

LEASE AGREEMENT - RETAIL SPACE FOR SPORTRAN INTERMODAL TERMINAL

STATE OF LOUISIANA

PARISH OF CADDO

Effective as of July _____, 2017 (the "Effective Date") **CITY OF SHREVEPORT** represented herein by Shreveport Transit Management, Inc., a Louisiana Corporation, represented herein by Dinero Washington, its President duly authorized to act and further authorized to act for the City of Shreveport by Resolution Number 144 of 2011 as amended, located at 1115 Jack Wells Blvd., Shreveport, Louisiana, 71107 ("Landlord"), hereby leases and rents unto Aaron L. Puckett, Inc., ("Tenant"), herein represented by its President, Aaron L. Puckett, with a current mailing address of 423 Crockett Street, Shreveport, LA 71101, a certain commercial space located within the Intermodal Bus Terminal (approximately 289 sq. ft.), at 1254 Murphy Street, Shreveport, Louisiana, 71103 (the "Leased Premises"), and the Leased Premises are further described on the attached Exhibit "A" (the "Leased Premises"), on the following terms and conditions. The term "Tenant" as used herein shall also include any approved sub-lessee as provided in Paragraph 23 of this Lease Agreement.

1. BASE RENT: From August 1, 2017 through July 31, 2018 (the "Payment Term") of this Lease, Tenant shall pay a rental rate of One Thousand One Hundred and 00/100 Dollars (\$1,100.00) for the Leased Premises, the said amount to be paid on a monthly basis in the amount of \$1,100.00 per month payable in advance on the first (1st) day of each calendar month during the Payment Term of this Lease.

On or before the first day of every month, Tenant agrees to pay to Landlord Rent and Tenant's pro rata share of taxes in advance, without demand, deduction, or set off, for the initial Term of the Lease. Any rents or taxes that have not been received in Landlord's designated office, paid in full, within ten (10) calendar days immediately following its due date shall automatically be considered late and shall cause Tenant to owe unto Lessor a Late Fee in addition to other sums due. Said Late Fee shall be the greater of Ten Dollars (\$10.00) per day, or twelve (12%) percent per annum of the past-due amount. Said Late fee shall be computed from the beginning on the eleventh (11th) day immediately following the payments due date and continuing each day thereafter until both the Late Fee and the past due rent payment, fee or charge is paid in full.

Rent shall be payable to City of Shreveport, c/o SporTran, 1115 Jack Wells Blvd., Shreveport, Louisiana 71107. Landlord may from time to time designate other places for the payment of the rent by written notice to Tenant.

2. TERM: Except as otherwise provided herein, this Agreement shall be effective as of the Effective Date, continuing until July 31, 2022 (the "Primary Term"). If either party desires the Lease to terminate at the expiration of the Primary Term or any Option Term, a thirty (30) day written notice shall be given to the other party. If no notice is given, the Lease shall not be reconducted but, subject to the Option, shall continue on a month to month basis. In such event, either party may terminate the Lease thereafter at the end of any month by giving a thirty (30) day written notice to the other party. If this Lease is converted to a month to month tenancy as provided herein, the monthly base rent shall increase by Twenty Five Percent (25%) per month.

Provided that Tenant is not in default of any provision of this Lease at the time of exercise of an option to extend provided herein or at any time thereafter prior to the commencement of the "Option Term" (as hereinafter defined), Tenant shall have the option to extend (the "Option to Extend") the Term of this Lease for five (5), additional periods of one (1) year each (such period being referred to herein as the "Option Term") only by giving Landlord written notice not more than six (6) full calendar months before the expiration of the Primary Term. The amount of the lease payment during a renewal term shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics for the Department of Labor for All Urban Consumers ("CPI"). The index month three (3) months prior to the commencement date for a renewal term shall be used to determine the percentage increase. The foregoing notwithstanding, in no event shall the lease payment during a renewal term increase by more than twenty-five percent (25%) of the amount of the lease payment for the previous lease term. All of the terms, covenants, conditions, provisions and agreements or other such terms and conditions as may be recommended by the Office of the City Attorney applicable to the Primary Term shall be applicable to the Option Term. Tenant's failure to comply with any of the time or other requirements set forth in this paragraph shall cause the option provided herein to automatically cease and terminate and, in such event, this Lease shall terminate upon the expiration of the Primary Term. All references in this Lease to the "Term" or "Lease Term" shall be deemed to mean the Primary Term as extended by the Option Term, if applicable.

3. KIND OF BUSINESS: The Leased Premises herein leased shall be used for retail space ("approved uses") and for no other purpose without Landlord's prior written consent. Tenant shall not use any portion of the Leased Premises for any purpose that is unlawful or for any purpose that tends to injure or depreciate the property or create a nuisance or interfere with, annoy or disturb any other tenant within the Facility. Nothing shall be placed or done on the Leased Premises or within the District by Tenant which shall cause forfeiture of any insurance. Any violation of this provision shall permit the Landlord, at its option, to immediately terminate this Lease upon written notice to Tenant.

