

OIG ORIGINAL
LEASE

K07-758

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CHECK LIST SHEET TO BE USED FOR
CLEARANCE OF A CONTRACT FOR LEASE OF IMMOVABLE PROPERTY

Synopsis of Document: This lease is made and entered between **Federal Reserve Bank of Atlanta** (landlord) and the **City of New Orleans**, (Tenant); the lease premises located at 525 St. Charles Ave., 3rd Floor for the Inspector General's office space. For the first month of the Lease, Tenant will occupy 2,502 u.s.f. For the remainder of the term, Tenant will occupy 10,073 u.s.f. Terms of the lease is \$2,085.00 monthly from 12/15/07 – 12/31/07, \$16,790.89 monthly from 1/1/08 – 12/31/09, and \$17,210.60 monthly from 1/1/2010 – 12/31/2011.

1. Pamela Simms Smith 12/12/07
Pamela Simms Smith, Director Date
- 1A. Edwin J. Mazoue Jr. 12/11/2007
Edwin J. Mazoue Jr., Real Estate Date
2. [Signature] 12/14/07
Department of Finance Date
3. [Signature] 12/12/2007
City Attorney's Office Date
4. [Signature] 12/18/2007
Chief Administrative Office Date
5. [Signature] 12/24/07
Mayor Date

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of the 7th day of December 2007, by and between **FEDERAL RESERVE BANK OF ATLANTA**, a federally chartered corporation ("Landlord") and **THE CITY OF NEW ORLEANS**, ("Tenant"). The following exhibits and attachments are incorporated into and made a part of the Lease: Exhibit "A" (Outline and Location of Premises), Exhibit "B" (Work Letter), Exhibit "C" (Building Rules and Regulations) and Exhibit "D" (form of Commencement Date Agreement).

1. Basic Lease Information.

- 1.01 "Building" shall mean the building located at 525 St. Charles Ave and commonly known as the Federal Reserve Bank of Atlanta, New Orleans Branch.
- 1.02 "Premises" shall mean the area shown on Exhibit "A" to this Lease. The Premises is located on the 3rd floor. For the first month of the Lease, Tenant will occupy 2,502 u.s.f. For the remainder of the term, the Tenant will occupy 10,073 u.s.f. The Premises also included the furniture located within the area, as provided by Landlord.
- 1.03 "Base Rent": Subject to increase as set forth in the Work Letter attached hereto as Exhibit "B", the following amounts:

Months of Term	Annual Rate Per Square Foot	Monthly Base Rent
12/15/07-12/31/07	\$20.00	\$2,085.00
1/1/08-12/31/09	\$20.00	\$16,790.89
1/1/10-12/31/2011	\$20.50	\$17,210.60

- 1.04 "Tenant's Pro Rata Share" means the Tenant's share of increases in certain operating expenses as set forth in Section 5.01. Tenant's Pro Rata Share is the usable square feet in the Premises divided by the total usable square feet in the Building expressed as a percentage. As of 1/1/08, the Premises will contain 10,073 u.s.f., which is 11.06% of the total u.s.f. in the Building. If the number of u.s.f. in the Premises should change, the Tenant's Pro Rata Share will change accordingly.
- 1.05 "Base Year" for purposes of Section 5.01 shall be 2008.
- 1.06 "Term": A period of 48.5 months. Subject to Section 3, the Term shall commence on December 15, 2007 (the "Commencement Date") and, unless terminated early in accordance with this Lease, end on December 31, 2011 (the "Termination Date").
- 1.07 "Allowance(s)": an amount not to exceed \$ N/A (N/A per square foot of rentable [or usable] area), as further described in the attached Exhibit "B".

- 1.08 "Security Deposit": Not required
- 1.09 "Letter of Credit" Not required
- 1.10 "Guarantor(s)": NA
- 1.11 "Broker(s)": N/A representing Tenant, and Corporate Realty, Inc., representing Landlord.
- 1.12 "Permitted Use": Inspector General's office space.
- 1.13 "Notice Address(es)":

Landlord:	Tenant:
Federal Reserve Bank of Atlanta, New Orleans Branch	Honorable C. Ray Nagin Mayor City of New Orleans 1300 Perdido Street New Orleans, LA 70112
Address: 525 St. Charles Ave New Orleans, LA 70130 Attention: Facilities Management Department	

A copy of any notices to Landlord shall be sent to Federal Reserve Bank of Atlanta, 1000 Peachtree Street, N.E., Atlanta, Georgia 30309-4470 Attn: General Counsel.

