria.

11. Tenants will be required to provide an independent audit or certified financial statement of the business annually on the anniversary date of the lease.

EXHIBIT D – STANDARD COMMERCIAL LEASE AGREEMENT TEMPLATE

(SEE NEXT PAGE FOR EXHIBIT D)

LEASE AGREEMENT

BETWEEN
THE STATE OF LOUISIANA, THROUGH THE BOARD OF DIRECTORS OF THE LOUISIANA STATE MUSEUM AND THE OFFICE OF THE STATE MUSEUM

AND

{Insert Tenant Name}

The State of Louisiana, through the Board of Directors of the Louisiana State Museum and the Office of the State Museum (hereinafter referred to as "Landlord") hereby leases to tenant[1] (hereinafter referred to as "Tenant"), the following described property: a commercial space located at {insert physical address} in the Lower Pontalba Building (the "Building") consisting of approximately {insert sf} square feet **(hereinafter referred to as "Leased Premises").**

1. Defined Terms. The following terms shall, for the purpose of this Lease, have the meanings specified, and the following definitions shall be equally applicable to both the singular and plural forms of any of the said terms:

(a) Initial Term, Lease Term and Renewal Period. The term "Initial Term" means five years and no months from the Commencement Date. The term "Lease Term" means, collectively, the Initial Term, as the same may extended by any Renewal Period in accordance with the terms hereof. Tenant is hereby granted the option to renew the Lease for two (2), five (5) year periods immediately following the Initial Term (each, a "Renewal Period"). Tenant shall give prior written notice to Landlord at least one hundred and fifty (150) days prior to the expiration of the Initial Term or first (1st) Renewal Period, as applicable. Tenant shall have no right to exercise a Renewal Term option if (i) Tenant is not open for business in the Leased Premises, or (ii) an event of default has occurred. The decision to grant a Renewal Period at the request of the Tenant shall be at the sole discretion of the Landlord and under no circumstances shall this Lease be interpreted to compel Landlord to grant any Renewal Period of this Lease.

(b) Commencement Date of Lease. The term "Commencement Date of Lease" means (insert date keys are given to tenant}.

(c) Lease Year. The term "Lease Year" means the twelve (12) month period commencing on the Commencement
Date of Lease and each anniversary thereof, and ending one (1) day prior to the anniversary of such date. The Commencement Date of Lease shall be the first

[1]

day of a calendar month.

(d) Permitted Use. The term "Permitted Use" means the use and operation of

{Insert permitted use description}

(e) Gross Sales. The term "Gross Sales" means the entire amount of the selling price of all merchandise, goods, property, and services sold in or from the Leased Premises by Tenant, its licensees, and concessionaires, whether for cash or for credit, and of all orders filled at or secured or received in the Leased Premises by telephone, video, or other electronic, mechanical or automated means, by mail, house-to-house or other canvassing, by personnel operating from, reporting to, or under the supervision of any employee, agent, or representative located at or operating out of the Leased Premises, whether or not filled elsewhere, and the gross amounts received from any other activities conducted by or under the authority of Tenant upon the Leased Premises. No deductions shall be allowed for uncollected or uncollectible credit accounts.

It is expressly acknowledged by both parties to this Lease that all Percentage Rent (as hereafter defined) provisions apply with full force and effect to any mail order revenues, catalog business revenues, web-site revenues, electronic commerce or e-commerce revenues, Internet or email orders, or any other form of revenue which advertises, references, depicts, or emanates from the Tenant's business or Leased Premises, or which advertises, references or depicts generally Tenant's business, or corporate name, Internet domain name, Pontalba name, or other name under which the Tenant does business from the Leased Premises.

Gross Sales shall not include the following:

(1) The net amount of any refund made or credit allowed upon any sale in or from the Leased Premises where the merchandise sold, or some part thereof, is thereafter returned by the purchaser to and accepted by Tenant (not exceeding in amount the selling price of the item in question.)

(2) Exchanges or transfers of merchandise between stores of Tenant where such exchanges are made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale which has been made at, in, upon, or from the Leased Premises, or having the effect of depriving Landlord of the benefit of a sale which would otherwise have been made in, at, upon or from the Leased Premises;

(3) Returns to suppliers or manufacturers;

(4) The amount of any city, parish, state or federal sales, use, luxury or excise tax on such sales which is both added to the selling price (or absorbed therein) and paid to the taxing authorities by Tenant (but not by any vendor or vendee of Tenant);

(f) Monthly Minimum Rent. The Monthly Minimum Rent initially means the sum of **$X,XXX.00** per month, subject to the adjustments which apply, as hereinafter provided. At the end of the first year of this Lease and every twelve (12) months thereafter during the Lease Term, the monthly minimum rent shall be adjusted for the increase in the Consumer Price Index for all Urban Consumers (CPI-U) (1982-84 = 100) for the Southern Region published by the U. S. Department of Labor since the original signing as follows:

Latest CPI available at the time of recalculation divided by the CPI for the Month and Year of the Commencement Date of Lease times the original Lease amount.

However, in no event shall the Monthly Minimum Rent during the Lease Term be less than that charged herein for the Initial Term or any Renewal Period during the Lease Term, whichever is higher. For the purpose of this Lease, Landlord and Tenant agree that the CPI for the Southern Region for the Month and Year of the Commencement Date of the Lease.

(g) Percentage Rent. The term "Percentage Rent" means the sum equal to **eight (8) percent (8 %)** of Tenant's monthly Gross Sales less the Monthly Minimum Rent for the Leased Premises actually paid for the relevant month; provided, however, that in no event shall Percentage Rent calculated on a monthly basis be less than zero.

(h) Landlord's Address for Notices. The term "Landlord's Address for Notices" shall mean 751 Chartres Street, New Orleans, Louisiana, 70116, unless changed by notice from Landlord to Tenant.

(i) Tenant's Address for Notices. The term "Tenant's Address for Notices" shall mean delivery by U.S. Mail or hand delivered to **Address of commercial space, New Orleans, LA 70116** and/or _____ (insert email address here). Tenant is responsible for providing Landlord written notice of any changes to the Tenant's email.

(j) Tenant Improvements. The term "Tenant Improvements" means such improvements required by Tenant to operate the Permitted Use, including, without limitation details of mechanical and electrical installations and all parts that will affect the appearance of the Building and its structural, mechanical or electrical components and indicating connected fixture lighting, equipment and receptacle locations and loads, motor sizes and locations, sound system wiring and outlets and special requirements of Tenant's business.