4. SECURITY DEPOSIT: On the date of execution of this Lease by Tenant, there shall be due and payable by Tenant a security deposit in the amount One Month's Rent of One Thousand One Hundred and 00/100 Dollars (\$1,100.00) (the "Deposit") to be held for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Deposit shall not be considered at any time an advance payment of rental, last month's rent, a measure of Landlord's damage in case of default by Tenant or breach by Tenant of Tenant's covenants under this Lease. Upon the occurrence of any event of default by Tenant, Landlord at its option may use such Deposit to the extent necessary to apply toward any arrears of rent, or to apply toward any other damage, injury or expense caused to Landlord by such event of default. Landlord shall have the right to retain and expend such Deposit toward the cost of cleaning and repairing the premises if Tenant shall fail to deliver up such premises at the termination of this Lease in the condition delivered, less ordinary wear and tear. Tenant shall make actual delivery of the keys to Landlord.

5. ALTERATIONS: Tenant shall make no alterations or additions to the Leased Premises without prior written permission of Landlord. Should any addition or alteration made by Tenant cause any increase in the insurance rate on the Leased Premises, Tenant shall pay such increase in addition to the agreed monthly rental amount. Any such additions or changes made to the Leased Premises by Tenant shall become the property of Landlord, at the termination of this Lease, and Tenant shall have no right of reimbursement therefore. Tenant shall promptly

remove any items belonging to Tenant and repair or replace in a like condition the Leased Premises on or before the expiration of this Lease, or any extension or renewal thereof. Any alterations or additions made by Tenant to the Leased Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements and permits, and without interference with the other tenants or the transaction of business in the District. Tenant shall secure builders risk, liability workers compensation and other insurance coverage in the limits and types specified in Exhibit "A" naming Landlord as an additional insured and provide proper evidence of such insurance coverage to Landlord prior to commencement of any alteration or addition to the Leased Premises ("work") except to the extent such claim, liability obligation or expense is caused by Landlord or its agents. Tenant shall indemnify, defend, and hold Landlord harmless from all claims, liabilities, obligations and expenses, including attorney fees, arising from or in any way connected with such work. Tenant shall only use a licensed and bonded contractor for any such work and warrants that all contractors and all subcontractors, laborers and suppliers shall be paid in a timely manner. Tenant hereby indemnifies Landlord (including attorney fees) against liens for any work performed, material furnished, or obligations incurred by or on behalf of Tenant. Tenant shall keep the Leased Premises free from any such liens, and shall discharge or bond or any lien filed within ten (10) days after written notice of the filing thereof.

6. RIGHT OF ENTRY: Landlord, its employees, agents, successors or assigns shall have the right to enter the Leased Premises at all reasonable times for the purpose of inspection, or in order to make any repairs required of Landlord, or which may be necessary for the preservation of the Leased Premises, or for any other lawful and reasonable purpose.

Landlord shall provide all locks, keys and similar devices for entry doors and windows requiring same. Tenant shall not attach or permit to be attached additional locks or similar devices to any door or window, change existing locks or the mechanism thereof, or make or permit to be made any keys for any door other than those provided by Landlord. If more than two keys for one lock are desired, Landlord will provide them upon payment therefore by Tenant. Tenant, upon termination of its tenancy for any cause, Tenant shall make actual delivery of the keys to Landlord. Failure to make such delivery shall result in a re-key charge to Tenant of all locks located on the Leased Premises.

7. DELIVERY OF PREMISES: To Landlord's knowledge, the Leased Premises are in good condition. Tenant assuming possession of the Leased Premises constitutes an admission that the Leased Premises have been examined and found to be in good and safe condition. Tenant accepts the Leased Premises in such condition; assumes responsibility for the condition of the Leased Premises; agrees to keep the Leased Premises in good condition during the term of this Lease, and any extension or renewal thereof, at Tenant's expense; agrees to keep the Leased Premises broom clean and free from dirt, trash and debris in and around the Leased Premises during the entire term of this Lease, or any extensions or renewals thereof; and agrees to return the Leased Premises to Landlord in the same good and clean condition at the termination of this Lease, normal wear and tear excepted.

All electrical, HVAC equipment, and plumbing equipment located in the Leased Premises on the Payment Date of this Lease Agreement shall be delivered to Tenant by Landlord in good working condition.

8. CONDITION AND UPKEEP OF PREMISES: Unless otherwise provided herein, upon commencement of this Lease Agreement, Tenant agrees to accept the Leased Premises in "As Is" condition and acknowledges that the property which is the subject of this Lease Agreement may be defective in its premises. Tenant does explicitly assume this Lease Agreement and the use of the Leased Premises with full liability at all times and to all persons for any and all defects of or on the Leased Premises, known or unknown, whatsoever in accordance with the provisions of LSA-R.S. 9:3221 or other applicable provisions of law.

Tenant agrees not to store merchandise or leave trash outside the Leased Premises. All trash shall be placed in containers as provided by Tenant in a location designated by Landlord. Should Tenant be in default of the requirements of this provision, Landlord may, after written notice and opportunity to cure to Tenant, remedy such default at Tenant's expense, and such expense plus fifteen percent (15%) of the cost thereof, which Tenant shall pay the Landlord immediately upon demand of the Landlord. Tenant shall use and occupy the Leased Premises as a prudent administrator and, on the Expiration Date of this Lease Agreement, shall return the same to Landlord in the same condition as received, broom clean, ordinary wear and tear excepted. Tenant shall continuously operate its business in an efficient, high class and reputable manner for the entire Term. Tenant shall assure that all entryways of the Leased Premises are kept free from waste at all times. Tenant shall keep the Leased Premises and entry to the Leased Premises in a good, clean and habitable condition at all times, and shall at its sole cost and expense keep the Leased Premises free of insects, rodents, vermin and other pests.