- 1.14 "Business Day(s)" are Monday through Friday of each week, exclusive of New Year's Day, Martin Luther King Day, Presidents Day, Mardi Gras Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day and any other days observed as holidays by the Federal Reserve Bank of Atlanta ("Holidays"). Landlord may designate additional Holidays that are commonly recognized by other office buildings in the area where the Building is located. "Building Service Hours" are 7:00 A.M. to 6:00 P.M. on Business Days.
- 1.15 Intentionally deleted.
- 1.16 "Property" means the Building and the parcel(s) of land on which it is located and, at Landlord's discretion, the parking facilities and other improvements, if any, serving the Building and the parcel(s) of land on which they are located.
- 1.17 Notwithstanding anything to the contrary contained in Section 12 of the Lease, Landlord shall have the right to require Tenant to post a performance or payment bond in connection with any work or service done or purportedly done by or for the benefit of Tenant. Tenant acknowledges and agrees that all such work or

service is being performed for the sole benefit of Tenant and not for the benefit of Landlord.

1.18 Intentionally deleted.

1.19 Tenant shall not record this Lease or any memorandum or notice of this Lease.

2. Lease Grant.

The Premises are hereby leased to Tenant from Landlord, together with the right to use any portions of the Property that are designated by Landlord for the common use of tenants and others (the "Common Areas"), subject to the Rules and Regulations and for the sole use of Office of the Inspector General of the City of New Orleans.

3. Adjustment of Commencement Date; Possession.

3.01 If Landlord is required to perform Landlord Work prior to the Commencement Date: (a) the date set forth in Section 1.06 as the Commencement Date shall instead be defined as the "Target Commencement Date"; (b) the actual Commencement Date shall be the earlier of the date on which the Landlord Work is Substantially Complete (defined below) or the date on which Tenant takes occupancy of all or any part of the Premises for the purpose of doing business; and (c) the Termination Date will be the last day of the Term as determined based upon the actual Commencement Date. Landlord's failure to Substantially Complete the Landlord Work by the Target Commencement Date shall not be a default by Landlord or otherwise render Landlord liable for damages. Promptly after the determination of the Commencement Date, Landlord and Tenant shall enter into a commencement letter agreement in the form attached as Exhibit "D". If the Termination Date does not fall on the last day of a calendar month, Landlord and Tenant may elect to adjust the Termination Date to the last day of the calendar month in which Termination Date occurs by the mutual execution of a commencement letter agreement setting forth such adjusted date. The Landlord Work shall be deemed to be "**Substantially Complete**" on the date that all Landlord Work has been performed, other than any details of construction, mechanical adjustment or any other similar matter, the non-completion of which does not materially interfere with Tenant's use of the Premises. If Landlord is delayed in the performance of the Landlord Work as a result of the acts or omissions of Tenant, the Tenant Related Parties (defined in Section 13) or their respective contractors or vendors, including, without limitation, changes requested by Tenant to approved plans, Tenant's failure to comply with any of its obligations under this Lease, or the specification of any materials or equipment with long lead times (a "Tenant Delay"), the Landlord Work shall be deemed to be Substantially Complete on the date that Landlord could reasonably have been expected to Substantially Complete the Landlord Work absent any Tenant Delay.

3.02 Subject to Landlord's obligation, if any, to perform Landlord Work, the Premises are accepted by Tenant in "as is" condition and configuration without any representations or warranties by Landlord. By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition. Landlord shall not be liable for a failure to deliver possession of the Premises or any other space due to the holdover or unlawful possession of such space by another party, however Landlord shall use reasonable efforts to obtain possession of the space. The

commencement date for the space, in such event, shall be postponed until the date Landlord delivers possession of the Premises to Tenant free from occupancy by any party. If Tenant takes possession of the Premises before the Commencement Date, such possession shall be subject to the terms and conditions of this Lease and Tenant shall pay Rent (defined in Section 4.01) to Landlord for each day of possession before the Commencement Date. However, except for the cost of services requested by Tenant (e.g. freight elevator usage), Tenant shall not be required to pay Rent for any days of possession before the Commencement Date during which Tenant, with the approval of Landlord, is in possession of the Premises for the sole purpose of performing improvements or installing furniture, equipment or other personal property.