2. Lease. Landlord hereby leases to Tenant, the Leased Premises, more fully described in the first paragraph of this Lease, for the Lease Term, at the rent and pursuant to all of the terms, covenants and conditions contained herein. Tenant accepts the Leased Premises "AS IS" and broom clean. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TENANT HEREBY WAIVES (AND LANDLORD HEREBY EXPRESSLY DISCLAIMS) ALL REPRESENTATIONS OR WARRANTIES THAT THE LEASED PREMISES IS SUITABLE FOR THE PERMITTED USE OR IS FREE FROM VICES, DEFECTS, OR DEFICIENCIES, WHETHER HIDDEN OR APPARENT, ALL WARRANTIES IMPLIED UNDER

APPLICABLE LAW, AND ALL WARRANTIES UNDER LA. CIV. CODE ARTS. 2682(2), 2684, 2691, OR 2696-2699, OR ANY OTHER PROVISONS OF LAW, BUT ONLY TO THE EXTENT NOT EXPRESSLY PROHIBITED BY LOUISIANA LAW. TENANT HEREBY ASSUMES RESPONSIBILITY FOR THE CONDITION OF THE LEASED PREMISES THROUGHOUT THE LEASE TERM FOR PURPOSES OF LA. R.S. 9:3221 OR ANY SUCCESSOR STATUTE.

(a) Tenant shall provide, at its sole cost and expense, all Tenant Improvements. Complete drawings and specifications, with respect to Tenant Improvements, including, without limitation, details of mechanical and electrical installations, all items which will affect the appearance of the Building, structural, mechanical or electrical components and indicating fixture lighting, equipment receptacle locations, load, motor sizes [if any], locations, sound system wiring, outlets [if any], and special requirements shall be submitted to Landlord for its examination and approval. Tenant shall not proceed with the installation of any Tenant Improvements until it has received the written approval of Landlord.

(b) Before commencement of work on any Tenant Improvements, Tenant shall supply Landlord with appropriate Lien and Performance Bonds. These bonds are at Tenant's expense and shall be issued in a form satisfactory to Landlord and in such manner to protect the interest of Landlord in the Leased Premises.

(c) All interior and exterior additions or alterations, all mechanical and electrical installations, all graphics and any other installations or modifications made by Tenant shall comply with the "Recommendations and Regulations for Shop Tenants, First Floor Commercial Spaces, Lower Pontalba Building" prepared by Koch & Wilson Architects, dated 10 March, 1982, revised 29 March, 1982, and any subsequent revisions.

(d) In the event Tenant shall be a limited liability company, corporation or other legal entity, the party executing this Lease on behalf of Tenant hereby covenants and warrants as evidenced by the resolution attached hereto and made a part hereof that Tenant is duly qualified and authorized to do business in the State of Louisiana, that the corporate representative signing this Lease has the authority to do so, that all franchise and corporate taxes have been paid to date and that all future forms, reports, fees and other documents necessary to comply with applicable laws and to remain qualified to do business in the State of Louisiana will be filed when due.

3. Term and Surrender of Possession. The Lease Term shall commence upon the Commencement Date of Lease and continue thereafter for the Lease Term. At the expiration of this Lease, or its termination for other causes, Tenant is obligated immediately to surrender possession of the Leased Premises to Landlord, and should Tenant fail to do so, Tenant consents to pay liquidated damages in the amount of two (2) times the daily rent (Monthly Minimum Rent plus Additional Rent plus average of daily Percentage Rent over last six (6) months) for each day until possession of the Leased Premises is surrendered to Landlord, broom clean and trash-free. Should Landlord

allow or permit Tenant to remain in the Leased Premises after the expiration of this Lease, in the absence of a written agreement to the contrary, Tenant shall be deemed to have a month-to-month tenancy, subject to all the provisions hereof except the Lease Term.

4. Rent.

(a) Monthly Minimum Rent. Tenant shall pay to Landlord the Monthly Minimum Rent, in advance, on the first day of each calendar month during the Lease Term starting on {insert date}.

(b) Late Fee. See Policy Regarding Past Due Rent and Late Charges which is attached hereto as Exhibit A and made a part hereof as though copied herein *in extenso.*

(c) Percentage Rent.

(1) In addition to the Monthly Minimum Rent payable hereunder, Tenant shall pay to Landlord, on or before the fifteenth (15^{th}) day of each calendar month during the Lease Term, the Percentage Rent for the preceding calendar month.

(2) At all times during the Lease Term, Tenant shall maintain full, complete and proper books, records, and accounts with respect to Gross Sales. Tenant shall, for a period of three (3) years after the end of any Lease Year, preserve copies of all of Tenant's books, records, accounts and other data which in any way bear upon or are necessary to verify in detail Tenant's Gross Sales and any authorized deductions therefrom, including any sales tax reports which Tenant may furnish or be required to furnish to any governmental agency. Upon request, Tenant shall make such books, records, accounts and data available for inspection by Landlord, or its authorized representatives and agents, at all reasonable times during said three (3) year period.

(3) Concurrently with each payment of Percentage Rent pursuant to subparagraph [1] or, if no such Percentage Rent is payable, on or before the twentieth [20th] day of each calendar month, Tenant shall furnish to Landlord a detailed statement in form prescribed by Landlord setting forth Gross Sales and any authorized deductions therefrom for the previous calendar month. Said statements shall be signed by Tenant or an officer of a corporate Tenant and shall be certified to be true and correct by the same Tenant or officer of the corporate Tenant. Tenant shall also supply Landlord with copies of all City and State Sales Tax Returns within five [5] days after they are filed with the respective City and State agencies.

(4) If Tenant fails to submit any statement of Gross Sales when required hereunder, Landlord, in addition to any other right or remedy hereunder, may cause an audit of Tenant's books, records, and accounts

and determine Gross Sales for the relevant period. Said audit and determination shall be made by a certified public accountant at the expense of Tenant; Tenant shall pay the expense thereof to Landlord within ten (10) days after demand therefor. At any time within one (1) year after the end of any Lease Year, and upon written notice to Tenant, Landlord may cause a complete audit of Tenant's books, records and account to determine Gross Sales for any month or months during such Lease Year. If Tenant's Gross Sales as set forth in the statement furnished to Landlord for any relevant month are less than Tenant's Gross Sales as determined by any such audit, Tenant shall immediately pay to Landlord the deficiency in Percentage Rent so found to be due and the expense of such audit and determination. Any information obtained by Landlord as a result of any such audit shall be confidential, except as required by applicable law, provided, however, that in the event of any controversy between Landlord and Tenant, Landlord may use such information in any appropriate manner. If Tenant audits or causes to be audited Tenant's books, records and accounts with respect to any Lease Year, Tenant shall promptly furnish to Landlord a copy of the portion of the audit report relating to Gross Sales without cost or expense to Landlord.

(5) Landlord's acceptance of any sum paid to Landlord by Tenant as Percentage Rent for the Leased Premises or reports thereon as required under the terms of this Lease shall not be an admission of the accuracy of any monthly statement of Gross Sales furnished by Tenant, or of the sufficiency of said Percentage Rent payments.

