

ORDINANCE
CITY OF NEW ORLEANS

CITY HALL: March 12, 2026

CALENDAR NO. 35,357

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER HARRIS (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into this Amendment No. 1 to a previously executed Lease Agreement, between the City of New Orleans (“City”) and Da Empire LLC, a Louisiana Limited Liability Company (“Lessee”), for the lease of City-owned property, to wit: a certain portion of ground together with all buildings and improvements thereon situated in the Parish of Orleans, First Municipal District, Square 530 and 545 which forms a Portion of Lafayette (Late Cypress) Street Right-of-Way (Unconstructed) between S. Galvez Street, and which improvements bear the municipal address of 2222 Poydras Street, New Orleans, Louisiana 70119 (the “Leased Premises”), to (i) permit certain non-permanent signage, (ii) permit the sale, service, and consumption of alcohol on the Leased Premises, and (iii) amend the rent structure and related provisions of the Lease, as more fully set forth in the Amendment No. 1 form attached hereto as Exhibit “A” and made part hereof; and otherwise to provide with respect thereto.

WHEREAS, the City of New Orleans may lease city-owned immovable property for a period of more than one year in accordance with the sealed bid process set forth in Section 2- 925 of the Code of the City of New Orleans; and

WHEREAS, the City and Lessee now desire to amend the First Amended and Restated Lease Agreement including two of the exhibits included therein, to wit: Exhibit A “Legal Description,” and Exhibit C “Notice of First Amended and Restated Lease Agreement,” in order to: (i) acknowledge completion of the stabilization of the property, (ii) acknowledge the Financing obtained from the Leasehold Mortgages in connection with the Renovation, and (iii) amend the legal description of the Leased Premises therein; **NOW, THEREFORE**

1 **SECTION I. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**
2 **ORDAINS**, that the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter
3 into this Amendment No. 1, in the form attached hereto as Exhibit “A”, to the previously executed
4 Lease Agreement between the City of New Orleans and Da Empire LLC, a Louisiana Limited

5 Liability Company (“Lessee”) in order to (i) acknowledge completion of the stabilization of the
6 property, (ii) acknowledge the Financing obtained from the Leasehold Mortgages in connection
7 with the Renovation, and (iii) amend the legal description of the Leased Premises therein.

1 **SECTION 2.** That Lessee, in addition to the rental amounts described in the First
2 Amended, shall pay all costs in connection with Amendment No. 1 to the First Amended, including
3 the notice and promulgation of this Ordinance, the cost of recordation of the executed Amendment
4 No. 1 to the First Amended Lease attached herein as Exhibit A, and all expenses relating thereto.

1 **SECTION 3.** That the Amendment No. 1 to the First Amended and Agreement,
2 substantially in the form attached hereto as Exhibit “A”, is incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

EXHIBIT A

[COVER PAGE]

LEASE OF LAND

STATE OF LOUISIANA

BY

PARISH OF ORLEANS

CITY OF NEW ORLEANS

CITY OF NEW ORLEANS

TO

DA EMPIRE, LLC

BE IT KNOWN that on the dates set forth below, before us, duly commissioned and qualified Notaries Public in and for the Parish and State aforesaid, and the undersigned competent witnesses, in whose presence this act is passed and executed this day in my office, personally came and appeared:

- (1) **THE CITY OF NEW ORLEANS**, herein represented by LaToya Cantrell, its Mayor, acting under and by virtue of authorization contained in Ordinance No. 29161 M.C.S., adopted on September 15, 2022, a certified copy of which is annexed hereto and made a part hereof (The City of New Orleans being hereinafter referred to as "City" or "Lessor") and
- (2) **DA EMPIRE, LLC** a Louisiana limited liability company, with a domicile address of 2222 Poydras Street, New Orleans LA 70119, herein represented by Airlando Wells, its member, duly authorized to appear herein on its behalf (hereinafter referred to as "Lessee").

WHO DECLARED THAT:

For and in consideration of the rents hereinafter stipulated to be paid by Lessee, and of the performance and observance by Lessee of the covenants, conditions, and stipulations hereinafter contained, City has leased, let, and demised unto Lessee, its successors and assigns, the following described property belonging to the City (hereinafter referred to as "Leased Premises" or "Portion of Lafayette Street Right-of-Way"):

Leased Premises

ONE CERTAIN PORTION OF GROUND, situated in the First Municipal District, City of New Orleans, Orleans Parish, Louisiana, lying adjacent to Squares 530 and 545 which forms a Portion of Lafayette (Late Cypress) Street Right-of-Way (Unconstructed) between S. Tonti Street and S. Galvez Street on a plan attached hereto as Exhibit "A," and further described as follows:

Commencing on the Northern side of Lafayette Street (Unconstructed) at its intersection with the Western side of S. Tonti Street, the Point of Beginning, and thence along the Northern side of Lafayette Street (Unconstructed) a distance of 272'; thence a distance of 60' to the Southern side of Lafayette Street (Unconstructed), thence a distance of 272' to its intersection with the Western side of S. Tonti Street, and thence a distance of 60' to the Point of Beginning. The area comprising a total of 16,320 square feet.

All measurements more or less and subject to survey; the parcel hereinafter is referred to as the "**Leased Premises**" or "A Portion of Lafayette Street Right-of-Way (Unconstructed)".

I. TERM

1.1 The original Term of this Lease shall be five (5) years (the "Primary Term"), commencing on the Commencement Date (provided below), with three (5) consecutive renewal options of five (5) years each ("Renewal Options") with written approval by the City prior to the commencement of each additional term.

II. RENT

2.1 This Lease is made for and in consideration of annual rent of \$ 6,500.00. Payment of the annual rent shall begin on June 8, 2022, the "Commencement Date." The City acknowledges the cost of the appraisal of the market lease rate for subject property in the amount of \$2,500.00. The City of New Orleans agrees to a one-time off-set in 2022 of the annual rent in the amount of \$1,250.00 representing 50% of the cost of the appraisal incurred by Lessee. Payment of \$5,250.00

will be accepted for 2022/2023 lease year.

2.2 **Payment of monthly rent shall be made at the office of the Department of Property Management, Division of Real Estate and Records, Room 5W06, City Hall, 1300 Perdido Street, New Orleans, Louisiana 70112, or at such other place as the City shall designate in writing.**

2.3 If Lessee wishes to exercise the applicable renewal options, Lessee agrees to pay the City annual rent during the applicable renewal-option term of one hundred fifteen percent (115%) of the annual rent paid during the immediately preceding term or renewal term (said limitations are collectively “the Rent Cap”). Annual rent will increase every five years after the original Term, with the first increase on the 1st day of the fifth year after the Commencement Date of this lease, as follows:

Years	Annual Rental Payment Each Year
2022-2027	\$6,500.00
If approved, 2028-2032	\$7,475.00
If approved, 2033-2037	\$8,596.25
If approved, 2038-2042	\$9,885.69
TOTAL: 20 years (IF all 3 renewals approved)	\$162,284.70

2.4 No later than six (6) months prior to the commencement of any renewal option, as applicable, Lessee shall submit a notice (the “Renewal Rent Notice”) to the City setting forth the annual rent for the upcoming renewal term.

2.5 The total rental payment of the Leased Premises for primary term and three (3) renewal terms if approved by City/Lessor will be \$162,284.70.

III. USE OF THE LAND

3.1 Lessee is granted the right during the Term of this Lease to the exclusive use the Leased Premises but shall maintain a full width servitude for all private and public utilities, especially for the Sewerage and Water Board of New Orleans (“SWBNO”) and Entergy.

3.2 No permanent structures are to be built on the leased premises. If a fence is to be installed, SWBNO shall be provided full ingress/egress at all times and access for maintenance, repairs and/or replacement of the existing utilities and drainage. SWB will not be responsible for replacement of the features constructed above the servitude.

3.3 Any construction on the leased premises is limited to “temporary” structures or improvements, which may include surface parking/landscaping. SWBNO will not be responsible for replacement of any improvements constructed above the servitude should their removal or damage be occasioned by the need to perform any repairs or replacements to SWBNO infrastructure within the Leased Premises.

3.4 Lessee will ensure that SWBNO maintenance crews will have access to the servitude should maintenance, repairs, or replacements be required. The Lessor will provide anticipated work dates when they become available.

3.5 At all times during the Primary Term and any renewal terms of this Lease, Lessee shall keep and maintain the Leased Premises or temporary improvements in good repair and condition, solely at Lessee’s own cost and expense.

3.6 Lessee expressly assumes one hundred percent (100%) of the financial obligations

associated with the construction, maintenance, and timely removal of any temporary improvements, as set forth in this Lease. In the event Lessee is unable to perform its obligations and City chooses, at its option, to perform Lessee's obligations, Lessee shall be obligated to immediately reimburse the City for any expenses the City incurs as a result of Lessee's failure to satisfy its obligations under this Section 3.6.

3.7 Lessee shall not place, affix, or maintain any signs, banners, advertising placards, names, insignia, trademarks, descriptive material, or any other similar item or items in, on, or attached to the Leased Premises. Violation of this provision will result in a fee/fine owed to the City of \$300 per day for any offense/infracton by the Lessee. Said fee/fine shall be payable within fifteen (15) days of notice of the offense/infracton from the City.

3.8 Lessee shall be solely responsible for the security of and within the temporary Improvements and the Leased Premises, including, without limitation, for the security of Lessee, and its officers, directors, employees, patients, students, agents, assigns, friends, guests, invitees, or any other person or party engaged in activities in any way relating to the Improvements. The security described above shall be provided for and be the sole responsibility of Lessee. Any and all activities relating to, on, or within any and all areas of the Leased Premises and Improvements shall be the sole responsibility of the Lessee.

3.9 This lease is entered into with the express understanding that no alcohol is to be sold, served, or consumed on the Leased Premises.

3.10 Prior to the signing of this Lease, Lessee has verified to its satisfaction that the intended use of the Leased Premises complies with all applicable zoning laws, regulations, ordinances, and all other city, state, and federal laws.

annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or similar acceptable to the City, is to be used in the policy.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

4.1.2. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the City. The Lessee shall be solely responsible for all deductibles and self-insured retentions.