4. Rent.

Tenant shall pay Landlord, without any setoff or deduction, unless expressly set forth in this Lease, all Base Rent and Additional Rent due for the Term (collectively referred to as "Rent"). "Additional Rent" means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord under this Lease. Tenant shall pay and be liable for all rental, sales and use taxes (but excluding income taxes), if any, imposed upon or measured by Rent. Base Rent and recurring monthly charges of Additional Rent shall be due and payable in advance on the first day of each calendar month without notice or demand, provided that the installment of Base Rent for the first full calendar month of the Term, and the first monthly installment of Additional Rent for Expenses and Taxes, shall be payable upon the execution of this Lease by Tenant. All other items of Rent shall be due and payable by Tenant on or before 30 days after billing by Landlord. Rent shall be made payable to the entity, and sent to the address, Landlord designates and shall be made by good and sufficient check or by other means acceptable to Landlord. Tenant shall pay Landlord an administration fee equal to 5% of all past due Rent, provided that Tenant shall be entitled to a grace period of 5 days for the first 2 late payments of Rent in a calendar year. In addition, past due Rent shall accrue interest at 12% per annum. Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the earliest Rent due. Rent for any partial month during the Term shall be prorated. No endorsement or statement on a check or letter accompanying payment shall be considered an accord and satisfaction. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.

5. ADJUSTMENTS TO RENT.

At all times during the initial term of this lease and any renewals or extensions thereof, it is understood, agreed and stipulated that the Base Rent provided in paragraph 1.03 of the Lease between the parties shall be subject to the following adjustment to rent provisions:

5.01 Operating Expense Adjustment.

(a) The Operating Base Expense of the Premises will be the actual Operating Expenses incurred for the Building for the 12-month period commencing 01/01/08 through 12/31/08. If, in any calendar year during the term hereof, the Operating Expenses of the Building should exceed the Operating Base Expense (such excess being hereinafter referred to as the "Operating Expense Differential"), Tenant will pay, as additional rental for the year within 30 days of being notified by Landlord of said amount being due, Tenant's Pro Rata Share of the Operating Expense Differential.

(b) For purposes of this paragraph, the term "Operating Expense" will mean any and all costs and expenses paid or incurred by Landlord, or its agents, for any calendar year for property taxes, insurance and Utilities.

(c) If during any calendar year of the Lease, the occupancy of the office rentable area of the Building averages less than 95 percent then it is agreed that the Operating Expenses will be adjusted for such year so that all such Operating Expenses will be computed as though the office rentable area of the Building had been 95 percent occupied for such calendar-year. All such expense categories will be accounted for and reported in accordance with generally accepted accounting principals.

(d) At any time during the term of this Lease, but no later than 10 days prior to the date rental payment is due, Landlord may deliver to Tenant a written estimate of any additional rents which may be reasonably anticipated hereunder; whereupon the monthly rental for such full or partial calendar year will be increased by the amount estimated divided by the number of months remaining in the calendar year.

(e) Statements showing the actual Operating Expenses of the Building and Tenant proportionate share thereof (hereinafter referred to as "Statement of Actual Adjustment") will be delivered by Landlord to Tenant within 90 days after the end of any calendar year in which additional rental was paid or due by Tenant under the provisions hereof. Within 15 days after the delivery by Landlord to Tenant of such Statement of Actual Adjustment, Tenant will pay to Landlord the amount of any rentals shown as being due and unpaid thereon. Should such Statement of Actual Adjustment show the Tenant had paid to Landlord an aggregate amount in excess of the additional rental due for the preceding calendar year, and Tenant is not then in default hereunder, Landlord will credit the amount thereof to the monthly rent or rents next becoming due from Tenant.