9. MAINTENANCE AND REPAIRS: Landlord, at its sole cost and expense, shall maintain and keep in good repair the HVAC, roof, exterior and supporting walls of the Leased Premises, provided, however, that in the event the cost of any such repairs required are a result of the negligence or willful act of Tenant or Tenant's agents, employees, contractors, patrons or visitors, such cost shall be borne by Tenant. Tenant shall give written notice to Landlord of any needed repairs which are the responsibility of Landlord within five (5) days of Tenant's observance of same.

Tenant at its sole cost and expense, whether the same shall be the property of Tenant or Landlord, shall promptly repair and at all times protect, maintain in good condition and replace if necessary inside the Leased Premises all floors, fixtures, equipment, electrical fixtures, outlets and equipment, electrical installations, plumbing, plumbing equipment and fixtures even when injured or damaged by freeze, all machinery, all hardware, all interior painting or decorations of every kind, all ceiling tiles, all door and window screens, except damage to such items caused by roof leakage or any other structural defect. Tenant shall replace all broken or damaged glass, including window glass and plate glass, and repairs and replacements shall be made only by competent and responsible workman who are licensed and insured, with written proof of insurance provided to Landlord. All furnishings, fixtures and equipment used in the Leased Premises supplied and installed at the sole cost and expense of Tenant shall at all times be the property of the Tenant and Tenant shall have the right to remove the same from said Leased Premises within thirty (30) days of the termination of this Lease, provided Tenant shall not be in default hereunder and provided further that Tenant shall be responsible for any and all damages to the Leased Premises caused by Tenant's removing of any furnishings, fixtures and equipment.

10. COMMON AREA MAINTENANCE: The manner in which the Common Area shall be maintained and operated and the expenditure therefore shall be decided by Landlord based upon the best interests of the Facility by the City of Shreveport.

11. SERVITUDES: Landlord shall have the right to grant servitudes and easements in areas of the Leased Premises for the installation of utilities, provided that the use of such servitude and easement for such purposes do not interfere with the operation of Tenant's business. The Tenant shall not be entitled to any compensation or abatement of rent if the use of such servitude or easement does not interfere substantially with the operation of the Tenant's business.

12. FIRE AND CASUALTY: Should the Leased Premises be wholly destroyed, or materially damaged so as to render it wholly unfit for occupancy, by fire or other unforeseen event not due to any fault or neglect of Tenant or its agents, employees, contractors, patrons or visitors, then this Lease shall terminate and end, and both Tenant and Landlord shall be relieved of any further responsibility hereunder for the remaining unexpired term of this Lease. In that event, any advance rent shall be pro rated and returned to Tenant.

Should the Leased Premises, through no fault or neglect of Tenant or its agents, employees, contractors, patrons or visitors, only be partially destroyed or partially damaged by fire or other casualty so as to render the Leased Premises untenable, the rent herein shall abate thereafter until such time as the Leased Premises are made tenantable by Landlord or Landlord may elect at its sole option to terminate the Lease. If only a portion of the Leased Premises is untenable, a pro rata abatement of the rent shall be made.

13. INDEMNITY: Tenant agrees to indemnify, defend, save, and forever hold the Landlord harmless from, for or against all suits, claims, damages and actions (including attorney's fees and costs and expenses of litigation), including but not limited to personal injury, bodily injury, property damage, obligations or demands arising from contracts, contamination by hazardous substances, environmental damage or otherwise, occasioned, to the extent caused by business or operation conducted thereupon by Tenant, or any of Tenant's agents, servants or employees. The Tenant's obligations under this paragraph shall be included with the insurance required to be carried by Tenant under the "Insurance" paragraph herein.

14. UTILITIES: It is understood that the utility following charges for the Leased Premises shall be on a common meter and invoices will be paid by the following (see Paragraph 10 for Common Area Maintenance):

Electricity	Tenant		Landlord	<input checked="" type="checkbox"/>
Water	Tenant		Landlord	<input checked="" type="checkbox"/>
Sewer	Tenant		Landlord	<input checked="" type="checkbox"/>
Garbage	Tenant	<input checked="" type="checkbox"/>	Landlord	
Janitorial	Tenant	<input checked="" type="checkbox"/>	Landlord	