4.1.3. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- a. Commercial General Liability. The City, its officers, agents, employees and volunteers shall be named as an additional insured on the Lessee's Commercial General Liability Policy as regards negligence of the Lessee and liability arising out of the use of and operations within the Leased Premises by Lessee. ISO Form CG 20 10 (for ongoing work), or equivalent, is to be used when applicable during construction. ISO Form Endorsement Additional Insured—Owners, Lessees or Contractors—Completed Operations (CG 20 37), or equivalent acceptable to the City, is to be used to provide additional coverage for injury or damage that occurs after the work is completed—work that is included within the “products-completed operations hazard.” ISO Form Additional Insured—Managers or Lessors of Premises (CG 20 11), or equivalent acceptable to the City, is also to be used.

The coverage shall contain no special limitations on the scope of protection afforded to the

City.

- b. The Lessee's insurance shall be primary coverage, at least as broad as ISO Form CG 20 01 04 13, as respects the City, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City shall be excess and non-contributory of the Lessee's insurance.
- c. Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this contract.
- d. **Workers Compensation and Employers Liability Coverage**
To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the City, its officers, agents, employees and volunteers for losses arising from work performed by the Lessee.
- f. **All Coverages**
 - i. Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 60 days.
 - ii. The acceptance of payment, failure of the City to require proof of compliance, or City's acceptance of a non-compliant certificate of insurance shall not release the Lessee from the obligations of the insurance requirements or indemnification agreement.
 - iii. The insurance companies issuing the policies shall have no recourse against the City for payment of premiums or for assessments under any form of the policies.
 - iv. Any failure of the City to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, agents, employees and volunteers.

- g. The obligations for Lessor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve Lessor from any liability as a result of their activities/operations in conjunction with this Lease.

4.1.4. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in Louisiana. Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Lessee shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

4.1.5. VERIFICATION OF COVERAGE

- a. Lessee shall furnish the City with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the City before work commences and upon any contract renewal or insurance policy renewal thereafter.

- b. The Certificate Holder shall be listed as follows and be delivered via US Mail to:

City of New Orleans
Division of Real Estate and Records
1300 Perdido Street, Room 5W06
New Orleans, Louisiana 70112.

- c. In addition to the Certificates, Lessee shall submit the declarations page for each insurance policy and copies of all required Additional Insured Endorsements. The City reserves the right to request complete certified copies of all required insurance policies at any time.

- d. Upon failure of the Lessee to furnish, deliver, and maintain required insurance, this contract, at the election of the City, may be suspended, discontinued, or terminated. Failure of the Lessee to purchase and/or maintain any required insurance shall not relieve the Lessee from any liability or indemnification under the contract.

4.1.6. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

- a. Lessee agrees to protect, defend, indemnify, save, and hold harmless, the City of New Orleans and its officers, directors, officials, agents, servants, employees, advisors, consultants, contractors, subcontractors, volunteers, or other representatives (collectively, the "City Indemnitees"), from and against any and all claims, demands, lawsuits, actions, damages, expenses, and liability for injury or death to any person, including, without limitation, employees, patients, students, and invitees of Lessee or employees of the City, or the damage, loss, or destruction of any property, including, without limitation, property of either Lessee or the City, or other loss or damage incurred by Lessee, which may occur, arise out of, or in any way relate to: (i) the acts, omissions, or misconduct of the Lessee, its employees, agents, servants, officers, directors, patients, visitors, students, contractors, or subcontractors; (ii) the breach by the Lessee of any of its obligations under this Lease; (iii) or the operations within and use of the Leased Premises by Lessee, its employees, agents, servants, officers, directors, patients, visitors, students, contractors, or subcontractors. The obligation to indemnify shall extend to and encompass all costs incurred by the City and any City Indemnitee in defending such claim, demand, lawsuit, action, or liability, including, without limitation, attorney, witness, and expert witness fees, and any other litigation related expenses.

- b. Lessee's obligations pursuant to this Section 4.1.6 will not extend to those claims, demands, suits, or causes of action arising out of the gross negligence of the City of New Orleans and its officers, agents, servants, employees, and volunteers.
- c. The Lessee has an immediate and independent obligation to, at the City's option: (a) defend the City and City Indemnitees from or (b) reimburse the City and City Indemnitees for their costs incurred in the defense of any claim, lawsuit, action, damage, expense, or liability that actually or potentially falls within this indemnity, even if: (i) the allegations are or may be groundless, false, or fraudulent; or (ii) the Lessee is ultimately absolved from liability.

4.2 At the end of every five (5) years there shall be a revaluation of the coverage amount of the comprehensive general liability insurance policy and excess/umbrella liability policy by the City and the Lessee to determine if the limits are adequate. If the City determines that the limits shall be raised, the Lessee shall implement such change within forty-five (45) days after its receipt of the written request from the City.

V. DEFAULT

5.1 Conditions of Default: The following are conditions that constitute default under this Lease:

- a. If Lessee fails to pay rent on or before the due date or fulfill any other monetary obligations of Lessee to City, and Lessee fails to cure such monetary default within ten (10) working days after written notice from City to Lessee of such monetary default.
- b. If Lessee fails to perform any of its other non-monetary obligations (including, without limitation, safety, permits, traffic study, structural reports, repair, or maintenance of Leased Premises) under this Lease when due or called for, and fails to cure such non-monetary default within fifteen (15) working days after written notice from the City; provided, however,

that if the nature of the non-monetary default is the result of a force majeure occurrence or is otherwise of a nature such that it cannot be fully cured within that fifteen (15) day period, Lessee shall have such additional time as is reasonably necessary to cure the default so long as Lessee is proceeding diligently to complete the necessary cure.

c. If Lessee shall be adjudged bankrupt, or a receiver be appointed for Lessee's property, or if Lessee's interest in this Lease shall pass by operation of law to any person or legal entity other than Lessee, or on the occurrence of dissolution, financial failure, or insolvency, and such adjudication, appointment, or order is not vacated, dismissed, or set aside within thirty (30) days from its entry.

5.2 Remedies for Default: If any of the conditions of default outlined above in Section 5.1 are found to exist, then the City's remedies are as follows:

a. If the reason for default is a late payment of rent by Lessee to the City, a penalty amount shall be added to rent payment. A payment is considered to be late if it is not paid to the City as required in Section II of this Lease. Commencing the first day after the due date, for every seven (7) calendar day period in which the City is not paid, a penalty amount of 15% of the amount then due will be assessed. Acceptance by the City of a portion of the amount due does not resolve the underpayment and/or tardiness of payment and the late payment shall continue to accrue at 15% for every seven (7) days the entire amount due is not remitted to the City. Additionally, if the rent to the City is thirty (30) days past due, the City reserves its ability to exercise all of the remaining remedies set forth under Section 5.2 (b) of this Lease.

b. For all other conditions of default, or as otherwise provided in Subsection 5.2(a), if Lessee does not cure the default, the City may: (i) elect to terminate this Lease immediately and seek all remedies as provided under law and equity, or (ii) demand that the rent for the entire unexpired term of this Lease shall accelerate and at once become due, without the necessity of

putting Lessee in default, together with all past due installments, costs, attorneys' fees, and right to possession.

c. If, upon the occurrence of a condition of default, the City elects to continue the Lease and so informs Lessee in writing, City will retain the right to recover rent and all other payments at such time as they become due under this Lease, and Lessee may not assign its interest in the Lease pursuant to Section VI of this Lease.

d. If the City elects to terminate this Lease for failure by Lessee to cure any of the conditions of default, Lessee expressly assumes one hundred percent (100%) of the financial obligations associated with the demolition and timely removal of the Improvements. Notwithstanding the foregoing, for a period of ninety (90) days following the expiration or earlier termination of this Lease, Lessee shall have the right to access the Leased Premises solely for the purpose of removing the Improvements in accordance with the applicable terms and conditions of the Lease. Lessee shall be responsible for all costs, labor, permits, and any other expenses related to or involved in the removal of the Improvements and any related or ancillary equipment.

e. If the City at any time by reason of Lessee's default pays any sum or does any act that requires payment of any sum, the sum paid by the City shall be immediately due and owing by Lessee to the City at the time the sum is paid; and, if paid by Lessee at a later date, shall bear interest at the rate of ten (10%) percent per annum commencing from the date the sum is paid by the City.

f. If the City institutes legal proceedings to enforce any of its rights or remedies under this Lease, then the City shall be entitled to a recovery of attorneys' fees, costs, and other expenses reasonably incurred by way of such action.

g. All rights and remedies provided under this Lease are cumulative and may be

pursued singularly, or in any combination, and in any order. Further, City shall have the right to pursue any one or all such remedies that may be provided in law or equity.

h. The failure to enforce any of the terms of this Lease will in no event be deemed a waiver of the right to enforce the terms and provisions at a later time.

VI. ASSIGNMENT

6.1 Except as herein provided, Lessee may not assign this Lease in whole or in part, nor sublet all or any portion of the Leased Premises or Improvements, without the prior written consent of City, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, such consent shall not be required if such assignment or sublease is from Lessee to a wholly-owned subsidiary of Lessee or to a wholly-owned subsidiary of Lessee's parent, if any.

6.2 The consent by City to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

6.3 No assignment, under letting, occupancy, or collection shall be deemed acceptance of the assignee, subtenant, or occupant as Lessee. Similarly, no assignment, under letting, occupancy, or collection shall be deemed a release of Lessee from further performance by Lessee of the covenants and requirements of this Lease on the part of Lessee, including, but not limited to the provisions of Sections II and III.

6.4 This prohibition against assignment or subleasing includes those by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

6.5 The City, by its acceptance hereof, acknowledges that Lessee may mortgage or collaterally assign its interest in and to this Lease and the leasehold estate created hereunder to institutional lenders providing financing to Lessee, to Lessee's parent, if any, or to any subsidiary or affiliate of Lessee. Lessee shall remain fully liable on this Lease and shall not be released from performing

any of the terms, covenants, and conditions hereof or any rents or other sums to be paid hereunder.