6. Compliance with Laws; Use.

The Premises shall be used for the Permitted Use and for no other use whatsoever. Tenant shall comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act ("Law(s)"), regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. In addition, Tenant shall, at its sole cost and expense, promptly comply with any Laws that relate to the "Base Building" (defined below), but only to the extent such obligations are triggered by Tenant's use of the Premises, other than for general office use, or Alterations or improvements in the Premises performed or requested by Tenant. "Base Building" shall include the structural portions of the Building, the public restrooms and the Building mechanical, electrical and plumbing systems and equipment located in the internal core of the Building on the floor or floors on which the Premises are located. Tenant shall promptly provide Landlord with copies of any notices it receives regarding an alleged violation of Law. Tenant shall comply with the rules and regulations of the Building attached as Exhibit "C" and such other reasonable rules and regulations adopted by Landlord from time to time, including rules and regulations for the performance of Alterations (defined in Section 10). Tenant represents and warrants that Tenant is not a depository institution or another entity supervised by the Federal Reserve or by

another agency of the Federal Financial Institutions Examination Council (an "FFIEC-supervised entity"). Tenant acknowledges that Landlord has entered into this Lease in reliance upon the foregoing representation and warranty of Tenant. Tenant shall notify Landlord in writing immediately upon becoming an FFIEC-supervised entity. If Tenant is or becomes an FFIEC-supervised entity, Landlord shall have the right, by written notice to Tenant, to terminate this Lease on the date set forth in such termination notice from Landlord, whereupon this Lease shall expire and terminate on such date as though such date were the date originally set for the termination of this Lease. In such event, Tenant shall pay to Landlord, as compensation for costs and expenses incurred by Landlord in connection with the negotiation, execution and delivery of this Lease and the construction of improvements in the Premises for Tenant, an amount calculated as follows: Landlord's unamortized upfront costs, including but not limited to commissions, all costs associated with the improvements, legal fees and consulting fees using a 10% interest rate plus any Operating Expense Adjustment.

7. Security Deposit.

The Security Deposit, if any, shall be delivered to Landlord upon the execution of this Lease by Tenant and held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent or a measure of damages. Landlord may use all or a portion of the Security Deposit to satisfy past due Rent or to cure any Default (defined in Section 19) by Tenant. If Landlord uses any portion of the Security Deposit, Tenant shall, within 5 days after demand, restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within 45 days after the later to occur of: (a) determination of the final Rent due from Tenant; or (b) the later to occur of the Termination Date or the date Tenant surrenders the Premises to Landlord in compliance with Section 26. Landlord may assign the Security Deposit to a successor or transferee and, following the assignment, Landlord shall have no further liability for the return of the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts.

8. Building Services.

8.01 Landlord shall furnish Tenant with the following services: (a) water for use in the Base Building lavatories; (b) customary heat and air conditioning in season, subject to the terms and conditions of Section 8.04; (c) standard janitorial service on Business Days; (d) Elevator service; (e) Electricity in accordance with the terms and conditions in Section 8.02; and (f) such other services as Landlord reasonably determines are necessary or appropriate for the Property. Landlord shall provide five (5) unreserved parking spaces for the lease term at no additional charge. Landlord will increase the number of unreserved spaces by 10 unreserved spaces at a rate of \$80.00 per parking space per month beginning in January 2008 during the term of the lease. These 10 parking spaces are included in the square footage rate as listed in section 1.03. Beginning each January of each year of the lease term, Landlord has the right to increase the rate of the unreserved parking spaces to be competitive with the market rates. If prices increase, Tenant will be given at least 30 days notice of this increase. Tenant will only be responsible for the difference in the increase for the number of unreserved spaces tenant is using at the time of the increase up to the 10 unreserved spaces agreed to in this lease. (For example, if on January 1, 2009 the market rate increases from \$80.00 per space to \$90.00 per space, then Tenant will pay an additional \$10.00 per space per month up to the 10 spaces.) If Tenant uses more than the allotted amount of parking spaces in the lease, then Landlord has

the right to rent those spaces on a month-to-month basis at whatever the market rate is at the time being used.