(d) Common Area Expenses. As further Additional Rent hereunder, Tenant shall pay to Landlord Tenant's share of all expenses incurred by Landlord in connection with the maintenance and administration of the common areas of the Building and all exterior areas which are intended for the common use of all tenants of the Building, including without limitation all sidewalks, walkways, and landscaped areas (collectively, the "Common Areas"). Tenant's contribution shall be computed by a formula based upon the ratio of the square footage of the Leased Premises to the total rentable space in the Building. As used herein, the terms "rent" or "Rent" shall mean the Monthly Minimum Rent, the Percentage Rent, the Additional Rent, and all other amounts due and payable by Tenant hereunder.

Tenant's contribution shall be payable on a monthly basis to the Landlord at the same time that the Monthly Minimum Rent is due hereunder.

Common area expenses for the purpose of this section include, but are not limited to, the following (collectively, "Common Area Expenses"):

(1) Garbage and other refuse;
(2) Alarm monitoring service and repair;
(3) Vermin and pest control; and
(4) The cost of water for all tenants of the Building with the exception of the separately metered Tenants (e.g., restaurants).

(e) Tax on Rent Income. As further Additional Rent hereunder, Tenant shall pay to Landlord, within ten [10] days after written demand therefor, an amount equal to any tax that may be levied, assessed, or imposed, by any governmental authority, if any, acting under any present or future law, upon or against or which shall be measured by, any rents or rental income, as such or in connection with the Leased Premises or any part thereof or any interest of Landlord therein, payable by or on behalf of Landlord, except any such tax which Landlord may from time to time be required to pay on such rental income in common with other nonrental income received by Landlord in the regular course of its business. As used herein, the term "Additional Rent" means, collectively, the following: (i) Tenant's share of Common Area expenses under Section 4(d) of this Lease; and (ii) Tenant's obligations under this Section 4(e).

(f) Prorations. Monthly Minimum Rent, Percentage Rent and Additional Rent hereunder shall be appropriately adjusted to reflect any partial month or year at the beginning or end of the Lease Term.

(g) Place and Time of Payment. All rent payable hereunder shall be paid to Landlord without notice or demand electronically, including electronic fund transfer or automatic bill payment. Tenant shall pay any charge required to be paid hereunder, the time and manner of payment of which is not specifically provided elsewhere herein within ten (10) days following receipt of a bill therefor from Landlord.

(h) No Set-Off. All Rent shall be payable without deduction, set-off, abatement or diminution except as otherwise specifically set forth in this Lease, and the Tenant hereby expressly waives the benefits of any and all laws permitting the Tenant to claim a set-off against Rent for any cause whatsoever.

5. Use of Leased Premises.

(a) Permitted Uses. Tenant may use and occupy the Leased Premises only for the Permitted Use. Tenant shall warehouse, store, and/or stock in the Leased Premises only such quantities of goods, wares, and merchandise as are reasonably required by Tenant for sale at retail at, in, or from the Leased Premises. The Tenant shall use for office, clerical and other non-selling purposes only such space in the Leased Premises as is from time to time reasonably required for Tenant's business therein, not including any other business of Tenant in locations other than the Leased Premises.

(b) Competitive Leases. Nothing in this Lease is intended to grant to Tenant an exclusive right to conduct business in the Building for any Permitted Use or otherwise.

(c) Business Hours. Tenant covenants that it will carry on the trade or business provided for hereinabove upon the Leased Premises seven (7) days per week (other than state and federal holidays), and will not suffer or permit any interruption or suspension thereof during normal business hours. Tenant's

business hours shall be posted on the main door of the Leased Premises. The following hours shall be the business hours:

Sunday – Thursday	X:XX a.m. to X:XX p.m.
Friday – Saturday	X:XX a.m. to X:XX p.m.

Tenant's public hours of operations are limited to between 7:00 a.m. and 11:00 p.m. No one, including employees of Tenant, is permitted in the Leased Premises between the hours of midnight and 5:30 a.m. Special event waivers for occasions such as New Years Eve may be requested of Landlord in writing by Tenant.

(d) Compliance with Laws and Regulations. Tenant shall, at its sole expense, comply fully with all laws, rules, and orders of all federal, state and municipal governments and any subdivision or agency thereof applicable to the Leased Premises or Tenant's use or occupancy thereof.

Tenant shall neither do nor permit any act which will cause or tend to cause the premiums for insurance upon the Building to increase, or cause a cancellation of any insurance policy covering the Building, or any part thereof. Tenant shall not sell, or permit to be stored, used, or sold, in or about the Leased Premises, any article which may be prohibited by the standard form of fire insurance policy in effect. Tenant shall, at its sole cost and expense comply with any and all requirements and recommendations of any insurance organization or company, including, without limitation, the board of fire underwriters, pertaining to the use or occupancy of the Leased Premises by Tenant, if compliance with such requirements or recommendations is necessary for the maintenance of reasonable fire and public liability insurance covering the Building or its appurtenances or the Leased Premises. Tenant shall pay on demand any increase in premiums for fire insurance carried by Landlord on the Leased Premises or the Building arising from any activity of Tenant, whether or not Landlord has consented to such activity.

(e) No Auction Sales. Tenant shall neither conduct or permit to be conducted on the Leased Premises or elsewhere in the Building any sale by auction, or any fire, distress or bankruptcy sale.

(f) Sidewalk. Tenant shall not use or permit the sidewalk adjacent to the Leased Premises to be used for any vending machine, amusement device, scales, newsstand, cigar stand, sidewalk shop or other business, occupation or undertaking. Tenant shall not place or display any merchandise or other object on or otherwise obstruct any sidewalks, walkways, or areaways. Hanging or standing signage and exterior décor' is permissible with approval of the Landlord. Tenant shall not distribute any handbills or other advertising, political or religious matter on or about the sidewalks, street, passageways or public areas within or surrounding the Building.

(g) Animals. Tenant shall not keep or permit the keeping of any animal of any kind, in, about, or upon the Leased Premises.

(h) Lodging Prohibited. Tenant shall not use or permit use of any portion of the Leased Premises as living quarters, sleeping apartments or lodging rooms.

(i) Quality. Tenant recognizes that Landlord's objective at the Building is to provide a center of high quality shops and restaurants appealing to residents and tourists who are seeking distinctive merchandise and food, dining and service of the highest order. Tenant shall supply merchandise and services on this basis. Landlord shall determine standards of quality for all goods used or sold by Tenant, standards of service in connection with their sale and standards of quality and utility for all furnishings and fixtures of the Leased Premises based upon the appropriate industry standards applicable to Tenant's business. Tenant shall conform to such standards and operate its business so as to sustain the good will and prestige of the Building enjoys with the public. If Tenant shall in any way fail to maintain the standards of quality or service established by the Landlord, Landlord shall notify Tenant of such failure by written notice to Tenant, specifying the violation involved and suggesting remedial steps therefor. If, in the reasonable opinion of the Landlord, said failure shall not have been corrected within a reasonable time after the giving of such written notice (not to exceed thirty (30) days), , Landlord shall thereupon have the right, upon written notice to Tenant, to terminate this Lease.