6.6 Notwithstanding anything to the contrary contained in this Lease, any assignment in contravention of this Section shall not constitute a default under this Lease but shall be null, void, and unenforceable.

VII. ESTOPPEL CERTIFICATION

7.1 Either party shall, without charge, and at any time, within thirty (30) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm, or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity of the Lease and that the Lease is in full force and effect; (c) as to the existence of any default hereunder; (d) as to the existence of any offsets, counterclaims, or defenses hereto on the part of such other party; (e) as to the commencement and expiration dates of the terms of this Lease and whether there are any remaining options to extend the Lease; and (f) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the party requesting it and any other person, firm, or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing same.

VIII. NOTICE

8.1 All notices, demands, and requests which may or are required to be given by either party to the other shall be in writing. All notices, demands, and requests by the City to Lessee shall be deemed to have been properly given if served personally on Lessee or if sent by United States Postal Service, registered mail, postage prepaid, addressed as follows:

To Lessee: DA Empire, LLC
 c/o Joey Lee and Airlanzo Wells

2800 Veterans Blvd
Metairie, LA 70002

or at such other place as Lessee may from time to time hereafter designate in written notices to the City. All notices, demands, payments, and requests by Lessee to the City shall be deemed to have been properly given or made if served personally on, or if sent by United States Postal Service, registered mail, postage prepaid, addressed as follows:

To the City: Director, Department of Property Management
 1300 Perdido Street, Room 5W08
 New Orleans, Louisiana 70112

With a Copy to: City Attorney
 1300 Perdido Street, Room 5E03
 New Orleans, Louisiana 70112

And With Copy to: Real Estate Administrator
 Division of Real Estate and Records
 1300 Perdido Street, Room 5W06
 New Orleans, Louisiana 70112

or such other officials or successors at the City Hall, New Orleans, Louisiana, or at such other place as the City may from time to time hereafter designate in a written notice to Lessee.

IX. AS-IS CONDITION AND WAIVER OF WARRANTY

9.1 Lessee acknowledges that it has inspected/visited the Leased Premises prior to execution of this Lease. As such, Lessee has had the opportunity to thoroughly inspect the Leased Premises and is fully aware of any actual or potential defects or deficiencies of the Leased Premises. Accordingly, Lessee accepts possession of the Lease Premises “as-is, where-is” and without any warranty whatsoever. Lessee waives any rights or claims against the City Indemnitees for damages or losses resulting from (i) defects existing on the property, if any, including hazardous materials, or (ii) Lessee’s use of the Lease Premises, including any and all acts or omissions of Lessee, and its and their volunteers, patients, students, vendors, contractors, subcontractors, employees, agents,

or invitees. **BY INITIALING BELOW, LESSEE EXPRESSLY ACKNOWLEDGES THAT LESSEE HAS READ THIS WAIVER, HAS HAD IT BROUGHT TO LESSEE'S ATTENTION, HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH ITS ATTORNEY, AND THAT LESSEE UNDERSTANDS AND ACCEPTS ITS TERMS.**

AW
Initials of Lessee's Authorized Representative

X. MANDATORY CITY LEASE PROVISIONS

10.1 Inspector General Statement: This section is intended to meet the statement requirements regarding the City of New Orleans Office of Inspector General, as codified in the Code of the City of New Orleans Chapter 2, Article XIII, Section 1120 (20)[Section 2-1120 (20)], as per Ordinance No. 24395 M.C.S. Lessee will abide by all provisions of City Code Section 2-1120, including but not limited to City Code Section 2-1120 (12), which requires the Lessee to provide the Office of Inspector General with documents and information as requested as related to this contract. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the Lessee agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena. Lessee further hereby expressly and explicitly agrees to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to said chapter.

10.2 Creature of Government: It is understood and agreed that the City, as a creature of government, may in the future have need of part or all of the Leased Premises, herein leased, for necessary public purposes. The City therefore retains the right to cancel and to remove from this Lease any portion of the Leased Premises which is needed for said necessary public purposes upon giving Lessee 60 (sixty) days written notice. Further, the City agrees to meet with Lessee in order

to discuss the necessity of any such cancellation, and to explore any available alternatives to such cancellation prior to the issuance of any such notice. In the event a partial cancellation is required, all rent thereafter shall be adjusted proportionately to the amount of the property removed from the Lessee's quiet possession, and the Lease shall continue to be valid and enforceable, in all its terms and conditions as to the remainder of the Leased Premises not canceled for necessary public purposes.

10.3 Convicted Felon Statement: The Lessee complies with §2-8(c) of the Code of the City and no principal or official of the Lessee has, within the preceding five years, pled guilty to or been convicted of a felony under state or federal statutes for embezzlement, theft of public records, bribery, falsification or destruction of public records, and/or receiving stolen property.

10.4 Non-Solicitation Statement: Lessee has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. Lessee has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

XI. MISCELLANEOUS

11.1 This Lease and the performance thereof shall be governed, interpreted, construed, and regulated by the laws, ordinances, and codes of the City, the State of Louisiana, and the United States Federal Government.

11.2 Lessee shall pay the cost of promulgation of the Ordinance authorizing this Lease.

11.3 The covenants and agreements contained in this Lease shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

11.4 Lessee shall pay for all utilities consumed by Lessee in the Leased Premises, including, without limitation, electricity, gas, water, telephone service, cable, internet, or any other similar service.

11.5 Lessee shall pay all real estate taxes and assessments imposed upon the Leased Premises, if imposed by any governmental body.

11.6 In the event any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11.7 Both parties acknowledge that public and private utilities will be allowed to cross the Leased Premises, if needed, to provide their appropriate services to property within the area.

11.8 Lessee shall comply with all applicable zoning laws, ordinances, and regulations of the City of New Orleans, as well as all applicable State or Federal laws, codes, and regulations.

[The remainder of this page is intentionally left blank]

(Signatures and Exhibits contained on the following pages)

THUS DONE AND PASSED in multiple originals on the 6TH day of June, 2022, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearers, and me Notary, after due reading of the whole.

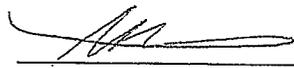
WITNESSES:

LESSEE: **DA EMPIRE, LLC**


Signature
Jennifer Kretschmann
Print Name:

BY: 
Airlanzo Wells
Its: Member/Manager


Signature
Jeffrey Knowles
Print Name:


NOTARY PUBLIC
Andrew Frogorian
Bar Roll # 32863
Lifetime Commission

**FIRST AMENDMENT TO
LEASE OF LAND AGREEMENT**

BY

CITY OF NEW ORLEANS

TO

DA EMPIRE, LLC

STATE OF LOUISIANA

PARISH OF ORLEANS

CITY OF NEW ORLEANS

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by Helena Moreno, Mayor (the “**City**” as “**Landlord**”), and Da Empire, LLC, represented by Airlanzo Wells, Manager (“**Tenant**”). The City and the Tenant are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, on June 6, 2022, Landlord and Tenant entered into a Lease of Land Agreement (the “**Lease**”) pursuant to which Landlord agreed to lease to Tenant certain premises described fully as:

Leased Premises

ONE CERTAIN PORTION OF GROUND, situated in the First Municipal District, City of New Orleans, Orleans Parish, Louisiana, lying adjacent to Squares 530 and 545 which forms a Portion of Lafayette (Late Cypress) Street Right-of-Way (Unconstructed) between S. Tonti Street and S. Galvez Street on a plan attached hereto as Exhibit “A,” and further described as follows:

Commencing on the Northern side of Lafayette Street (Unconstructed) at its intersection with the Western side of S. Tonti Street, the Point of Beginning, and thence along the Northern side of Lafayette Street (Unconstructed) a distance of 272’; thence a distance of 60’ to the Southern side of Lafayette Street (Unconstructed), thence a distance of 272’ to its intersection with the Western side of S. Tonti Street, and thence a distance of 60’ to the Point of Beginning. The area comprising a total of 16,320 square feet.

All measurements more or less and subject to survey; the parcel hereinafter is referred to as the “**Leased Premises**” or “A Portion of Lafayette Street Right-of-Way (Unconstructed)”.

WHEREAS, since the commencement of the Lease, Tenant utilized the Leased Premises for patron parking; and

WHEREAS, per the Lease, Tenant has not erected any signage on the Leased Premises, nor has Tenant sold or permitted the consumption of any alcohol on the Leased Premises; and

WHEREAS, Landlord has agreed to permit signage to be placed on the Leased Premises, so long as said signage is not permanent and may be removed without damage to the Leased Premises, and the Lease must be amended to reflect such a change; and

WHEREAS, Landlord has agreed to permit the sale and consumption of alcohol on the Leased Premises, and the Lease must be amended to reflect such a change; and

WHEREAS, Landlord and Tenant agreed to amend the lease to reflect an increase in the annual rent amount.

WHEREAS, the Parties desire to amend the Lease to address those changes.

NOW THEREFORE, the mutual covenants and conditions set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference. Capitalized terms used herein which are not otherwise defined shall have the same meaning ascribed to them in the Lease.

2. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Amendment, the parties may execute and exchange email counterparts of the signature pages, and email counterparts shall serve as originals.

3. Section 2.1 of the Lease is hereby deleted in its entirety and replaced with the following:

2.1 Annual Rent. This Lease is made for and in consideration of annual rent of Twelve Thousand Five Hundred Dollars (\$12,500.00). Payment of the annual rent shall begin on the effective date of this First Amendment and shall be made in accordance with the terms and conditions set forth in the Lease.

The City acknowledges that, pursuant to the original Lease, the Tenant incurred appraisal costs in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), and the City agreed to a one-time offset of One Thousand Two Hundred Fifty Dollars (\$1,250.00) against the 2022/2023 lease year rent. This prior offset shall remain recognized as completed, and no further offsets shall apply to future lease years.