8.02 Electricity used by Tenant in the Premises for normal office uses shall be provided at no additional charge. Tenant acknowledges that the electric service currently available in the Premises is adequate for Tenant's use. Without the consent of Landlord, Tenant's use of electrical service shall not exceed, either in voltage, rated capacity, or overall load, that which Landlord reasonably deems to be standard for office space. Landlord shall have the right to measure electrical usage by commonly accepted methods. If it is determined that Tenant is using excess electricity, Tenant shall pay Landlord for the cost of such excess electrical usage as Additional Rent.

8.03 Landlord's failure to furnish, or any interruption, diminishment or termination of services due to the application of Laws, the failure of any equipment, the performance of repairs, improvements or alterations, utility interruptions or the occurrence of an event of Force Majeure (defined in Section 27.03) (collectively a "**Service Failure**") shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement. However, if the Premises, or a material portion of the Premises, are made untenable for a period in excess of 3 consecutive Business Days as a result of a Service Failure that is reasonably within the control of Landlord to correct, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Rent payable hereunder during the period beginning on the 4th consecutive Business Day of the Service Failure and ending on the day the service has been restored. If the entire Premises have not been rendered untenable by the Service Failure, the amount of abatement shall be equitably prorated.

8.04 HVAC service will be provided upon request by Tenant outside of the Building Service Hours at a cost of \$105.00 per hour. This rate is based on current costs and may be adjusted by Landlord should the Bank experience an increase in cost of utilities or labor related to provision of HVAC services.

9. Leasehold Improvements.

All improvements in and to the Premises (collectively, "**Leasehold Improvements**") shall remain upon the Premises at the end of the Term without compensation to Tenant. Landlord, however, by written notice to Tenant at least 30 days prior to the Termination Date, may require Tenant, at its expense, to remove (a) any Cable (defined in Section 10.01) installed by or for the benefit of Tenant, and (b) any Landlord Work or Alterations that, in Landlord's reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements (collectively referred to as "**Required Removables**"). Required Removables shall include, without limitation, internal stairways, raised floors, personal baths and showers, vaults, rolling file systems and structural alterations and modifications. The designated Required Removables shall be removed by Tenant before the Termination Date. Tenant shall repair damage caused by the installation or removal of Required Removables. If Tenant fails to perform its obligations in a timely manner, Landlord may perform such work at Tenant's expense. Tenant, at the time it requests approval for a proposed Alteration, may request in writing that Landlord advise Tenant whether the Alteration or any portion of the Alteration is a Required Removable. Within 10 days after receipt of Tenant's request, Landlord shall advise Tenant in writing as to which portions of the Alteration are Required Removables.

10. Repairs and Alterations.

10.01 Tenant shall periodically inspect the Premises to identify any conditions that are dangerous or in need of maintenance or repair. Tenant shall promptly provide Landlord with notice of any such conditions. Tenant shall, at its sole cost and expense, perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant's repair and maintenance obligations include, without limitation, repairs to: (a) floor covering; (b) interior partitions; (c) doors; (d) the interior side of demising walls; (e) electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant (collectively, "Cable"); (f) supplemental air conditioning units, kitchens, including hot water heaters, plumbing, and similar facilities exclusively serving Tenant; and (g) Alterations. To the extent Landlord is not reimbursed by insurance proceeds, Tenant shall reimburse Landlord for the cost of repairing damage to the Building caused by the acts of Tenant, Tenant Related Parties and their respective contractors and vendors. If Tenant fails to make any repairs to the Premises for more than 15 days after notice from Landlord (although notice shall not be required in an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs, together with an administrative charge in an amount equal to 15% of the cost of the repairs.

10.02 Landlord shall keep and maintain in good repair and working order and perform maintenance upon the: (a) structural elements of the Building; (b) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building in general; (c) Common Areas; (d) roof of the Building; (e) exterior windows of the Building; and (f) elevators serving the Building. Landlord shall promptly make repairs for which Landlord is responsible.