15. DEFAULT BY TENANT: Should Tenant at any time violate any of the conditions or covenants of this Lease, or discontinue the use of the Leased Premises for the purpose for which they are rented, or fail to pay the rent punctually at maturity, as stipulated herein; or fail to pay all costs related to any work performed on the Leased Premises or costs related to the maintenance or repair of any equipment or item located thereon within thirty (30) days such

expense is incurred; or upon the adjudication of Tenant in bankruptcy, the appointment of a receiver for Tenant, or the filing of bankruptcy, receivership or respite petition by or for Tenant; or upon Tenant's suspension, failure or insolvency; should Tenant abandon the Leased Premises, or should Tenant remove a substantial part or all of the movable property from the Leased Premises out of the normal course of business to the detriment of Landlord's lien; and should any such violation continue for a period of five (5) days after written notice has been given Tenant by Landlord, then, at the option of Landlord, the rent for the whole unexpired term of this Lease shall at once mature and become immediately due and payable; and Landlord shall have the further option to at once demand the entire rent for the whole term, or to immediately cancel this Lease, or to proceed for past due installments only, reserving Landlord's rights to later proceed for the remaining installments, all without putting Tenant in default, Tenant to remain responsible for all damages or losses suffered by Landlord, Tenant hereby assenting thereto and expressly waiving any legal notices to vacate the Leased Premises. Landlord shall also have the right to re-enter the Leased Premises and to re-rent the Leased Premises at the best obtainable price, and Tenant shall remain liable to Landlord for any difference in the rent price in the event the re-renting is for a lesser rental. Tenant shall also be responsible to Landlord for any expenses, commissions or fees in connection with such re-renting. Exercise of this right of re-entry and privilege to re-let shall not in any way prejudice Landlord's right to hold Tenant liable for any amount due under this Lease in excess of the amount for which the property is re-let. In addition, if Tenant fails or refuses to permit Landlord to re-enter the Leased Premises, Landlord shall have the right to eject Tenant in accordance with the provisions of Louisiana Code of Civil Procedure, Articles 4701-4735, without forfeiting any of Landlord's rights under this paragraph or under the other terms of this Lease and Landlord may at the same time or subsequently sue for any money due or to enforce any other rights which Landlord may have. All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law.

16. AUDIT AND REVIEW OF RECORDS. Landlord may review any and all records of the services performed or to be performed by Tenant under this Lease Agreement. Landlord is hereby granted the right to audit. Tenant shall permit the City or its designated representative to audit and inspect all records, books and other information relating to this Lease Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the Landlord deems necessary concerning Tenant's operations hereunder. Tenant further understands and agrees that the audit and inspection may be made upon reasonable notice to Tenant.

a. Tenant shall maintain financial records pertaining to all matters relative to this Lease Agreement in accordance with generally accepted accounting principles and procedures.

b. Tenant shall retain all of its records and supporting documentation applicable to this agreement with the Landlord for a period of three (3) years, except as follows:

1. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.

2. All such records and supporting documentation shall be made readily available, upon request, for inspection or audit by representatives of the Landlord. In the event of termination

of this Lease Agreement for any cause, Tenant shall turn over to Landlord all of Tenant's records relating to this Lease Agreement to be retained by Landlord for the required period. If the records and books are not located within Caddo or Bossier Parish, in the event of an audit, Tenant agrees to deliver the records or have the records delivered to Landlord or its designated representative at an address designated by Landlord within the City of Shreveport. If Landlord or its designated representative finds that the records delivered are incomplete, Tenant agrees to pay Landlord's representative's costs to travel to Tenant's office to audit or retrieve the complete records. All records, documents, and information shall be maintained as property of the Landlord. Tenant shall reproduce these documents only for the purpose of providing the services set forth herein.

17. TAXES AND INSURANCE: Landlord shall pay real property taxes assessed against the land and building comprising the Leased Premises if any. Landlord shall pay all casualty and hazard insurance premiums charged for such insurance affecting the building of which the Leased Premises forms a part. Tenant shall be responsible for the payment of all ad valorem taxes or special assessments which may lawfully be levied or assessed against the Leased Premises which may be due and payable by reason of Tenant's interest in or use of the Leased Premises, or transactions by Tenant with respect to its interest in this Lease Agreement or use of the Leased Premises during any Term of this Lease Agreement.

18. ATTORNEY'S FEES AND EXPENSES: All obligations of Tenant are joint, several and in solido, and in case an attorney is employed to protect any rights of Landlord hereunder, Tenant shall pay reasonable attorney's fees, which shall not be less than twenty-five (25%) percent of any sums which may be due by Tenant to Landlord, but in the event no money amount is due, then said attorney's fees shall not be less than \$500.00. Tenant hereby accepts that Landlord shall have the rights provided for protection of interests under Louisiana law, and in addition shall have a possessory lien on all goods, equipment and other property of Tenant located upon the Leased Premises for payment of all rental and other sums due by Tenant to Landlord by reason of this Lease. The foregoing provisions are without prejudice to any remedy which might otherwise be used under the laws of the State of Louisiana for arrears of rent or breaches of contract, or to any lien to which Landlord may be entitled.

Landlord's failure to strictly and promptly enforce these conditions shall not operate as a waiver of Landlord's right, Landlord hereby expressly reserving the right to always enforce prompt payment of rent, or to cancel this Lease regardless of any indulgences or extensions previously granted.

19. LANDLORD NOT LIABLE: Landlord shall not be liable or responsible to Tenant, its employees, invitees, licensees, permittees or other for any loss of any kind, damage or inconvenience to any property or person occasioned by theft, fire, act of God, public enemy, fuel, insurrection, vandalism, sabotage, war, court order, requisition, or order of Government body or authority unless attributable to Landlord's negligence or fault.