4. Section 2.3 is amended to read as follows:

2.3 If Lessee wishes to exercise the applicable renewal options, Lessee agrees to pay the City annual rent during the applicable renewal-option term of one hundred fifteen percent (115%) of the annual rent paid during the immediately preceding term or renewal term (said limitations are collectively "the Rent Cap"). Annual rent will increase every five years after the original Term, with the first increase on the 1st day of the fifth year after the Commencement Date of this lease, as follows:

Years	Annual Rental Payment Each Year
2022-2025	\$6,825.00
2026-2027	\$12,500
If approved, 2028-2032	\$14,375.00
If approved, 2033-2037	\$16,531.25
If approved, 2038-2042	\$19,010.94
TOTAL: 20 years (If all 3 renewals approved)	\$295,060.95

5. Section 2.5 of the lease is amended to INCREASE the total rental payment of the Leased Premises from \$162,284.70 to **\$295,060.95** for the primary term, AND for each subsequent renewal term of three years if approved by the City.

6. Section 3.7 of the Lease is amended to allow for the erection of certain signage on the Leased Premises. Specifically, Tenant may erect signage reflecting the name of Tenant's business(es) that operate at the Leased Premises, under the express condition that the signage is not permanent, and that it be removeable from the Leased Premises without causing damage. Any damage to the Leased Premises resulting from Tenant's signage shall be repaired at Tenant's sole expense. All other terms and conditions of this section remain the same.

7. Section 3.9 of the Lease is amended to read as follows:

3.9 This lease is entered into with the express understanding that alcohol is permitted to be sold, served, and consumed on the Leased Premises.

8. Except for the modifications made herein, all other terms and conditions contained in the Original Lease shall remain in full force and effect.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

THUS DONE AND PASSED, in my office in New Orleans, Louisiana, on this _____ (day) of _____ (month), 20____, in the presence of the undersigned competent witnesses, and with the said appearer and me, a Notary Public, after due reading of the whole, the Parties hereto have executed this Amendment as of the Effective Date.

WITNESS:

By: _____

Printed Name: _____

LANDLORD:

CITY OF NEW ORLEANS

BY: _____

HELENA MORENO

Its: Mayor

WITNESS:

By: _____

Printed Name: _____

NOTARY PUBLIC

Printed Name: _____

Notary/Bar No: _____

State: _____

My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY:

Law Department

By: _____

Printed Name: _____

THIS DONE AND PASSED, on this _____ day of _____, 20_____.

WITNESS:

By: _____

Printed Name: _____

LESSEE:

DA EMPIRE, LLC

BY: _____

AIRLANZO WELLS,
Its: Managing Member

WITNESS:

By: _____

Printed Name: _____

NOTARY PUBLIC

Printed Name: _____

Notary/Bar No: _____

State: _____

My Commission Expires: _____

**FIRST AMENDMENT TO
LEASE OF LAND AGREEMENT**

THIS FIRST AMENDMENT TO LEASE OF LAND (“Lease”) is made and entered into this ___ day of September, 2025, by and between **DA EMPIRE, LLC**, (“Tenant”) and **CITY OF NEW ORLEANS** (as “Landlord”).

RECITALS

WHEREAS, Landlord and Tenant entered into a Lease of Land Agreement dated June 6, 2022, (the “Lease”) pursuant to which Landlord agreed to lease to Tenant certain premises described fully as:

Leased Premises

ONE CERTAIN PORTION OF GROUND, situated in the First Municipal District, City of New Orleans, Orleans Parish, Louisiana, lying adjacent to Squares 530 and 545 which forms a Portion of Lafayette (Late Cypress) Street Right-of-Way (Unconstructed) between S. Tonti Street and S. Galvez Street on a plan attached hereto as Exhibit “A,” and further described as follows:

Commencing on the Northern side of Lafayette Street (Unconstructed) at its intersection with the Western side of S. Tonti Street, the Point of Beginning, and thence along the Northern side of Lafayette Street (Unconstructed) a distance of 272’; thence a distance of 60’ to the Southern side of Lafayette Street (Unconstructed), thence a distance of 272’ to its intersection with the Western side of S. Tonti Street, and thence a distance of 60’ to the Point of Beginning. The area comprising a total of 16,320 square feet.

All measurements more or less and subject to survey; the parcel hereinafter is referred to as the “**Leased Premises**” or “A Portion of Lafayette Street Right-of-Way (Unconstructed)”.

WHEREAS, since the commencement of the Lease, Tenant utilized the Leased Premises for patron parking; and

WHEREAS, per the Lease, Tenant has not erected any signage on the Leased Premises, nor has Tenant sold or permitted the consumption of any alcohol on the Leased Premises; and

WHEREAS, Landlord has agreed to permit signage to be placed on the Leased Premises, so long as said signage is not permanent and may be removed without damage to the Leased Premises, and the Lease must be amended to reflect such a change; and

WHEREAS, Landlord has agreed to permit the sale and consumption of alcohol on the Leased Premises, and the Lease must be amended to reflect such a change; and

WHEREAS, the Parties desire to amend the Lease to address those changes.

AMENDMENT

NOW THEREFORE, the mutual covenants and conditions set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference. Capitalized terms used herein which are not otherwise defined shall have the same meaning ascribed to them in the Lease.
2. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Amendment, the parties may execute and exchange email counterparts of the signature pages, and email counterparts shall serve as originals.
3. Section 3.7 of the Lease is amended to allow for the erection of certain signage on the Leased Premises. Specifically, Tenant may erect signage reflecting the name of Tenant's business(es) that operate at the Leased Premises, under the express condition that the signage is not permanent, and that it be removeable from the Leased Premises without causing damage. Any damage to the Leased Premises resulting from Tenant's signage shall be repaired at Tenant's sole expense. All other terms and conditions of this section remain the same.
4. Section 3.9 of the Lease is amended to read as follows:

3.9 This lease is entered into with the express understanding that alcohol is permitted to be sold, served, and consumed on the Leased Premises.
5. Except for the modifications made herein, all other terms and conditions contained in the Original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

TENANT:

LANDLORD:

DA EMPIRE, L.L.C.

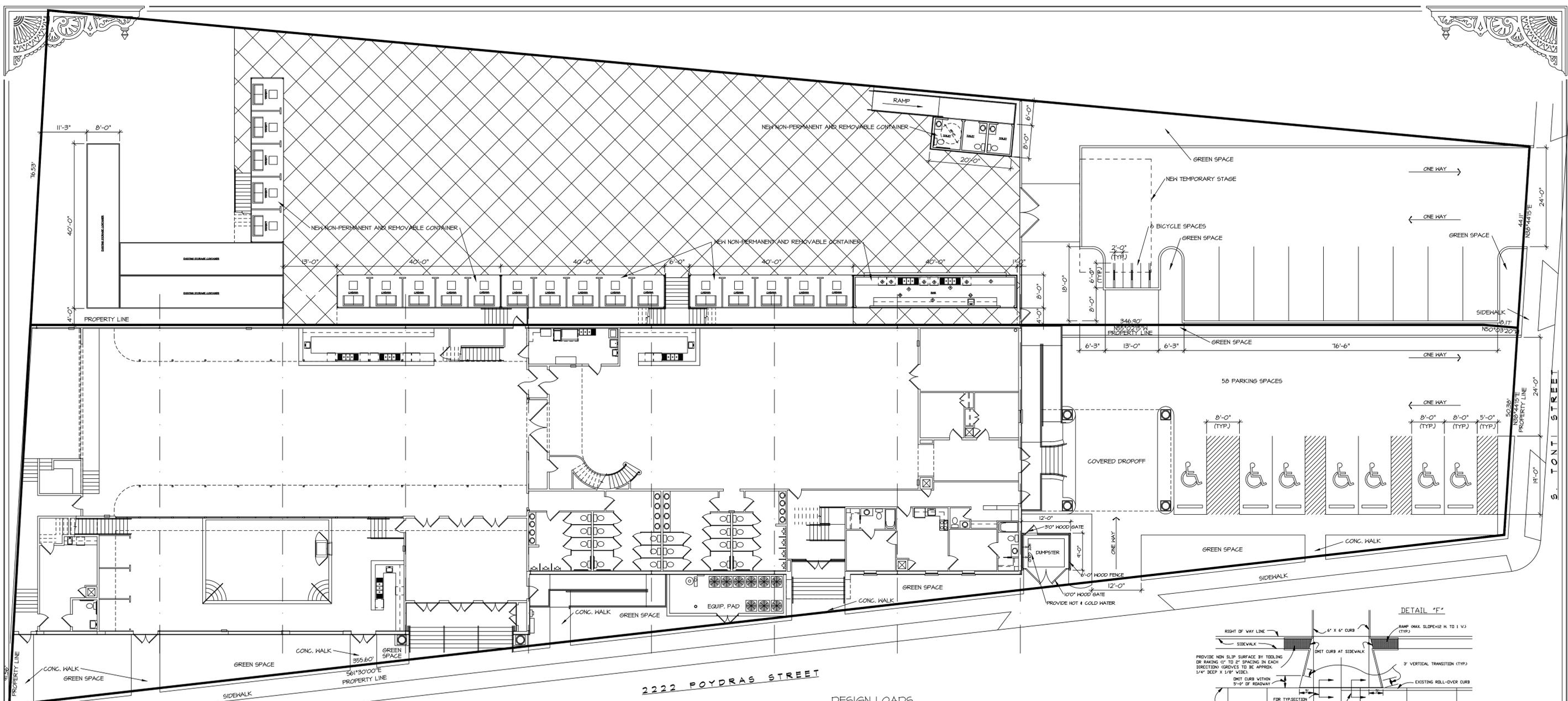
CITY OF NEW ORLEANS

By: Airlanzo Wells

By: _____

It's: Managing Member

It's: _____



2222 POYDRAS STREET



LOTS #1-4
SQUARE #545
DISTRICT 2
ORLEANS PARISH, LA

DESIGN LOADS

FLOOR LIVE LOAD (IMPOSED) = 75 PSF
 ROOF LIVE LOAD (IMPOSED) = 20 PSF

WIND LOADS:

WIND LOAD (SPEED) = 130 MPH
 WINDWARD WALL = 30 PSF HORIZONTAL (INTO)
 LEeward WALL = 20 PSF HORIZONTAL (AWAY)
 WINDWARD ROOF = 18 PSF NORMAL INTO ROOF (INTO)
 OR 10.1 PSF NORMAL UPLIFT (AWAY)
 LEeward ROOF = 24 PSF NORMAL UPLIFT (AWAY)
 UPLIFT ON ROOF SURFACE = 10 PSF

PROJECT LOCATION

2222 POYDRAS STREET
 LOT # 1, SQUARE #545
 FIRST DISTRICT
 ORLEANS PARISH, LA

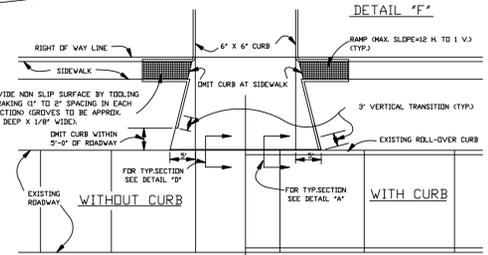
CONSTRUCTION TYPE : V - 1 HR, SPRINKLERED
 OCCUPANCY CLASSIFICATION : A-2 ASSEMBLY & R-2 RESIDENTIAL

TOTAL OCCUPANT LOAD = 1665

MINIMUM EGRESS WIDTH = 44"

BUILDING AREAS

BANQUET HALL SPACE 11044 S.F.
 POOL CLUB SPACE 2236 S.F.
 APARTMENT SPACE 3186 S.F.
 TOTAL: 16466 S.F.



PLAN OF NEW CURBED DRIVEWAY CONNECTING TO ROADWAY WITH OR WITHOUT CURBS.

BUILDING CONSTRUCTION

THE HURRICANE RESISTANCE CONSTRUCTION FOR THIS RESIDENCE WAS DESIGNED TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE 2012 INTERNATIONAL BUILDING CODE, SECTION R301.2.1, AS MANDATED BY THE EMERGENCY PROVISIONS OF LOUISIANA ACT 12 (SB44).

I HAVE RESEARCHED THE REQUIREMENTS OF THE 2012 INTERNATIONAL BUILDING CODE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THESE DRAWINGS ARE IN COMPLIANCE THEREWITH. I TAKE FULL RESPONSIBILITY FOR THE CONTENTS OF THESE DRAWINGS.

THE CONSTRUCTION OF THIS STRUCTURE IS TO CONFORM TO THE WIND AND FLOOD MITIGATION REQUIREMENTS OF THE 2012 INTERNATIONAL BUILDING CODE, ASCE 7 WIND LOADS, AS WELL AS THOSE REQUIRED BY FEMA.

THE STRUCTURE HAS BEEN DESIGNED FOR : THREE SECOND WIND GUST OF 130 MPH - BASED ON EXPOSURE C.

UPLIFT RESISTANCE IS REQUIRED AND SHALL BE CONTINUOUS FROM THE ROOF TO THE FOUNDATION.



4-24-2022

SIDEWALKS:

ALL SIDEWALKS SHALL BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE, WITH A COMPRESSIVE STRENGTH OF 2500 PSI IN TWENTY-EIGHT DAYS, AND A MINIMUM THICKNESS OF FIVE INCHES.

ALL SIDEWALKS TO HAVE A WIDTH OF FOUR (4) FEET AND SHALL BE CONSTRUCTED AS PER THE LOCATION SHOWN ON THIS PLAN.

ALL SIDEWALKS SHALL BE SCORED TO A DEPTH OF 3/4" AT FOUR FOOT INTERVALS, WITH EXPANSION JOINTS PLACED AT TWENTY FOOT INTERVALS.

EXPANSION JOINTS SHALL BE CONSTRUCTED OF 1/2" THICK PRE-MOLDED EXPANSION MATERIAL WITH ALL CORNERS TO BE FORMED BY EXPANSION JOINTS.

ANY SIDEWALK OR ACCESSIBLE ROUTE THAT IS NOT AT A LEVEL ELEVATION AT ITS INTERSECTION WITH A DRIVEWAY OR STREET WILL BE REQUIRED TO INSTALL A CURB RAMP AT A MAXIMUM SLOPE OF 1:12, WITH A MAXIMUM RISE OF 50" AND A MINIMUM LEVEL STRAIGHT CURB SEGMENT OF 48".

SIDEWALK SHALL BE SLOPED 1 INCH TOWARDS THE STREET

ALL RAMP LEADING TO HAZARDOUS VEHICULAR AREAS SHALL HAVE DETECTABLE WARNINGS ON WALKING SURFACE AS PER CODE.

DRIVEWAYS:

ALL DRIVEWAYS BETWEEN STREET AND PROPERTY LINE SHALL BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE, WITH A COMPRESSIVE STRENGTH OF 3000 PSI IN TWENTY-EIGHT DAYS AND A MINIMUM THICKNESS OF EIGHT INCHES.

ALL DRIVEWAYS BETWEEN STREET AND PROPERTY LINE CONNECTING WITH AN EXISTING ROADWAY TO BE CONSTRUCTED IN ACCORDANCE WITH DETAIL AS SHOWN ON THIS PLAN.

EXACT LOCATIONS OF ROADWAY AND DRIVEWAY CURBING WILL BE DETERMINED IN THE FIELD BY A REPRESENTATIVE OF THE DEPARTMENT OF ENGINEERING.

CONTRACTOR WILL CONTACT THE DEPARTMENT OF ENGINEERING, #136-6743, TWO DAYS PRIOR TO THE FORMING OF THE DRIVEWAYS CONNECTING TO THE ROADWAY.

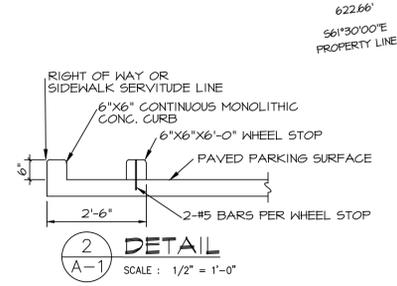
GENERAL NOTES:

PROVIDE DRAFT STOPS BETWEEN SUSPENDED CEILING AND DECKING AT 50'-0" IN EACH DIRECTION.

PROVIDE FIRE STOPS IN ALL CONCEALED SPACES BOTH HORIZONTAL AND VERTICALLY AT EVERY 10'-0".

PARKING SPACE REQUIREMENTS NOTE:

PARKING SPACES FOR PHYSICALLY HANDICAPPED PEOPLE SHALL BE AT LEAST 8' WIDE AND SHALL HAVE AN ADJACENT ACCESS AISLE 5' WIDE MINIMUM (SEE FIG. A). PARKING ACCESS AISLE SHALL BE PART OF THE ACCESSIBLE ROUTE TO THE BUILDING OR FACILITY ENTRANCE. TWO ACCESSIBLE PARKING SPACES MAY SHARE A COMMON ACCESS AISLE. PARKED VEHICLE OVERHANGS SHALL NOT REDUCE THE CLEAR WIDTH OF AN ACCESSIBLE CIRCULATION ROUTE. ACCESSIBLE PARKING SPACES SHALL BE DESIGNATED AS RESERVED FOR PHYSICALLY HANDICAPPED PEOPLE BY A SIGN SHOWING THE SYMBOL OF ACCESSIBILITY. SUCH SIGNS SHALL NOT BE OBTURED BY A VEHICLE PARKED IN THE SPACE.



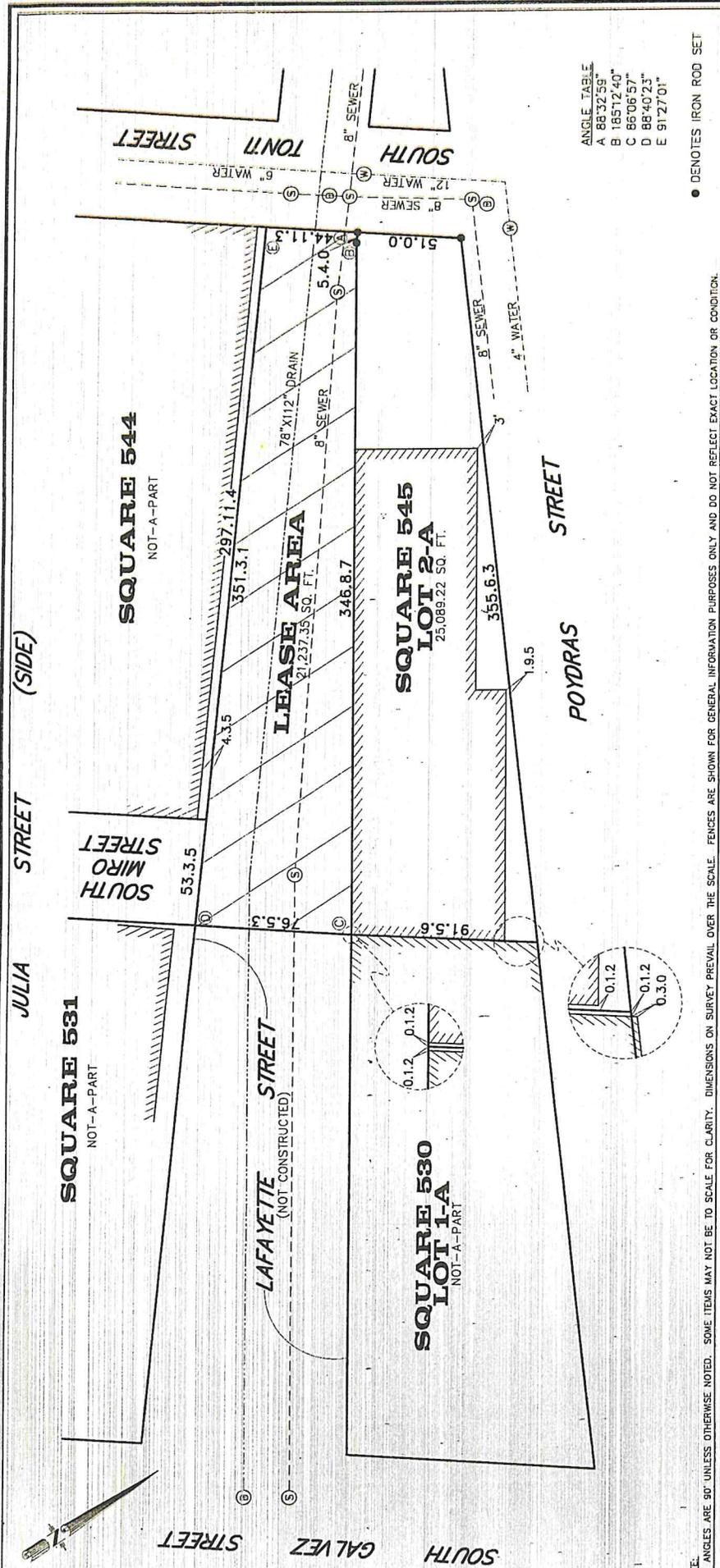
2 A-1 SCALE: 1/2" = 1'-0"

THIS PLAN AND SPECIFICATION HAS BEEN PREPARED BY ME OR UNDER MY CLOSE SUPERVISION. TO THE BEST OF MY KNOWLEDGE AND BELIEF, THEY COMPLY WITH ALL CITY CODE REQUIREMENTS. I AM NOT ADMINISTERING THE WORK.