10.03 Tenant shall not make alterations, repairs, additions or improvements or install any Cable (collectively referred to as "Alterations") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "Cosmetic Alteration"): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) is not visible from the exterior of the Premises or Building; (c) will not affect the Base Building; and (d) does not require work to be performed inside the walls or above the ceiling of the Premises. Cosmetic Alterations shall be subject to all the other provisions of this Section 10.03. Prior to starting work, Tenant shall furnish Landlord with plans and specifications; names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Base Building); required permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord and naming Landlord as an additional insured; and any security for performance in amounts reasonably required by Landlord. Changes to the plans and specifications must also be submitted to Landlord for its approval. Alterations shall be constructed in a good and workmanlike manner using materials of a quality reasonably approved by Landlord. Tenant shall reimburse Landlord for any sums paid by Landlord for third party examination of Tenant's plans for non-Cosmetic Alterations. In addition, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any non-Cosmetic Alterations equal to 15% of the cost of the Alterations. Upon completion, Tenant shall furnish "as-built" plans for non-Cosmetic Alterations, completion affidavits and full and final waivers of lien. Landlord's approval of an Alteration shall not be deemed a representation by Landlord that the Alteration complies with Law.

11. Entry by Landlord.

Landlord may enter the Premises to inspect, show or clean the Premises or to perform or facilitate the performance of repairs, alterations or additions to the Premises or any portion of the Building, or in connection with security needs relating to Landlord's operations in the Building, or for other reasonable purposes. Landlord's security staff will periodically complete building security rounds in the premises during non-business hours. Except in emergencies or to provide Building services, Landlord shall provide Tenant with reasonable prior verbal notice of entry and shall use reasonable efforts to minimize any interference with Tenant's use of the Premises. ~~If reasonably necessary, Landlord may temporarily close all or a portion of the Premises to perform repairs, alterations and additions. However, except in emergencies, Landlord will not close the Premises if the work can reasonably be completed on weekends and after Building Service Hours. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent. The OIG may have evidentiary materials in the Premises related to criminal matters in the evidence room. All entries into the evidence room shall be subject to prior approval by the CNO through the office of the inspector general in order to preserve evidentiary integrity, except in the case of emergencies (fire, leak, or other hazard requiring immediate action.)~~

12. Assignment and Subletting.

12.01 This space is only to be used by the Inspector General's office of the City of New Orleans. Except for a Permitted Transfer, Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any other governmental unit of the City of New Orleans or any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent may be given or withheld in Landlord's sole and absolute discretion. Any attempted Transfer in violation of this Section is voidable by Landlord. In no event shall any Transfer release or relieve Tenant from any obligation under this Lease. In no event shall Tenant assign, sublease, transfer or encumber any interest in this Lease to an entity that is an FFIEC-supervised entity or allow an FFIEC-supervised entity to use any portion of the Premises. It is understood and agreed by the parties that the use of the Premises by another government unit of the City of New Orleans would constitute a Transfer requiring prior approval of Landlord.

12.02 Tenant shall provide Landlord with financial statements for the proposed transferee, a fully executed copy of the proposed assignment, sublease or other Transfer documentation and such other information as Landlord may reasonably request. Within 15 Business Days after receipt of the required information and documentation, Landlord shall either: (a) consent to the Transfer by execution of a consent agreement in a form reasonably designated by Landlord; or (b) refuse to consent to the Transfer in writing. If Landlord fails to consent or refuse to consent to any such requested Transfer, Landlord shall be deemed to have refused to consent. Tenant shall pay Landlord a review fee of \$1,500.00 for Landlord's review of any requested Transfer.

12.03 Tenant shall pay Landlord 100% of all rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. Tenant shall pay Landlord for Landlord's share of the excess within 30 days after Tenant's receipt of the excess. Tenant may deduct from the excess, on a straight-line basis, all reasonable and customary expenses directly incurred by Tenant attributable to the Transfer. If Tenant is in Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall

receive a credit against Rent in the amount of Tenant's share of payments received by Landlord.

13. Liens.

Tenant shall not permit mechanics' or other liens to be placed upon the Property, Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for the benefit of Tenant or its transferees. Tenant or his representative, the Director of Property Management shall give Landlord notice at least 15 days prior to the commencement of any work in the Premises to afford Landlord the opportunity, where applicable, to post and record notices of non-responsibility. Tenant, within 10 days of notice from Landlord, shall fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by the applicable lien Law. If Tenant fails to do so, Landlord may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including, without limitation, reasonable attorneys' fees.