(j) Security of Leased Premises. Tenant shall install a security system that will be monitored off-site by a third party that will not only provide protection for Tenant, but will also monitor the time of entry each morning and the time of closure each evening. During the hours of 11:00 p.m. until 5:30 a.m., entry will be permitted only to investigate reported disturbances.

Tenant hereby agrees to allow, authorize and cause the release of these security records from the security company to Landlord upon request of Landlord. All courtyards shall be secured at night and the doors leading into the courtyards closed as much as possible during the daytime hours.

6. Name. Tenant shall not use, publish or advertise in any solicitation or otherwise, the name “Pontalba” or “Louisiana State Museum” without the prior written approval of Landlord of the time, place, and manner of such publication, advertising or use, except that Tenant may use the name Building in advertisements to indicate the location of Tenant's business without prior approval. Tenant shall not change Tenant's Business Name and shall not use any other name in advertising Tenant's business in the Leased Premises without the prior written approval of Landlord.

7. Utilities. Tenant shall pay for all gas, electricity, telephone service, sewer service, waste removal and other services supplied to or consumed in or upon the Leased Premises from the first day Tenant enters the Leased Premises, whether or not prior to the commencement of the Lease Term, through the last day of the Lease Term. Tenant shall make payment directly to the utility company or other company providing the service and in no event shall Landlord ever be liable to any suppliers of any such utilities for services contracted for

and/or used by Tenant in connection with the Leased Premises. Tenant's use of all utilities, except domestic water, shall be measured by separate meters. Landlord shall provide water to all tenants except those major restaurant tenants who are required to install their own separate water meters. Tenant recognizes that Tenant's consumption of domestic water cannot be separately metered (with the exception of the aforementioned restaurants) and that the cost of providing domestic water service to the Leased Premises and all other premises in the Building shall be part of the Common Area Expenses.

Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities installed by Landlord and that if any equipment installed by Tenant shall require additional utility facilities, such facilities shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. Landlord shall not be liable to Tenant for any interruption in service of water, electricity, heating, air conditioning or other utilities and services caused by an unavoidable delay in the making of any necessary repairs or improvements, or by any cause beyond Landlord's reasonable control.

Tenant shall install and maintain at all times during the Lease Term telephone service on the Leased premises, with the number fully listed in the telephone directories

8. Personal Property Taxes. Tenant agrees to pay, before delinquency, all property taxes on the furniture, fixtures, equipment and other property of Tenant at any time situated or installed in the Leased Premises, and on additions or improvements in the Leased Premises made or installed by Tenant. If at any time during the Lease Term, any of the foregoing are assessed as part of the immovable (real) property on which the Leased Premises are situated, then and in such event Tenant shall pay to Landlord, upon demand, the amount of such additional taxes as may be levied against said immovable (real) property by reason thereof.

9. Restrictive Covenants. Tenant agrees that during the Lease Term, it will not, nor will any person, firm or corporation which controls or is controlled by Tenant, or is under direct or indirect common control with Tenant, directly or indirectly manage, own, operate, control or become financially interested in, or participate in the management of, a business similar to the one to be operated by Tenant hereunder less than one [1] mile from the Leased Premises, unless, after receipt of written request from the Tenant, the Board of Directors of the Louisiana State Museum grants an exception to such rule on the basis of criteria as may be determined from time to time by Landlord.

Tenant agrees not to open any additional retail outlets within the one-mile radius.

Tenant agrees that during and after the Lease Term it will not, nor will any person, firm, or corporation which controls or is controlled by Tenant, operate under or use in any manner, any name which includes the name “Pontalba”, or

"Lower Pontalba", without the written approval of the Landlord.

Tenant shall not maintain, operate or store any equipment in the courtyard area unless otherwise agreed to by Landlord.

10. Rules and Regulations. Tenant agrees that Landlord may, from time to time, establish reasonable policies, rules, and regulations for the management, safety, care and cleanliness of the Building and the preservation of good order therein and for the convenience of all occupants and tenants of the Building. Landlord will provide Tenant a copy of the current policies, rules, and regulations are made a part hereof as though copied *in extenso*. Tenant, together with all other persons entering or occupying the Leased Premises at Tenant's request or with Tenant's permission shall comply with such policies, rules and regulations. The violation of any such policies, rules, and regulations by Tenant or any such person shall be a breach of this Lease by Tenant. Amendments and additions to such policies, rules, and regulations may be made by Landlord from time to time and shall become a part of this Lease as though copied *in extenso* and shall become effective upon delivery in person, delivery by email, or by certified mail of a copy to Tenant at the Leased Premises.

11. Maintenance and Repair.

(a) Tenant's Duties. By entry hereunder, Tenant acknowledges that the Leased Premises and appurtenances are in good, clean and sanitary order and repair. Tenant acknowledges further that the renovations and remodeling referred to in *Item 12: Alterations* below and the Leased Premises in general shall be kept and maintained in such a state as to be in accordance with Landlord's objective to provide a center of high quality shops and restaurants appealing to residents and tourists who are seeking distinctive merchandise and food of the highest order. Tenant, at its expense, shall maintain in good order and repair, including necessary replacements, the entire front entrance and all portions of the interior of the Leased Premises and appurtenances, including without limitation, floor structures, exposed electrical and plumbing pipes, lines and fixtures, utility installations, doors, and windows. Tenant shall maintain all heating and other equipment installed in the Leased Premises, whether installed by Tenant or by Landlord. Tenant, at its expense, shall keep and maintain the Leased Premises, and appurtenances clean and sanitary. In such maintenance, Tenant shall not alter the appearance of any portion of the Leased Premises visible to persons outside the Leased Premises without written consent of the Landlord. Tenant's obligation shall include, without limitation, keeping the sewers and drains open and clear. Tenant shall not use the plumbing facilities of the Building for any purpose other than that for which they were constructed or dispose of any or injurious substance therein; any expense resulting from such use shall be paid by Tenant upon demand. Tenant shall not burn any papers, trash, or garbage of any kind in the Leased Premises. Tenant shall store all refuse and other waste materials within the Leased Premises in a location which is not visible to those shopping in the Building, and will arrange for regular removal thereof at its expense. Waste materials, which are temporarily

stored outside of the Leased Premises, prior to removal, shall be stored only in containers, only at such locations, and only for such time periods as are approved by the Landlord in writing. Except as otherwise expressly provided herein, any and all repairs of any nature whatsoever shall be at the expense of Tenant, except such as may be caused by the negligence or willful conduct of Landlord, its agents or employees. On the last day of the Lease Term, Tenant will remove its signs, attachments, and trade fixtures from the Leased Premises and surrender the Leased Premises and appurtenances to Landlord in a state of good repair, reasonable wear and tear, obsolescence and damage by fire, act of God or the elements, or damage which Landlord is required to repair hereunder excepted.