REG. NO. 4352

Alteration to or deviation from the information shown on this sheet, without advance approval, in writing, from the Architect, may void Olde Orleans Designs responsibility.

© 2022, Olde Orleans Designs, Inc.



ANGLE TABLE

A	88°32'59"
B	185°12'40"
C	86°06'57"
D	88°40'23"
E	91°27'01"

● DENOTES IRON ROD SET

ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED. SOME ITEMS MAY NOT BE TO SCALE FOR CLARITY. DIMENSIONS ON SURVEY PREVAIL OVER THE SCALE. FENCES ARE SHOWN FOR GENERAL INFORMATION PURPOSES ONLY AND DO NOT REFLECT EXACT LOCATION OR CONDITION.

**BOUNDARY SURVEY OF
A PORTION OF LAFAYETTE
STREET RIGHT OF WAY
FOR LEASE TO LOT 2-A
SQUARE 545
FIRST DISTRICT
ORLEANS PARISH, LA**

R. W. KREBS
PROFESSIONAL LAND SURVEYING, LLC
RICHMOND W. KREBS, SR., PLS
3445 N. CAUSEWAY BLVD, SUITE 201
METairie, LA 70002
PHONE: (504) 889-0816
FAX: (504) 889-0816
E-MAIL: info@r.w.krebs.com
WEB: www.r.w.krebs.com



THIS IS TO CERTIFY THAT THE PROPERTY BOUNDARY SURVEY RECORDED HEREON WAS MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS AS STIPULATED IN LOUISIANA ADMINISTRATIVE CODE, TITLE 46:LSA, CHAPTER 29 FOR A CLASS "C" (SUBURBAN) SURVEY.

MADE AT THE REQUEST OF WELLS ONE INVESTMENTS, LLC
REVISED TO ADD LEASE AREA INFO JULY 14, 2022

BY: *[Signature]*
RICHMOND W. KREBS, SR., PLS, No. 4336

DATE: FEBRUARY 14, 2022
SCALE: 1" = 50'
JOB #: 220295

DRAWN BY: NDK
CHECKED BY: RWK

GENERAL NOTES

1. THE SEVERITIES SHOWN ON THIS SURVEY ARE LIMITED TO THOSE FURNISHED US AND THERE IS NO REPRESENTATION MADE AS TO THE ACCURACY OF THE DATA HEREON, THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPLYING THE DATA FOR THIS SURVEY.

2. THE BENCHMARK SURVEY SHALL NOT CONSTITUTE A LEGAL OPINION OF TITLE AND SHALL NOT BE USED AS EVIDENCE FOR THAT PURPOSE. THERE IS NO WARRANTY THAT IT CONVEYS A LEGAL TITLE, AND WAS MADE SOLELY ACCORDING TO THE INFORMATION PROVIDED THE SURVEYOR.

ELEVATION NOTES

THIS IS CERTIFY THAT SUBJECT PROPERTY IS LOCATED IN THE FOLLOWING FLOOD ZONE, PER INSURANCE RATE MAP (FIRM) DATED: 09/30/2016
FLOOD ZONE: AE
COMMUNITY PANEL #: 22071C 0229 F
BASE FLOOD ELEVATION: -2.0'

REFERENCE NOTES

ANGLES AND/OR BEARINGS ARE BASED ON REFERENCE PLAN #1
REFERENCE PLAN #1: D'HEMECOURT CITY SQUARE MAP

LEASE OF LAND

STATE OF LOUISIANA

BY

PARISH OF ORLEANS

CITY OF NEW ORLEANS

CITY OF NEW ORLEANS

TO

DA EMPIRE, LLC

BE IT KNOWN that on the dates set forth below, before us, duly commissioned and qualified Notaries Public in and for the Parish and State aforesaid, and the undersigned competent witnesses, in whose presence this act is passed and executed this day in my office, personally came and appeared:

- (1) **THE CITY OF NEW ORLEANS**, herein represented by LaToya Cantrell, its Mayor, acting under and by virtue of authorization contained in Ordinance No. 29161 M.C.S., adopted on September 15, 2022, a certified copy of which is annexed hereto and made a part hereof (The City of New Orleans being hereinafter referred to as "City" or "Lessor") and
- (2) **DA EMPIRE, LLC** a Louisiana limited liability company, with a domicile address of 2222 Poydras Street, New Orleans LA 70119, herein represented by Airlando Wells, its member, duly authorized to appear herein on its behalf (hereinafter referred to as "Lessee").

WHO DECLARED THAT:

For and in consideration of the rents hereinafter stipulated to be paid by Lessee, and of the performance and observance by Lessee of the covenants, conditions, and stipulations hereinafter contained, City has leased, let, and demised unto Lessee, its successors and assigns, the following described property belonging to the City (hereinafter referred to as "Leased Premises" or "Portion of Lafayette Street Right-of-Way"):

Leased Premises

ONE CERTAIN PORTION OF GROUND, situated in the First Municipal District, City of New Orleans, Orleans Parish, Louisiana, lying adjacent to Squares 530 and 545 which forms a Portion of Lafayette (Late Cypress) Street Right-of-Way (Unconstructed) between S. Tonti Street and S. Galvez Street on a plan attached hereto as Exhibit "A," and further described as follows:

Commencing on the Northern side of Lafayette Street (Unconstructed) at its intersection with the Western side of S. Tonti Street, the Point of Beginning, and thence along the Northern side of Lafayette Street (Unconstructed) a distance of 272'; thence a distance of 60' to the Southern side of Lafayette Street (Unconstructed), thence a distance of 272' to its intersection with the Western side of S. Tonti Street, and thence a distance of 60' to the Point of Beginning. The area comprising a total of 16,320 square feet.

All measurements more or less and subject to survey; the parcel hereinafter is referred to as the "**Leased Premises**" or "A Portion of Lafayette Street Right-of-Way (Unconstructed)".

I. TERM

1.1 The original Term of this Lease shall be five (5) years (the "Primary Term"), commencing on the Commencement Date (provided below), with three (5) consecutive renewal options of five (5) years each ("Renewal Options") with written approval by the City prior to the commencement of each additional term.

II. RENT

2.1 This Lease is made for and in consideration of annual rent of \$ 6,500.00. Payment of the annual rent shall begin on June 8, 2022, the "Commencement Date." The City acknowledges the cost of the appraisal of the market lease rate for subject property in the amount of \$2,500.00. The City of New Orleans agrees to a one-time off-set in 2022 of the annual rent in the amount of \$1,250.00 representing 50% of the cost of the appraisal incurred by Lessee. Payment of \$5,250.00

will be accepted for 2022/2023 lease year.

2.2 **Payment of monthly rent shall be made at the office of the Department of Property Management, Division of Real Estate and Records, Room 5W06, City Hall, 1300 Perdido Street, New Orleans, Louisiana 70112, or at such other place as the City shall designate in writing.**

2.3 If Lessee wishes to exercise the applicable renewal options, Lessee agrees to pay the City annual rent during the applicable renewal-option term of one hundred fifteen percent (115%) of the annual rent paid during the immediately preceding term or renewal term (said limitations are collectively “the Rent Cap”). Annual rent will increase every five years after the original Term, with the first increase on the 1st day of the fifth year after the Commencement Date of this lease, as follows:

Years	Annual Rental Payment Each Year
2022-2027	\$6,500.00
If approved, 2028-2032	\$7,475.00
If approved, 2033-2037	\$8,596.25
If approved, 2038-2042	\$9,885.69
TOTAL: 20 years (IF all 3 renewals approved)	\$162,284.70

2.4 No later than six (6) months prior to the commencement of any renewal option, as applicable, Lessee shall submit a notice (the “Renewal Rent Notice”) to the City setting forth the annual rent for the upcoming renewal term.

2.5 The total rental payment of the Leased Premises for primary term and three (3) renewal terms if approved by City/Lessor will be \$162,284.70.

III. USE OF THE LAND

3.1 Lessee is granted the right during the Term of this Lease to the exclusive use the Leased Premises but shall maintain a full width servitude for all private and public utilities, especially for the Sewerage and Water Board of New Orleans (“SWBNO”) and Entergy.

3.2 No permanent structures are to be built on the leased premises. If a fence is to be installed, SWBNO shall be provided full ingress/egress at all times and access for maintenance, repairs and/or replacement of the existing utilities and drainage. SWB will not be responsible for replacement of the features constructed above the servitude.

3.3 Any construction on the leased premises is limited to “temporary” structures or improvements, which may include surface parking/landscaping. SWBNO will not be responsible for replacement of any improvements constructed above the servitude should their removal or damage be occasioned by the need to perform any repairs or replacements to SWBNO infrastructure within the Leased Premises.