Landlord does not assume any responsibility for security to the Leased Premises or to any Tenant under the terms and conditions of this Lease, and Tenant expressly assumes the obligation of providing and repairing security services, providing locks to the Leased Premises or repairing such locks, providing additional lighting, repairing and maintaining such lighting, and taking all necessary steps deemed prudent by Tenant to provide adequate security to its Premises and other persons at the Leased Premises. Landlord does not

represent and warrant that the Leased Premises are free from independent criminal acts. Tenant acknowledges and agrees that the Rent herein has been determined on the basis of Tenant maintaining and/or providing such items as provided above.

20. CONDEMNATION: Landlord and Tenant mutually covenant and agree that if the whole or any part of the Leased Premises shall be taken by Federal, State, Parish, City, or other authority for public use, or under any statute or by right of eminent domain or expropriation, Tenant shall not be entitled to any part of any award that may be made for such taking, nor for any damages, except that portion of any award or damages paid, which is directly attributable to leasehold improvements installed and paid for by Tenant. In the event of partial taking, rent shall be reduced as of the date of such taking by a percentage equal to the percentage obtained by reletting the space taken to the total space leased hereby, and if such taking renders the remainder of the Leased Premises untenable for Tenant's purposes, Tenant shall have the option, to be exercised by notice in writing to Landlord within sixty (60) days after said taking, of terminating this Lease. Such termination shall take place not later than thirty (30) days after receipt of such notice by Landlord. Landlord shall notify Tenant in writing within ten (10) days of the receipt of official notice of commencement of condemnation proceedings.

21. LIMIT ON LIABILITY OF LANDLORD: Under no circumstances whatsoever shall Landlord ever be liable hereunder for consequential or special damages; and all liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the proceeds of sale on execution of the interest of Landlord in the Leased Premises; it being stipulated and agreed that Landlord shall not be personally liable for any deficiency. This clause shall not be deemed to limit or deny any remedies which Tenant may have, in the event of default by Landlord hereunder, which do not involve the personal liability of Landlord.

22. SIGNS: Tenant shall not be permitted to post any signs on the Leased Premises, without the prior written consent of Landlord, such consent not to be unreasonably withheld or delayed. Upon termination of this Lease, Tenant shall remove any sign, advertisement or notices painted on or affixed to the Leased Premises and restore the place it occupied to the condition in which it existed as of the date of this Lease. Upon Tenant's failure to do so, Landlord may do so at Tenant's expense. Tenant may not display and "going out of business" signs.

23. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease or sublet the Leased Premises or any part thereof without the written consent of Landlord, which shall not be unreasonably withheld (based on financial, business, use and other reasonable considerations). In no event shall any such Assignment or Sublease ever release Tenant from any obligation hereunder. In the event Tenant should desire to so assign or sublet, Tenant shall give Landlord written notice of same and all details of such proposal, at least thirty (30) days in advance of the date of which Tenant desires to make such Assignment or Sublease; Landlord shall then have a period of fifteen (15) days following receipt of such notice within which to notify Tenant of Landlord's approval or disapproval of such proposal. In the event Landlord does not respond to Tenant's notice within such fifteen (15) day period, Landlord will be deemed to have approved same. In the event of such Sublease or Assignment, Subtenant's or Assignee's business shall be in accordance with the approved uses set forth in Paragraph 3 of this Lease, and such Subtenant's or Assignee's shall assume all of the obligations of this Lease. A duplicate original of said Sublease or Assignment (and any amendments thereto) shall be delivered to Landlord within five (5) days

of its execution. In the event of any such Sublease or Assignment, any increase in the base rent paid by Subtenant or Assignee in excess of the Base Rent paid by Tenant to Landlord under this Lease shall be payable to Landlord as additional rent due by Tenant to Landlord under this Lease. Additionally, Landlord may, at the option of Landlord, collect rent directly from the Subtenant or Assignee and apply the net amount collected to the Base Rent and additional rent for which Tenant is obligated to Landlord under this Lease, but no such collection shall be deemed a waiver of this covenant or the acceptance of the Subtenant or Assignee, nor shall it release Tenant from the further observance and performance of the restriction on assignment and subletting herein contained.

24. HOLDOVER: At the expiration of this Lease, or at its termination for any other cause, Tenant shall immediately surrender possession. Tenant shall pay a liquidated damage five (5) times the rent per day for each day of his failure to do so, plus attorney's fees and all costs. Only a new signed lease or extension agreement shall deprive Landlord of the choice of action.

25. INSURANCE: Tenant shall provide and maintain all insurance coverage required by Exhibit "A" of this Lease Agreement throughout the Primary Term of this Lease Agreement or any extension thereof. It is agreed that the Landlord shall be under no obligation to maintain insurance of any kind or amount on the property of Tenant or for any property of or personal injury liability for Tenant.

26. SUBORDINATION: This Lease is subject and subordinate to any mortgages or other encumbrance which now or hereafter encumber or affect the Leased Premises and/or the land on which the Leased Premises is situated, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination need be required by a mortgagee or Landlord. In confirmation of such subordination, however, Tenant shall, at Landlord's request, promptly execute any appropriate certificate or instrument that Landlord may request. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificate or instrument for and on behalf of Tenant. In the event of the enforcement by the holder of any such instrument of the remedies provided for by law or by such mortgage or other encumbrance, Tenant will, upon request of any other person or party succeeding to the interest of Landlord as a result of such enforcement, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease. Upon request by such successor in interest, Tenant shall execute and deliver an instrument or instruments confirming the attornment herein provided for.