(b) Landlord's Duties. Landlord shall, at its expense, maintain the exterior side walls, the roof, all unexposed plumbing and electrical pipelines and fixtures originally installed by Landlord. Written notice shall be given by Tenant to Landlord regarding any defects or problems in regard to the exterior side walls, the roof, all unexposed plumbing and electrical pipelines and fixtures originally installed by Landlord which come to the attention of Tenant. Tenant shall be responsible for all additional damages resulting from Tenant's delay in notifying Landlord of any defect. Landlord shall maintain all Common Areas, including the walkways and restrooms, other than those within the Leased Premises, , in good condition and repair at the expense of Tenant pursuant to the provisions contained in Paragraph 4[d] of this Lease. Except as expressly provided herein, Landlord shall have no obligation to maintain or repair any portion of the Leased Premises or to provide any services whatsoever to Tenant or the Leased Premises.

(c) No Representations or Warranties. Landlord has made no representation or promises with respect to this Lease, with respect to the Leased Premises or with respect to any matter related thereto, other than as expressly set forth herein.

Landlord makes no warranties with respect to any furnishings, equipment or other property or the Leased Premises or used by Tenant or its agents, employees, licensees and invitees hereunder, except as expressly set forth herein.

(d) Servitude. Tenant agrees that Landlord shall have the right to make such repairs and changes to the structure of the Building, including patios and outbuildings, as may be necessary to maintain or improve the integrity of the Building. Landlord agrees to give Tenant reasonable notice of the commencement of such work unless the repairs are necessary to correct a dangerous condition on an emergency basis. Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned by said repairs and changes to the structure of the Building by Landlord or resulting therefrom.

12. Alterations. Tenant shall not make, or suffer to be made, any alterations or improvements of the Leased Premises, or any part thereof, without the prior written consent of Landlord as to nature, style, location and safety. Tenant shall retain title to all movable furniture and trade fixtures placed in the property by it. No such alterations shall be made in a manner which damages the Building. Tenant shall immediately repair any damage caused by or in connection with the

installation or removal of any such improvements, furniture or trade fixtures. All concealed utilities and water lines and pipes, ventilation pipes, stacks and duct work and electrical wiring, conduit and controls installed by Tenant shall be and become the property of Landlord upon installation without payment of any compensation to Tenant and shall not be deemed trade fixtures. If Landlord has consented to any proposed alterations or improvements by Tenant, Tenant shall advise Landlord in writing, in advance, of the date upon which such alterations will commence and furnish a bond satisfactory to Landlord to secure Landlord against any liens or claims of lien for labor, material, or supplies. Tenant will promptly pay and discharge all claims for work or labor done, supplies furnished or services rendered at the request of Tenant and will keep the Leased Premises free and clear of all mechanic's and materialmen's liens in connection therewith. Tenant shall also comply with the provisions set forth in Section 2[b] of this Lease.

13. Signs and Attachments. Tenant shall not place or permit to be placed any sign, marquee, awning, decoration or other attachment to the roof, front, windows, doors or exterior walls of the Leased Premises without the prior written consent of Landlord. Landlord may, without liability and at Tenant's expense, enter upon the Leased Premises and remove any sign, marquee, awning, decoration or attachment placed on the Leased Premises without such consent. Landlord may establish rules and regulations regarding size, type and design of all exterior signs and decorations in the Building. Tenant agrees to comply with such rules and regulations and to purchase and install at each customer entrance an exterior identity sign conforming to such rules and regulations. Tenant shall repair, at its sole cost and expense, any damage to the Building caused by the erection, maintenance or removal of any sign, marquee, awning, decoration or other attachment. Tenant shall not use in, or about the Leased Premises, any advertising medium which may be heard or experienced outside the Leased Premises, such as flashing lights, searchlights, loudspeakers, phonograph or radio broadcasts, without the prior written consent of Landlord.

14. Waste - Nuisance. Tenant shall not commit, or suffer to be committed, any waste upon the Leased Premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the Building , neighbors of the Building, or public authorities.

15. Inspection of Leased Premises. Landlord, at all reasonable times, and without consent of the Tenant may go upon and into the Leased Premises for any of the following purposes:

To inspect the same;
To inspect the performance by Tenant of the terms and conditions hereof; To show the Leased Premises to prospective tenants or purchasers;
To construct, maintain, alter, repair, or add to the Leased Premises or the Building; or

16. Parking. Tenant shall not park, operate, load or unload any car, truck, or other vehicle on any part of the Building or Jackson Square, except in areas

and at times designated by Landlord. Landlord and its agents shall have the right to remove or cause to be removed any car of Tenant, its employees or agents that may be parked in any area other than such designated areas. Any such removal shall be without liability of any kind to Landlord, its agents or employees, and Tenant agrees to indemnify and hold harmless Landlord, its agents and employees from any and all loss, cost, liability, damage or expense arising from or in connection with such removal. Landlord may at any time exclude Tenant and its employees from using parking facilities owned by Landlord.

17. Destruction. Except as expressly provided herein, Landlord shall not be required to repair the Leased Premises in the event of any total or partial destruction thereof.

(a) In the event of total or partial destruction of the Leased Premises from any cause insurable under a standard policy of fire and extended coverage insurance, Landlord shall forthwith repair the same; provided, however, that Landlord shall have the right to terminate this Lease, and shall not be obligated to make such repairs if they cannot be made within sixty [60] days from date of destruction, under the then applicable laws and regulations of Federal, State, Parish and Municipal authorities and in the light of the extent of damage and the then condition of the labor marked and availability of materials and supplies.

(b) If Landlord is required to make repairs or if Landlord need not make such repair but nevertheless elects to make the same and notifies Tenant of its election within a reasonable time after such destruction, this Lease shall continue in full force and effect and the rent may be proportionately reduced while repairs are being made; such reduction shall be based upon the extent to which the damage and making of repairs shall interfere with the business carried on by Tenant in the Leased Premises.

(c) In the event that Landlord is not required to make repairs and does not elect to make such repairs, this Lease may be terminated at the option of either party by notice to the other within five [5] days after Landlord notifies Tenant that it is not required to make repairs and does not so elect.

(d) In the event that the Building is damaged from any cause to the extent of not less than 33-1/3% of the replacement cost thereof or more than 50% of the floor area of the Building , or if the Lower Pontalba is so damaged from any cause as to be wholly untenable, Landlord may elect, within thirty [30] days after such damage, for Tenant to temporarily vacate the Leased Premises to allow Landlord to make such repairs during which period Tenant's obligations under the Lease will be abated. Landlord will give Tenant a reasonable time to vacate the Leased Premises.

(e) A total destruction of the Building shall terminate this Lease.