3.4 Lessee will ensure that SWBNO maintenance crews will have access to the servitude should maintenance, repairs, or replacements be required. The Lessor will provide anticipated work dates when they become available.

3.5 At all times during the Primary Term and any renewal terms of this Lease, Lessee shall keep and maintain the Leased Premises or temporary improvements in good repair and condition, solely at Lessee’s own cost and expense.

3.6 Lessee expressly assumes one hundred percent (100%) of the financial obligations

associated with the construction, maintenance, and timely removal of any temporary improvements, as set forth in this Lease. In the event Lessee is unable to perform its obligations and City chooses, at its option, to perform Lessee's obligations, Lessee shall be obligated to immediately reimburse the City for any expenses the City incurs as a result of Lessee's failure to satisfy its obligations under this Section 3.6.

3.7 Lessee shall not place, affix, or maintain any signs, banners, advertising placards, names, insignia, trademarks, descriptive material, or any other similar item or items in, on, or attached to the Leased Premises. Violation of this provision will result in a fee/fine owed to the City of \$300 per day for any offense/infracton by the Lessee. Said fee/fine shall be payable within fifteen (15) days of notice of the offense/infracton from the City.

3.8 Lessee shall be solely responsible for the security of and within the temporary Improvements and the Leased Premises, including, without limitation, for the security of Lessee, and its officers, directors, employees, patients, students, agents, assigns, friends, guests, invitees, or any other person or party engaged in activities in any way relating to the Improvements. The security described above shall be provided for and be the sole responsibility of Lessee. Any and all activities relating to, on, or within any and all areas of the Leased Premises and Improvements shall be the sole responsibility of the Lessee.

3.9 This lease is entered into with the express understanding that no alcohol is to be sold, served, or consumed on the Leased Premises.

3.10 Prior to the signing of this Lease, Lessee has verified to its satisfaction that the intended use of the Leased Premises complies with all applicable zoning laws, regulations, ordinances, and all other city, state, and federal laws.

annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or similar acceptable to the City, is to be used in the policy.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

4.1.2. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the City. The Lessee shall be solely responsible for all deductibles and self-insured retentions.

4.1.3. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- a. Commercial General Liability. The City, its officers, agents, employees and volunteers shall be named as an additional insured on the Lessee's Commercial General Liability Policy as regards negligence of the Lessee and liability arising out of the use of and operations within the Leased Premises by Lessee. ISO Form CG 20 10 (for ongoing work), or equivalent, is to be used when applicable during construction. ISO Form Endorsement Additional Insured—Owners, Lessees or Contractors—Completed Operations (CG 20 37), or equivalent acceptable to the City, is to be used to provide additional coverage for injury or damage that occurs after the work is completed—work that is included within the “products-completed operations hazard.” ISO Form Additional Insured—Managers or Lessors of Premises (CG 20 11), or equivalent acceptable to the City, is also to be used.

The coverage shall contain no special limitations on the scope of protection afforded to the

City.

- b. The Lessee's insurance shall be primary coverage, at least as broad as ISO Form CG 20 01 04 13, as respects the City, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City shall be excess and non-contributory of the Lessee's insurance.
- c. Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this contract.
- d. **Workers Compensation and Employers Liability Coverage**
To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the City, its officers, agents, employees and volunteers for losses arising from work performed by the Lessee.
- f. **All Coverages**
 - i. Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 60 days.
 - ii. The acceptance of payment, failure of the City to require proof of compliance, or City's acceptance of a non-compliant certificate of insurance shall not release the Lessee from the obligations of the insurance requirements or indemnification agreement.
 - iii. The insurance companies issuing the policies shall have no recourse against the City for payment of premiums or for assessments under any form of the policies.
 - iv. Any failure of the City to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, agents, employees and volunteers.

- g. The obligations for Lessor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve Lessor from any liability as a result of their activities/operations in conjunction with this Lease.

4.1.4. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in Louisiana. Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Lessee shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

4.1.5. VERIFICATION OF COVERAGE

- a. Lessee shall furnish the City with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the City before work commences and upon any contract renewal or insurance policy renewal thereafter.

- b. The Certificate Holder shall be listed as follows and be delivered via US Mail to:

City of New Orleans
Division of Real Estate and Records
1300 Perdido Street, Room 5W06
New Orleans, Louisiana 70112.

- c. In addition to the Certificates, Lessee shall submit the declarations page for each insurance policy and copies of all required Additional Insured Endorsements. The City reserves the right to request complete certified copies of all required insurance policies at any time.

- d. Upon failure of the Lessee to furnish, deliver, and maintain required insurance, this contract, at the election of the City, may be suspended, discontinued, or terminated. Failure of the Lessee to purchase and/or maintain any required insurance shall not relieve the Lessee from any liability or indemnification under the contract.

4.1.6. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

- a. Lessee agrees to protect, defend, indemnify, save, and hold harmless, the City of New Orleans and its officers, directors, officials, agents, servants, employees, advisors, consultants, contractors, subcontractors, volunteers, or other representatives (collectively, the "City Indemnitees"), from and against any and all claims, demands, lawsuits, actions, damages, expenses, and liability for injury or death to any person, including, without limitation, employees, patients, students, and invitees of Lessee or employees of the City, or the damage, loss, or destruction of any property, including, without limitation, property of either Lessee or the City, or other loss or damage incurred by Lessee, which may occur, arise out of, or in any way relate to: (i) the acts, omissions, or misconduct of the Lessee, its employees, agents, servants, officers, directors, patients, visitors, students, contractors, or subcontractors; (ii) the breach by the Lessee of any of its obligations under this Lease; (iii) or the operations within and use of the Leased Premises by Lessee, its employees, agents, servants, officers, directors, patients, visitors, students, contractors, or subcontractors. The obligation to indemnify shall extend to and encompass all costs incurred by the City and any City Indemnitee in defending such claim, demand, lawsuit, action, or liability, including, without limitation, attorney, witness, and expert witness fees, and any other litigation related expenses.

- b. Lessee's obligations pursuant to this Section 4.1.6 will not extend to those claims, demands, suits, or causes of action arising out of the gross negligence of the City of New Orleans and its officers, agents, servants, employees, and volunteers.
- c. The Lessee has an immediate and independent obligation to, at the City's option: (a) defend the City and City Indemnitees from or (b) reimburse the City and City Indemnitees for their costs incurred in the defense of any claim, lawsuit, action, damage, expense, or liability that actually or potentially falls within this indemnity, even if: (i) the allegations are or may be groundless, false, or fraudulent; or (ii) the Lessee is ultimately absolved from liability.

4.2 At the end of every five (5) years there shall be a revaluation of the coverage amount of the comprehensive general liability insurance policy and excess/umbrella liability policy by the City and the Lessee to determine if the limits are adequate. If the City determines that the limits shall be raised, the Lessee shall implement such change within forty-five (45) days after its receipt of the written request from the City.

V. DEFAULT

5.1 Conditions of Default: The following are conditions that constitute default under this Lease:

- a. If Lessee fails to pay rent on or before the due date or fulfill any other monetary obligations of Lessee to City, and Lessee fails to cure such monetary default within ten (10) working days after written notice from City to Lessee of such monetary default.
- b. If Lessee fails to perform any of its other non-monetary obligations (including, without limitation, safety, permits, traffic study, structural reports, repair, or maintenance of Leased Premises) under this Lease when due or called for, and fails to cure such non-monetary default within fifteen (15) working days after written notice from the City; provided, however,

that if the nature of the non-monetary default is the result of a force majeure occurrence or is otherwise of a nature such that it cannot be fully cured within that fifteen (15) day period, Lessee shall have such additional time as is reasonably necessary to cure the default so long as Lessee is proceeding diligently to complete the necessary cure.

c. If Lessee shall be adjudged bankrupt, or a receiver be appointed for Lessee's property, or if Lessee's interest in this Lease shall pass by operation of law to any person or legal entity other than Lessee, or on the occurrence of dissolution, financial failure, or insolvency, and such adjudication, appointment, or order is not vacated, dismissed, or set aside within thirty (30) days from its entry.

5.2 Remedies for Default: If any of the conditions of default outlined above in Section 5.1 are found to exist, then the City's remedies are as follows:

a. If the reason for default is a late payment of rent by Lessee to the City, a penalty amount shall be added to rent payment. A payment is considered to be late if it is not paid to the City as required in Section II of this Lease. Commencing the first day after the due date, for every seven (7) calendar day period in which the City is not paid, a penalty amount of 15% of the amount then due will be assessed. Acceptance by the City of a portion of the amount due does not resolve the underpayment and/or tardiness of payment and the late payment shall continue to accrue at 15% for every seven (7) days the entire amount due is not remitted to the City. Additionally, if the rent to the City is thirty (30) days past due, the City reserves its ability to exercise all of the remaining remedies set forth under Section 5.2 (b) of this Lease.

b. For all other conditions of default, or as otherwise provided in Subsection 5.2(a), if Lessee does not cure the default, the City may: (i) elect to terminate this Lease immediately and seek all remedies as provided under law and equity, or (ii) demand that the rent for the entire unexpired term of this Lease shall accelerate and at once become due, without the necessity of

putting Lessee in default, together with all past due installments, costs, attorneys' fees, and right to possession.

c. If, upon the occurrence of a condition of default, the City elects to continue the Lease and so informs Lessee in writing, City will retain the right to recover rent and all other payments at such time as they become due under this Lease, and Lessee may not assign its interest in the Lease pursuant to Section VI of this Lease.

d. If the City elects to terminate this Lease for failure by Lessee to cure any of the conditions of default, Lessee expressly assumes one hundred percent (100%) of the financial obligations associated with the demolition and timely removal of the Improvements. Notwithstanding the foregoing, for a period of ninety (90) days following the expiration or earlier termination of this Lease, Lessee shall have the right to access the Leased Premises solely for the purpose of removing the Improvements in accordance with the applicable terms and conditions of the Lease. Lessee shall be responsible for all costs, labor, permits, and any other expenses related to or involved in the removal of the Improvements and any related or ancillary equipment.

e. If the City at any time by reason of Lessee's default pays any sum or does any act that requires payment of any sum, the sum paid by the City shall be immediately due and owing by Lessee to the City at the time the sum is paid; and, if paid by Lessee at a later date, shall bear interest at the rate of ten (10%) percent per annum commencing from the date the sum is paid by the City.

f. If the City institutes legal proceedings to enforce any of its rights or remedies under this Lease, then the City shall be entitled to a recovery of attorneys' fees, costs, and other expenses reasonably incurred by way of such action.

g. All rights and remedies provided under this Lease are cumulative and may be

pursued singularly, or in any combination, and in any order. Further, City shall have the right to pursue any one or all such remedies that may be provided in law or equity.

h. The failure to enforce any of the terms of this Lease will in no event be deemed a waiver of the right to enforce the terms and provisions at a later time.