27. ESTOPPEL CERTIFICATES: Tenant agrees, at any time and from time to time, upon not less than five (5) days' prior written notice by Landlord to execute, acknowledge and deliver to Landlord or to such person(s) as may be designated by Landlord, a statement in writing (i) certifying that Tenant is in possession of the Leased Premises, has unconditionally accepted the same and is currently paying rents reserved hereunder, (ii) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications), (iii) stating the dates to which the rent and other charges hereunder have been paid by Tenant and (iv) stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which notices to Landlord should be sent. Any such statement delivered pursuant hereto may

be relied upon by any owner, prospective owner, prospective purchaser, mortgagee or prospective mortgagee of the Building(s) or of Landlord's interest therein, or any prospective assignee of any such mortgagee.

28. RECORDATION: This Lease shall not be placed of record. However, at the request of either party, the other shall enter into a "Notice of Lease" for purposes of recordation, which notice shall fairly reflect the nature and term of this Lease and the property affected, but without designating the rent payments.

29. ASSIGNMENT BY LANDLORD: Landlord shall have the right to transfer and assign, in whole or in part, all of Landlord's rights and obligations hereunder, as well as any property referred to herein, and in such event the transferor or assignor shall have no further liability or obligation hereunder. Nothing contained in this paragraph shall limit or prevent any assignment of this Lease or the revenue derived therefrom to any lender.

30. PROPERTY ABANDONED: All property remaining in the Leased Premises upon termination shall be considered to have been abandoned by Tenant and Landlord may dispose of it in any manner Landlord wishes. Tenant will reimburse Landlord for all costs incurred for disposal together with all costs for repairs required because of removal of all or any such abandoned property.

31. WAIVER OF LIABILITY: Anything in this Lease to the contrary notwithstanding, to the extent that a Waiver of Subrogation Clause is obtainable under their respective insurance policies, Landlord and Tenant hereby waive any and all rights to recovery, claims, actions or causes of action, against each other, their respective agents, officers, or employees, for any loss or damage that may occur to the Leased Premises, or which the Leased Premises are a part, or any improvements thereto, or any other cause which could be insured against under extended coverage insurance policies, regardless of cause or origin.

32. NAME OF BUILDING: Landlord shall have the right to name and from time to time change the name of the property on which the Leased Premises is located.

33. COMPLIANCE WITH LAWS: Tenant shall, at Tenant's sole expense, comply with all laws, rules, regulations, requirements and recommendations of all parish, municipal, state, federal and other applicable governmental authorities now or hereafter in force, including, without limitation, the Americans with Disabilities Act of 1990 ("ADA"), as they relate to the Leased Premises and the conduct of Tenant's business therein. To the extent required by the ADA, Tenant at its sole expense, shall make necessary alterations or improvements to the Leased Premises (subject to the "Alterations" Paragraph herein) and shall also place appropriate signage (with respect to the Leased Premises) on the interior of the Leased Premises, and with Landlord's prior written consent, on the exterior of the Leased Premises. Tenant agrees to indemnify Landlord for all damages, losses, fines and expenses, including reasonable attorney's fees, incurred by Landlord as a result of Tenant's failure to comply with any provision of this paragraph.

34. ENVIRONMENTAL COMPLIANCE: Tenant shall not cause or permit the presence, use disposal, storage, or release of any hazardous or environmentally unsafe substances on or in the Leased Premises. Tenant shall not do, or allow anyone else to do, anything affecting the Leased Premises in violation of any state or federal Environmental laws and regulations. Tenant warrants that the Leased Premises shall remain environmentally safe and free from

contamination of hazardous substances during and subsequent to the term of this Lease, arising from or in any way related to Tenant's operation and use of the Leased Premises, including but not limited to Tenant's production, use and handling of . Tenant agrees to indemnify, defend, and hold Landlord harmless against all claims and liabilities arising from Tenant's breach of this covenant, including attorney's fees and other legal costs that may be incurred by Landlord.

35. NUISANCE: Tenant agrees to conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other Tenant or Landlord in this operation of the District. Tenant shall not obstruct or use the sidewalks, entries, passages, vestibules, halls, elevators, or stairways in the District for any other purpose than ingress and egress to and from the Leased Premises, or throw or sweep or put anything out of the windows or doors, or in the passages or corridors of the Building. If any such breach of this provision is called to Tenant's notice in writing, Tenant shall correct same at once or this Lease may be terminated by Landlord, at Landlord's option.

36. RELOCATION WITHIN THE FACILITY: Tenant may request an alternate location upon availability. Requests shall be submitted in writing to Landlord. A decision to grant or deny relocation shall be at the sole discretion of the Landlord and all decisions are final. If any request for relocation is granted, Tenant shall pay all expenses of relocating. In addition, Tenant shall be responsible for any damage, other than usual wear and tear, to the Leased Premises being vacated. The security deposit on the Leased Premises being vacated shall be used, as necessary, to pay any such damages, and Tenant shall be responsible for paying to Landlord the security deposit on the new Premises. At Landlord's option, a new Lease shall be signed regarding the new Premises or an amendment made to the existing Lease to reflect the changed circumstances.