(f) Notwithstanding any other provision herein, if at the time of any damage to the Leased Premises, the amount of Monthly Minimum Rent

remaining due hereunder for the balance of the Lease Term hereof is less than the cost to Landlord of repairing such damage, and the Landlord elects not to repair such damage, then this Lease may, within ten [10] days from the date of such damage, at the option of Landlord, be canceled by notice in writing to Tenant.

18. Insurance.

(a) Commercial General Liability. Tenant shall, at its own cost and expense, keep and maintain in full force during the Lease Term, Commercial General Liability insurance, including Personal and Advertising Injury Liability, covering the Leased Premises and Tenant's activities therein against claims for personal injury and death in an amount not less than One Million ($1,000,000.00) Dollars for injury or death of any one person, Two Million ($2,000,000.00)Dollars for injury or death of all persons in any one accident or occurrence, and Two Million ($2,000,000.00) Dollars property damage. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01, or its equivalent, shall be used in connection with the insurance described in this paragraph. Such insurance shall not be written on a "claims-made" form. The limits of the insurance required to be maintained by Tenant under this Public Liability section of the Lease shall be increased from time to time to the extent that an increase is necessary to provide adequate coverage in view of inflation, an increase in judgments or awards and any other relevant factors as determined by the State of Louisiana, Division of Administration, Office of Risk Management, or as otherwise determined by Landlord in its sole discretion. The proceeds of said property insurance with respect to Tenant's improvements and inventory/stock shall be payable jointly to the Landlord and Tenant and, in the event of a casualty, all proceeds shall be disbursed in such manner as the Landlord may reasonably require to insure re-stocking of the Tenant's inventory and restoration of the Tenant's improvements, fixtures and equipment.

(b) Glass. Tenant shall maintain, at its expense, adequate glass insurance.

(c) Worker's Compensation. From and after the Commencement Date of Lease and throughout the Lease Term, Tenant shall maintain in full force and effect (i) a policy or policies of worker's compensation insurance in the amount required by law; and (ii) Employer's Liability insurance with a minimum limit of $1,000,000 per accident/disease/employee.

(d) General Requirements. Any insurance procured by Tenant as required by this Lease shall be issued in the name of the Tenant with the Landlord listed as an additional insured thereunder by a company qualified to do business in the State of Louisiana acceptable to Landlord, with a general policyholders rating not less than A and a financial rating of XII or better as listed in the most current available "Best's Insurance Reports." All such insurance policies shall contain endorsements that such insurance may not be canceled or amended with respect to Landlord by the insurance company without thirty (30) days prior written notice to Landlord; shall have a maximum deductible of $1,000.00; and in the

event of payment of any loss covered by such policy, shall provide that Landlord's loss be paid first by the insurance company. Tenant shall be solely responsible for payment of premiums for any insurance required of Tenant under this Lease. Tenant shall furnish to Landlord a certificate of such insurance evidencing the fact that the insurance described herein has been obtained and is in full force and effect.

(e) Acts of Tenant Affecting Insurance. Tenant is obligated to refrain from putting anything in the Leased Premises, and from doing anything that would forfeit the insurance. Should any installation made or action taken by Tenant, whether authorized or unauthorized under this Lease, increase the rate of insurance on the Building or contents as fixed by the Property Insurance Association or any similar institution, then Tenant is obligated to fully pay such increased rate of insurance on the Building and all contents. Should the Tenant's occupancy or business render the Landlord unable to secure proper insurance, then Tenant hereby grants to Landlord the option of canceling this Lease, Tenant waiving all delays, and agreeing to surrender possession at once, if notified by Landlord to do so.

(f) Miscellaneous covenants regarding liability and insurance. Tenant agrees to use and occupy the Leased Premises, and use such other portions of the Building as it is herein given the right to use, at its own risk and the Landlord shall have no responsibility or liability for any loss of or damage to fixtures, inventory or other property of Tenant or Tenant's employees, invitees or customers (except loss or damage caused by Landlord's negligence). Furthermore, Tenant agrees that Landlord shall not be responsible or liable to the Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions, negligent or otherwise, of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Leased Premises or any part of the Building or otherwise. Lastly, neither the minimum limits of any insurance coverage required herein nor the deductible allowed shall limit Tenant's liability under the terms of this Lease or at law. The provisions of this paragraph shall apply during the whole Lease Term and during any period prior to the Lease Term hereof after the Commencement Date of Lease.

19. Indemnification. Tenant agrees to protect, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Tenant, its agents, servants, and employees, or Tenant's operations at or occupancy of the Leased Premises, or any and all costs, expenses and/or attorney fees incurred by Tenant as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Tenant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Tenant in the defense of claims, but this shall not affect the Tenant's responsibility for the handling of and expenses for all claims.

Landlord shall not be liable to the Tenant for any damage to property or persons caused by, or arising out of (a) any defect in, or the maintenance or use of, the Leased Premises or fixtures and appurtenances thereof, the, or fixtures and appurtenances thereof; or (b) water coming from the roof, water pipes, boilers, heating pipes, plumbing fixtures, waste pipes or any other source whatsoever whether within or without the Leased Premises; or (c) any act or omission of other occupants of the Building.

20. Waiver of Subrogation. Landlord and Tenant hereby agree that no insurer of any interest of either of them shall have any right of subrogation against the other under any fire or extended coverage insurance policies carried by either on the Leased Premises or any part thereof and that an appropriate waiver shall be placed in such policies.

21. Eminent Domain.

(a) Total or Substantial Taking. If the title to all the Leased Premises is taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu of eminent domain, or if title to so much of the Leased Premises is taken or if the Leased Premises be damaged by taking so that a reasonable amount of reconstruction thereof will not render the Leased Premises reasonably suitable for Tenant's continued occupancy and for the conduct of Tenant's business in a manner consistent with the conduct of said business prior to said taking, then in either event, this Lease shall terminate upon the date that possession of the Leased Premises or such part of the Leased Premises is taken or on the date such damage occurs.

(b) Partial Taking. If any part of the Leased Premises shall be so taken and the remaining part of the Leased Premises (at the reconstruction of the then existing Building and improvements) is reasonably suitable for Tenant's continued occupancy for the purposes and uses for which the Leased Premises are leased and Landlord elects, by notice to Tenant within five (5) days of such taking, to cause such reconstruction, this Lease shall, as to the part so taken, terminate as of the date that possession of such part is taken, and the rent shall be reduced in the same proportion that the floor area of the portion of the Leased Premises so taken (less any additions to the Leased Premises by reconstruction) bears to the original floor area of the Leased Premises. In the event of such election, Landlord shall, at its own cost and expense, make all necessary repairs or alterations to the Leased Premises so that the remaining Leased Premises are reasonably suitable for Tenant's continued occupancy and for the conduct of the business of the Tenant. During such period of repair and restoration, rental shall be abated on a proportionate basis as it would be if the Leased Premises had been damaged or destroyed pursuant to the provisions of this Lease. Otherwise,

this Lease shall terminate on the date that the possession of the part of the Leased Premises is taken.