VI. ASSIGNMENT

6.1 Except as herein provided, Lessee may not assign this Lease in whole or in part, nor sublet all or any portion of the Leased Premises or Improvements, without the prior written consent of City, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, such consent shall not be required if such assignment or sublease is from Lessee to a wholly-owned subsidiary of Lessee or to a wholly-owned subsidiary of Lessee's parent, if any.

6.2 The consent by City to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

6.3 No assignment, under letting, occupancy, or collection shall be deemed acceptance of the assignee, subtenant, or occupant as Lessee. Similarly, no assignment, under letting, occupancy, or collection shall be deemed a release of Lessee from further performance by Lessee of the covenants and requirements of this Lease on the part of Lessee, including, but not limited to the provisions of Sections II and III.

6.4 This prohibition against assignment or subleasing includes those by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

6.5 The City, by its acceptance hereof, acknowledges that Lessee may mortgage or collaterally assign its interest in and to this Lease and the leasehold estate created hereunder to institutional lenders providing financing to Lessee, to Lessee's parent, if any, or to any subsidiary or affiliate of Lessee. Lessee shall remain fully liable on this Lease and shall not be released from performing

any of the terms, covenants, and conditions hereof or any rents or other sums to be paid hereunder.

6.6 Notwithstanding anything to the contrary contained in this Lease, any assignment in contravention of this Section shall not constitute a default under this Lease but shall be null, void, and unenforceable.

VII. ESTOPPEL CERTIFICATION

7.1 Either party shall, without charge, and at any time, within thirty (30) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm, or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity of the Lease and that the Lease is in full force and effect; (c) as to the existence of any default hereunder; (d) as to the existence of any offsets, counterclaims, or defenses hereto on the part of such other party; (e) as to the commencement and expiration dates of the terms of this Lease and whether there are any remaining options to extend the Lease; and (f) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the party requesting it and any other person, firm, or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing same.

VIII. NOTICE

8.1 All notices, demands, and requests which may or are required to be given by either party to the other shall be in writing. All notices, demands, and requests by the City to Lessee shall be deemed to have been properly given if served personally on Lessee or if sent by United States Postal Service, registered mail, postage prepaid, addressed as follows:

To Lessee: DA Empire, LLC
 c/o Joey Lee and Airlanzo Wells

2800 Veterans Blvd
Metairie, LA 70002

or at such other place as Lessee may from time to time hereafter designate in written notices to the City. All notices, demands, payments, and requests by Lessee to the City shall be deemed to have been properly given or made if served personally on, or if sent by United States Postal Service, registered mail, postage prepaid, addressed as follows:

To the City: Director, Department of Property Management
1300 Perdido Street, Room 5W08
New Orleans, Louisiana 70112

With a Copy to: City Attorney
1300 Perdido Street, Room 5E03
New Orleans, Louisiana 70112

And With Copy to: Real Estate Administrator
Division of Real Estate and Records
1300 Perdido Street, Room 5W06
New Orleans, Louisiana 70112

or such other officials or successors at the City Hall, New Orleans, Louisiana, or at such other place as the City may from time to time hereafter designate in a written notice to Lessee.

IX. AS-IS CONDITION AND WAIVER OF WARRANTY

9.1 Lessee acknowledges that it has inspected/visited the Leased Premises prior to execution of this Lease. As such, Lessee has had the opportunity to thoroughly inspect the Leased Premises and is fully aware of any actual or potential defects or deficiencies of the Leased Premises. Accordingly, Lessee accepts possession of the Lease Premises “as-is, where-is” and without any warranty whatsoever. Lessee waives any rights or claims against the City Indemnitees for damages or losses resulting from (i) defects existing on the property, if any, including hazardous materials, or (ii) Lessee’s use of the Lease Premises, including any and all acts or omissions of Lessee, and its and their volunteers, patients, students, vendors, contractors, subcontractors, employees, agents,

or invitees. **BY INITIALING BELOW, LESSEE EXPRESSLY ACKNOWLEDGES THAT LESSEE HAS READ THIS WAIVER, HAS HAD IT BROUGHT TO LESSEE'S ATTENTION, HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH ITS ATTORNEY, AND THAT LESSEE UNDERSTANDS AND ACCEPTS ITS TERMS.**

AW
Initials of Lessee's Authorized Representative

X. MANDATORY CITY LEASE PROVISIONS

10.1 Inspector General Statement: This section is intended to meet the statement requirements regarding the City of New Orleans Office of Inspector General, as codified in the Code of the City of New Orleans Chapter 2, Article XIII, Section 1120 (20)[Section 2-1120 (20)], as per Ordinance No. 24395 M.C.S. Lessee will abide by all provisions of City Code Section 2-1120, including but not limited to City Code Section 2-1120 (12), which requires the Lessee to provide the Office of Inspector General with documents and information as requested as related to this contract. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the Lessee agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena. Lessee further hereby expressly and explicitly agrees to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to said chapter.

10.2 Creature of Government: It is understood and agreed that the City, as a creature of government, may in the future have need of part or all of the Leased Premises, herein leased, for necessary public purposes. The City therefore retains the right to cancel and to remove from this Lease any portion of the Leased Premises which is needed for said necessary public purposes upon giving Lessee 60 (sixty) days written notice. Further, the City agrees to meet with Lessee in order

to discuss the necessity of any such cancellation, and to explore any available alternatives to such cancellation prior to the issuance of any such notice. In the event a partial cancellation is required, all rent thereafter shall be adjusted proportionately to the amount of the property removed from the Lessee's quiet possession, and the Lease shall continue to be valid and enforceable, in all its terms and conditions as to the remainder of the Leased Premises not canceled for necessary public purposes.

10.3 Convicted Felon Statement: The Lessee complies with §2-8(c) of the Code of the City and no principal or official of the Lessee has, within the preceding five years, pled guilty to or been convicted of a felony under state or federal statutes for embezzlement, theft of public records, bribery, falsification or destruction of public records, and/or receiving stolen property.

10.4 Non-Solicitation Statement: Lessee has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. Lessee has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

XI. MISCELLANEOUS

11.1 This Lease and the performance thereof shall be governed, interpreted, construed, and regulated by the laws, ordinances, and codes of the City, the State of Louisiana, and the United States Federal Government.

11.2 Lessee shall pay the cost of promulgation of the Ordinance authorizing this Lease.

11.3 The covenants and agreements contained in this Lease shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

11.4 Lessee shall pay for all utilities consumed by Lessee in the Leased Premises, including, without limitation, electricity, gas, water, telephone service, cable, internet, or any other similar service.

11.5 Lessee shall pay all real estate taxes and assessments imposed upon the Leased Premises, if imposed by any governmental body.

11.6 In the event any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11.7 Both parties acknowledge that public and private utilities will be allowed to cross the Leased Premises, if needed, to provide their appropriate services to property within the area.

11.8 Lessee shall comply with all applicable zoning laws, ordinances, and regulations of the City of New Orleans, as well as all applicable State or Federal laws, codes, and regulations.

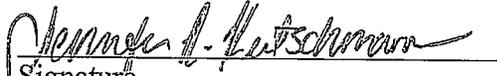
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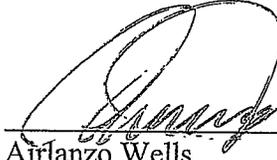
(Signatures and Exhibits contained on the following pages)

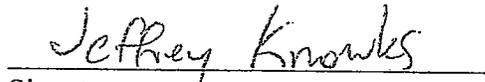
THUS DONE AND PASSED in multiple originals on the 6TH day of June, 2022, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearers, and me Notary, after due reading of the whole.

WITNESSES:

LESSEE: **DA EMPIRE, LLC**


Signature
Jennifer Kretschmann
Print Name:

BY: 
Airlanzo Wells
Its: Member/Manager


Signature
Jeffrey Knowles
Print Name:

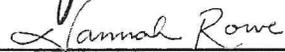

NOTARY PUBLIC
Andrew Frogorian
Bar Roll # 32863
Lifetime Commission

Name Ashley I. Harrison Ext. 8-8057
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Moving 2021 bonds from the Citywide Life/Safety Upgrades and Repairs project and 2024 bonds from the Sanitation Field Operations Office and Warehouse project to the Louis Armstrong Park Master Plan project

- 1.  stephen nelson
Department Head Deputy CAO
- 2.  Hannah Rowe
Department of Law
- 3.  Chief Administrative Officer
- 4.  Director of Council Relations
- 5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____
Absent: _____

AMENDMENTS:

FINAL ADOPTION:

_____ **MOVED:** _____
 _____ **2ND:** _____
 _____ **YEAS:** _____
 _____ **NAYS:** _____
 _____ **ABSENT:** _____
 _____ **RECUSED:** _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Capital Budget

Name of Contact Person: Ashley I. Harrison

Telephone Number: 504-444-1554 (cell)

Email Address: asharrison@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

Bonds – Moving 2021 bonds from the Citywide Life/Safety Upgrades and Repairs project and 2024 bonds from the Sanitation Field Operations Office and Warehouse project to the Louis Armstrong Park Master Plan project

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.



If this section is not applicable, please check this box.

The parties involved:

The obligations, expectations, and deliverables of the parties involved:



LEGISLATIVE SUMMARY

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.



If this section is not applicable, please check this box.

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:



LEGISLATIVE SUMMARY

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813