37. RULES AND REGULATIONS: Landlord reserves the right to impose rules and regulations for the Facility wherein the Leased Premises are located upon written notice from Landlord to Tenant. Tenant acknowledges and agrees to be bound by such rules and regulation and further acknowledges that the same are adopted by the Landlord for the safety, care and cleanliness of the Leased Premises and the District and for preservation of good order therein. All such rules and regulations adopted by Landlord shall be incorporated into and form a part of this Lease Agreement as if written herein in extension.

38. PARKING: Tenant shall not park or permits its employees, agents, contractors, patrons or vendors to park any trucks or trailers, loaded or empty, on the main site of the Intermodal Terminal property. Tenant or its employees, agents, or contractors may use the City-owned parking lot on the corner of Murphy and Texas that is adjacent to the intermodal terminal facility. Loading and unloading of merchandise, equipment or supplies must be completed within a thirty (30) minute time limit.

39. PARTIAL INVALIDITY: If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be effected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

40. BINDING EFFECT: This Lease, and each and every term and provision hereof, shall be for the benefit of and be binding upon the parties hereto, and each of them, and their respective heirs, successors, executors, administrators and assigns.

41. INTERPRETATION: Any ambiguity in the provisions of this Lease shall be interpreted without regard to which party prepared this Lease.

42. ADDITIONAL PROVISIONS OF LEASE: All terms and conditions of this Lease are included herein and no verbal agreements are to be considered as a part of this transaction. This Lease may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

43. GOVERNING LAW: This Lease is to take effect in Louisiana, and is to be governed and controlled by the laws of the State of Louisiana.

44. SURVIVAL OF RENT: The covenant to pay any rent or additional rent shall survive that termination of this Lease.

45. NOTICES: Any notice required or permitted to be given hereunder shall be in writing and may be served via U.S. certified mail return receipt, hand delivery, overnight courier or facsimile transmittal with telephone confirmation, addressed to Landlord and Tenant respectively at the addresses set forth below, as well as notice to the Tenant at the address of the Leased Premises (if different from the address stated below). Such notices shall be deemed served when received or three days after placing in the United States mail, postage prepaid, by certified mail return receipt requested. The addresses of the parties are:

TO LANDLORD: **City of Shreveport**
 c/o SporTran
 1115 Jack Wells Blvd
 Shreveport, Louisiana 71107
 Attn: CEO

City of Shreveport
c/o Mayor Ollie S. Tyler
505 Travis Street, Ste. 200
Shreveport, LA 71101

TENANT: **Aaron L. Puckett, Inc.**
 c/o Aaron L. Puckett
 423 Crockett Street
 Shreveport, LA 71101

49. PUBLIC PURPOSE REVOCATION. The foregoing provisions notwithstanding and, pursuant to Section 2.03 (a) of the Charter of the City of Shreveport, as amended, Landlord and Tenant stipulate that this Lease Agreement shall be revocable by Landlord at any time a public use or public purpose for the Leased Premises shall be found to exist by the Shreveport City Council or for other reasons necessary to meet satisfactory continuing control requirements for the Federal Transit Administration. Landlord shall provide written notice to Tenant of such revocation at least one hundred twenty (120) days in advance of the effective date of such revocation in which case, Tenant shall have no right to claim, nor shall Landlord have any obligation to pay any reimbursement, set-off or damages to Tenant for any period of time remaining under any Term of this Lease Agreement and Tenant's failure to include a public purpose revocation clause in any contract, sub-contract, purchase order, agreement or any other documents or writing relating to this Lease Agreement shall not subject Landlord to

liability for any reason or any cause which may result from Landlord's revocation of this Lease Agreement for this cause and pursuant to the provisions of this section of this Lease Agreement.

50. PROHIBITED ACTIVITY.

a. The Leased Premises shall not be used by Tenant at any time for any partisan political purpose or to further the election or defeat of any candidate for political office.

b. The Lease Premises shall not be used by Tenant at any time for any purpose or activity in violation of LSA-R.S. 14:106.

c. Tenant shall not use or permit the use of the Leased Premises for any purpose other than as stated in Paragraph 3 of this Lease Agreement.

51. VENUE. Landlord and Tenant agree that the venue of any litigation arising under this Lease Agreement shall be in the First Judicial District Court, Caddo Parish, Louisiana or in the federal court having jurisdiction herein.

52. COMPLIANCE WITH LAW; FAIR SHARE COMPLIANCE. Tenant acknowledges that Landlord, City of Shreveport, has adopted a Fair Share Program for Equal Business Opportunity (the "Program") for small economically disadvantaged businesses, as the term is defined in Section 2-401 et seq., of the City of Shreveport Code Of Ordinances and, to the greatest extent possible, Landlord desires to afford contracting and purchasing opportunities to such businesses in accordance with the Program and guidelines, policies and procedures adopted pursuant thereto with regard to any work on or within the Leased Premises or the purchase of equipment, materials, supplies, inventories and services required by Tenant in its operations on the Leased Premises (hereinafter collectively referred to as "Tenant's Commitment") pursuant to the terms of this Lease Agreement. To this end, Tenant hereby covenants and agrees to comply with and adhere to all provisions of the Program and guidelines, policies and procedures adopted or implemented by Landlord in furtherance thereof, with regard to Tenant's Commitment during any Term of this Lease Agreement.