(c) Damages. That portion of the compensation awarded or paid upon any such taking or purchase which is allocable to improvements and fixtures in, upon or forming a part of the Leased Premises which are the property of Tenant hereunder shall be paid to Tenant providing that it is not in default hereunder at the date of taking. The remainder of the award or payment shall belong to Landlord and Tenant waives the right to any part of such remainder.

22. Abandonment. Tenant agrees not to vacate or abandon the Leased Premises at any time during the Lease Term. Should Tenant vacate or abandon said Leased Premises or be dispossessed, by process of law or otherwise, such abandonment, vacation or dispossession shall be a breach of this Lease, and, in addition to any other rights which Landlord may have, Landlord may either deem any movable (personal) property belonging to Tenant which remains on the Leased Premises to be abandoned, or remove such property and store the same, the cost of such removal and storage to be charged to the account of the Tenant. Further, in the event the Leased Premises are abandoned by Tenant, Landlord shall have the right, but not the obligation, to relet same for the remainder of the Lease Term provided for herein; and if the rent received through such reletting does not at least equal the Monthly Minimum Rent plus the Additional Rent payable hereunder, Tenant shall pay and satisfy any deficiency between the total amount of the rent so provided for and that received through reletting, and, in addition thereto, shall pay all reasonable expenses incurred in connection with any such reletting, including, but not limited to, the reasonable cost of advertising, commissions to brokers, leasing agents and others, the reasonable cost of renovation, altering and decoration for any new occupant. Nothing herein shall be construed as in any way denying Landlord its right, in the event of abandonment of said Leased Premises or other breach of this Lease by Tenant, to treat the same as an entire breach, and at Landlord's option immediately sue for the entire breach of this Lease and any and all damages which Landlord suffers thereby.

In the event Tenant is forced to vacate or abandon the Leased Premises due to acts of God, partial or total destruction of the Leased Premises, actions of third parties not under the control of Tenant or acts of the Landlord (other than Landlord's acts in enforcing its rights hereunder against Tenant), then such vacation or abandonment shall not be deemed a breach of Paragraph 23 of the Lease.

23. Insolvency or Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or of the operations of Tenant in the Leased Premises, a general assignment by Tenant for the benefit of creditors, or the commencement of insolvency or bankruptcy proceedings by or against Tenant shall constitute a default hereunder and, in addition to any other rights of the Landlord within thirty (30) days after receipt of actual notice of any of the aforesaid events; should such option be exercised, Tenant shall forthwith pay to Landlord the amount, if any, by which the remainder of the rent reserved hereunder exceeds the then reasonable rental

value of the Leased Premises for the remainder of the Lease Term. In no event shall this Lease nor any interest therein nor any estate thereby created be assignable to or pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law without the express written consent of Landlord.

24. Default. If Tenant shall fail to pay an installment of rent or (except as otherwise stated herein) shall fail to comply with any other provision of this Lease, within ten (10) days after written notice by Landlord to Tenant (said written notice to constitute the required legal notice under Article 4701 of the Louisiana Code of Civil Procedure as hereinafter amended or replaced), provided that such written notice of nonpayment of rent has been given twice during the period of this Lease, or should Tenant abandon the Leased Premises or discontinue the use of the Leased Premises for the purposes for which rented or remove any property against which Landlord enjoys a Landlord's Lien or should Tenant make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy or be adjudicated as bankrupt in an involuntary proceeding or apply for any other relief under the laws of the United States relating to bankruptcy or State laws relating to insolvency or should a receiver, or other custodian be appointed for any of Tenant's property, then, in any such events, Landlord shall have the right, at Landlord's option without putting Tenant in default and without notice of default, (a) to cancel this Lease, effective immediately or effective as of any date Landlord may select or (b) to proceed one or more times for past due installments to rent only, without prejudicing the right to proceed later for additional installments or to exercise any other remedy, or (c) to declare unpaid rent for the whole unexpired Lease Term immediately due and payable and at once demand and receive payments of the same or (d) to have recourse to any other remedy or mode of redress to which Landlord may be entitled by law. In the event Landlord exercises the right to cancel this Lease, then (i) Landlord shall have the right, as soon as said cancellation is effective, and Tenant has vacated the Leased Premises, the Landlord may re-enter the Leased Premises and relet the same for such price and on such terms as may be immediately available, and (ii) Tenant shall be and remain liable not only for all rent payable to the date such cancellation becomes effective, but also for all damage or loss suffered by Landlord. Failure of Landlord to exercise the rights granted herein shall not be construed as a waiver of such rights and no indulgence by Landlord shall be construed as a waiver of any rights herein granted.

In the event that Landlord shall at any time terminate this Lease because of breach thereof by Tenant, then Landlord, in addition to any other remedy available to it hereunder or under the laws of this state, may recover from Tenant any damages incurred by reason of such breach, including, without limitation, the cost of recovering the Leased premises, and the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved hereunder for the balance of the Lease Term or any shorter period, as Landlord may determine over the then reasonable rental value of the Leased Premises for the same period.

25. Interest. Any sum accruing to Landlord or Tenant under the terms and provisions of this Lease which shall not be paid when due shall bear interest at the rate of twelve [12%] percent per annum from the date when the same becomes due and payable by the terms and provisions hereof until paid unless otherwise specifically provided in this Lease.

26. Landlord's Right to Cure Tenant's Defaults. If Tenant fails to perform any covenant or agreement set forth herein or in any way defaults under or breaches any provision or term of this Lease and such failure, default or breach continues for ten (10) days after written notice thereof, then addition to any other right or remedy hereunder or under the laws of this State, Landlord may, but shall not be obligated to, perform such covenant or agreement or cure such default or breach and do all necessary work and make all necessary payments in connection therewith, including, without limitation, attorney's fees and disbursements, for the account, and at the expense of, Tenant. The amount of all cost and expense incurred or paid by Tenant to Landlord upon demand, together with interest at the rate of twelve [12%] per annum.

27. Assignment. Tenant shall not assign this Lease or any interest therein, or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person, without the prior written consent of Landlord. Any such assignment, occupancy or use without the prior written consent of Landlord shall, at the option of Landlord, terminate this Lease and any such purported assignment, occupancy or use shall be null and void.

A consent to one assignment, occupancy or use shall not be construed as a consent to any subsequent assignment, occupancy or use. In the case of a corporate Tenant, any transfer of this Lease by merger, consolidation or liquidation and any change in the stock, occurring in a single transaction, shall constitute an assignment for the purpose of this paragraph.

Assignment shall also be subject to confirmation of the Board of Directors of the Louisiana State Museum, which specifically reserves the right to create a new lease in the event of any such assignment or any change in use or occupancy of the Leased Premises. Tenant will not be permitted to sublet the Leased Premises.

28. Conveyance by Landlord. Landlord or its successors or assigns may, at any time during the Lease Term and only in terms with the Irby bequest, convey its interest in the Leased Premises to Landlord’s successor in objects and purpose. From and after the effective date of the conveyance, Landlord or its successors or assigns shall be released and discharged from any and all obligations under this Lease, except those already accrued.

29. Attorney's Fees. In the event of any such action at law or in equity by Landlord against Tenant to enforce any provision or right hereunder or in any way related hereto or arising herefrom, Tenant covenants and agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees incurred therein by Landlord. In the event Landlord is represented in such

action by counsel employed by the State of Louisiana, Tenant covenants and agrees to pay a minimum rate of $225.00 per hour for attorney fees plus Landlord's actual costs and expenses.

30. Waiver. No waiver of any default or breach of any covenant by either party hereunder shall be implied from any omission by either party to take action on account of such default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the waiver, and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term or condition contained herein by either party shall not be construed as a waiver of any subsequent breach of same covenant, term or condition. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar act. The receipt by Landlord of rent with knowledge of the breach of any covenant of Tenant hereunder shall not be deemed waiver of the rights of Landlord with respect to such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.

31. Notices.

(a) Service. All notices required to be given hereunder shall be in writing. Such notices shall be sent by United States registered mail, postage prepaid, addressed to Tenant at Tenant's Address for Notices and to Landlord at Landlord's Address for Notices. Notices shall be deemed sufficiently served one (1) day after the date of the mailing thereof.

(b) Holding Over. Any holding over after the end of the Lease Term, with the consent of the Landlord, shall be construed to be a lease from month to month, and shall be on the terms and conditions herein specified, so far as applicable.
At least thirty (30) days before the last day of the Lease Term, Tenant shall give to Landlord notice of intention to surrender the Leased Premises on such day. Nothing contained herein shall be construed as an extension of the Lease Term, or as a consent of Landlord to any holding over by Tenant.

All the terms, covenants and conditions hereof shall be binding upon and inure to the befit of the heirs, executors, administrators, successors and assigns of the parties hereto; provided, however, that nothing in this paragraph shall be deemed to permit any assignment, occupancy, or use contrary to the provisions of Section 28.

32. Complete Agreement. This Lease contains all terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental and use and occupancy of the Leased Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect.

33. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by

reason of acts of the other party, strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph shall not operate to excuse Tenant from the prompt payment of any sums required by the terms of this Lease.

34. Miscellaneous.

(a) Time. Time is of the essence hereof.

(b) Captions. The captions in the Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.

(c) Words and Interpretation. The table of contents and section headings contained in this Lease are for convenience only and shall not affect its interpretation. All references in this Lease to schedules, exhibits, articles, sections, subsections, paragraphs and clauses refer to the respective subdivisions of this Lease, unless such reference expressly identifies another document. The words "Landlord" and "Tenant", as used herein, shall include the plural as well as the singular. Words used in the neuter gender include the masculine and feminine. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several.

(d) Choice of Law and Courts. This Lease shall be construed and enforced in accordance with the Laws of the State of Louisiana and the State of Louisiana courts located in the State of Louisiana shall have sole jurisdiction over this Lease.

(e) Amendment. This Lease cannot be amended, altered or modified in anyway except in writing signed by the parties hereto.

(f) No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a Lease only upon execution and delivery by Landlord, Tenant, and the Attorney General of Louisiana.

(g) Severability. Any provision of this Lease prohibited by the laws of any Parish, City, State, Federal or other jurisdiction shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Lease.

35. Inability of Landlord to Give Possession on Commencement Date. If the Landlord shall be unable to give possession of the Leased Premises on the date of the commencement of the Lease Term by reason of the fact that the Leased Premises have not been sufficiently completed to make the Leased

Premises ready for occupancy [provided that Landlord is solely responsible for the construction of the improvements to the Leased Premises] by reason of the holding over or retention of possession of any demand on occupancy, or for any other reason, Landlord shall not be subject to any liability for failure to give possession on said date. Under such circumstances and provided Tenant is not responsible for such delays, the rent reserved and covenanted to be paid herein shall not commence until the possession of Leased Premises is given to or the Leased Premises are available for occupancy by, or for construction of Tenant improvements by Tenant, whichever shall occur first, and no such failure to give possession of the date of commencement of the Lease Term shall affect the validity of this Lease or the obligation of Tenant, nor shall same be construed to extend the Lease Term. In the event that a construction rider is attached to this Lease Agreement, the provisions thereof shall prevail over the provisions of this paragraph where they are in conflict.

36. Additional Provisions.

(a) Possession. Landlord will give possession of the Leased Premises to Tenant upon the Commencement Date.

(b) Theft, Burglary, and Unauthorized Persons. Landlord shall not be liable to Tenant for losses due to theft or burglary, or for damages of any type done by unauthorized persons on the Leased Premises unless due to Landlord's negligent act.

(c) Guaranty of Payment and Performance. The party executing this Lease as Guarantor hereby guarantees the payment of all Minimum Rent, Percentage Rent and Additional Rent due by the Tenant hereunder promptly when due and guarantees the performance promptly when due of each other obligation of the Tenant arising under this lease, binding himself jointly, severally and in solido with the Tenant therefor and as an original promisor. The Landlord may at any time, without the consent of or notice to the Guarantor, extend the time for the payment or performance of any obligation arising hereunder, and no such action shall diminish or affect the Guarantor's obligations.

37. Lease Approval. This Lease shall not be binding on the Louisiana State Museum or the State of Louisiana unless and until it is approved by the Attorney General of the State of Louisiana in accordance with La. R.S. 25:349(B)(7).

THUS DONE AND SIGNED AT New Orleans, Louisiana, on _____, 202_____.

WITNESSES' SIGNATURES: TENANT:

Sign:_____ By: _____
Print: Name: _____

Title: _____

Sign:_____
Print:

THUS DONE AND SIGNED AT _____, _____, on _____, 202____.

WITNESSES' SIGNATURES:

GUARANTOR

Sign:_____
Print:

By:_____
Name: _____
Title: _____

Sign:_____
Print:

THUS DONE AND SIGNED AT New Orleans, Louisiana, on _____, 202___.

WITNESSES' SIGNATURES:

LANDLORD:
THE STATE OF LOUISIANA, THROUGH THE BOARD OF DIRECTORS OF THE LOUISIANA STATE MUSEUM AND THE OFFICE OF THE STATE MUSEUM

Sign:_____
Print:
Sign:_____
Print:

By: _____
Name: _____
Title: _____

Approved by the Attorney General for the State of Louisiana in accordance with La. R.S. 25:349., through _____, Assistant Attorney General on this _____ day of _____, 202____.