53. NON-EXCLUSIVE REMEDY. The remedies provided the parties herein upon termination of this Lease Agreement shall not be considered to be exclusive but instead shall be cumulative and shall not affect any other right or remedy available to either party.

54. NON-WAIVER OF DEFAULT. The failure of either party to take advantage of any default or breach of any term or condition of this Lease Agreement shall not be implied nor construed to be a waiver thereof. Waiver of a particular breach or default shall not be considered continuing as to a subsequent breach or default of the same nature.

55. NON-WAIVER OF REMEDIES. No failure of either party to exercise any power or right given hereunder or to insist upon strict compliance by the other party with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.

56. DELAY. It is expressly understood that failure or delay on the part of any party hereto in the performance, in whole or in part, of the terms of this Lease Agreement, if such failure is attributable to Acts of God, Fire, flood, inevitable accidents, riots, insurrection, public commotion, embargo, emergency or government orders, regulations, priority, or other limitations or restrictions, or other unforeseen causes of interference with personnel, sales, source of supplies, production, transportation and delivery, and for any cause beyond the control of either party hereto shall not constitute a breach hereof nor a default hereunder.

57. NONDISCRIMINATION. Tenant, for itself, its successors in interest and assigns, as a part of the consideration hereof, does covenant and agree that: (1) no person shall be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, disability or nation origin in the use of the Leased Premises by Tenant for any purpose authorized by this Lease Agreement; (2) in the furnishing of services thereof, no person shall be excluded from participation herein, denied the benefits of, or otherwise be subject to discrimination on the grounds of race, creed, color, sex, age, disability or national origin; and (3) no person shall be denied employment, promotion, or any other benefits of employment on the grounds of race, creed color, sex, age, disability or national origin. To this end, Tenant covenants and agrees to comply with all applicable federal, state and local rules, executive orders and laws prohibiting discrimination against any person for any reason. Failure to comply with any of the terms of this provision shall be cause for termination of this Lease Agreement by Landlord. To the extent that the indemnity provision may be interpreted to apply to matters agreed to in this provision, Landlord shall not defend, indemnity or otherwise be accountable to Tenant for any action(s) taken by Tenant contrary to the provisions of this Paragraph.

58. CIVIL RIGHTS. The Tenant agrees to comply with all applicable laws, including but not limited to civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. The Tenant agrees to comply, and assures the compliance of each subtenant, lessee, third party tenant, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination — Title VI or the Civil Rights Act. The Tenant agrees to comply, and assures the compliance of each subtenant, lessee, third party tenant, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et. seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Tenant agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for the Federal Transit Administration Tenants," and any other applicable Federal directives that may be issued.

c. Equal Employment Opportunity. The Tenant agrees to comply, and assures the compliance with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332. with Title VII of

the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.. and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Tenant also agrees to follow all applicable Federal EEO directives that may be issues. Accordingly:

(1) General. The Tenant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Tenant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Tenant agrees to comply and assures the compliance with all requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq.; with implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Tenant agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subcontractor, lessee, third party tenant, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The Tenant agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantages Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Tenant agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Tenant agrees to take on all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third part contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F. R. Part 26, the Tenant's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement of Cooperative Agreement for the Project. The Tenant agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the Tenant of the Tenant's failure to

implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq., or both.

e. Nondiscrimination on the Basis of Sex. The Tenant agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et. seq., and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

f. Nondiscrimination on the Basis of Age. The Tenant agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

g. Access for Individuals with Disabilities. The Tenant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Tenant also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barrier Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that building and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT Regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 10119;

(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Tenant agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

i. Access to Services for Persons with Limited English Proficiency. The Tenant agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Tenants' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

Environmental Justice. The Tenant agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

k. Other Nondiscrimination Laws. The Tenant agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

59. COUNTERPARTS. This Lease Agreement may be simultaneously executed in one or more counterparts, each of which shall be an original and all of which shall constitute but one in the same instrument.

60. CAPTIONS AND HEADINGS. The captions and headings throughout this Lease Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of this Lease Agreement or the scope or intent thereof, nor in any way affect the same.

61. DAYS/HOURS OF OPERATION: Tenant shall operate any approved use on a minimum schedule of five (5) days per week from 9:00 a.m. — 5:00 p.m. Any days or hours of operation contrary to these opening and closing times shall be approved in writing by Landlord.

62. ENTIRE AGREEMENT. Except for any Exhibit or Attachment as may be affixed hereto, made a part hereof, and property identified herewith, this Lease Agreement constitutes the entire agreement between the parties relative to the lease of the Leased Premises and shall not be otherwise affected by any other purported undertaking, whether oral or written.

THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK.

THUS DONE AND PASSED by Tenant, in multiple originals, on the _____ day of _____, 2017, in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

TENANT: Aaron L. Puckett, Inc.

BY: _____

BY: _____

THUS DONE AND PASSED by Landlord, in multiple originals, on the _____ day of _____, 2017, in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

LANDLORD: CITY OF SHREVEPORT

BY: _____