14. Indemnity and Waiver of Claims.

Tenant hereby waives all claims against and releases Landlord and its trustees, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagees (defined in Section 24) and agents (the "Landlord Related Parties") from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (a) Force Majeure, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe, (d) the inadequacy or failure of any security services, personnel or equipment, (e) any use by Tenant or any Tenant Related Parties of any fitness facility in the Building, or (f) any matter not within the reasonable control of Landlord. Except to the extent caused by the negligence or willful misconduct of Landlord, any Landlord Related Parties or as limited by the provisions of LA R.S. 38:2195, Tenant shall indemnify, defend and hold Landlord and Landlord Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law) (collectively referred to as "Losses"), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties by any third party and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of Tenant, the Tenant Related Parties or any of Tenant's transferees, contractors or licensees. Except to the extent caused by the negligence or willful misconduct of Tenant or any Tenant Related Parties, Landlord shall indemnify, defend and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees, invitees and agents ("Tenant Related Parties") harmless against and from all Losses which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties by any third party and arising out of or in connection with the acts or omissions (including violations of Law) of Landlord or the Landlord Related Parties.

15. Insurance.

Tenant shall maintain the following insurance ("Tenant's Insurance"): (a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$2,000,000.00; (b) Property/Business Interruption Insurance written on an All Risk or Special Perils form, with coverage for broad

form water damage including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises ("Tenant's Property") and any Leasehold Improvements performed by or for the benefit of Tenant; (c) Workers' Compensation Insurance in amounts required by Law; and (d) Employers Liability Coverage of at least \$1,000,000.00 per occurrence. Any company writing Tenant's Insurance shall have an A.M. Best rating of not less than A-VIII. All Commercial General Liability Insurance policies shall name as additional insureds Landlord (or its successors and assigns), the managing agent for the Building (or any successor), and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord and its successors as the interest of such designees shall appear. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least 30 days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance. Prior to occupancy, the CNO is self insurance and will provide a letter agreeing to cover the losses incurred under that program with a minimum coverage as stated above in this section.

16. Subrogation.

Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's Property, Leasehold Improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

17. Casualty Damage.

17.01 If all or any portion of the Premises becomes untenable by fire or other casualty to the Premises (collectively a "Casualty"), Landlord, with reasonable promptness, shall cause a general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required using standard working methods to Substantially Complete the repair and restoration of the Premises and any Common Areas necessary to provide access to the Premises ("Completion Estimate"). If the Completion Estimate indicates that the Premises or any Common Areas necessary to provide access to the Premises cannot be made tenantable within 270 days from the date the repair is started, then either party shall have the right to terminate this Lease upon written notice to the other within 10 days after receipt of the Completion Estimate. Tenant, however, shall not have the right to terminate this Lease if the Casualty was caused by the negligence or intentional misconduct of Tenant or any Tenant Related Parties. In addition, Landlord, by notice to Tenant within 90 days after the date of the Casualty, shall have the right to terminate this Lease if: (1) the Premises have been materially damaged and there is less than 2 years of the Term remaining on the date of the Casualty; (2) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (3) a material uninsured loss to the Building occurs.

17.02 If this Lease is not terminated, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, restore the Premises and Common Areas. Such restoration shall be to substantially the same condition that existed prior to the Casualty, except for modifications required by Law or any other modifications to the Common Areas deemed desirable by Landlord. Upon notice from Landlord, Tenant shall assign to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's Insurance with respect to any Leasehold Improvements performed by or for the benefit of Tenant; provided if the estimated cost to repair such Leasehold Improvements exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within 15 days of demand, Tenant shall also pay Landlord for any additional excess costs that are determined during the performance of the repairs. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the Casualty or the repair thereof. Provided that Tenant is not in Default, during any period of time that all or a material portion of the Premises is rendered untenable as a result of a Casualty, the Rent shall abate for the portion of the Premises that is untenable and not used by Tenant.

18. Condemnation.

Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "Taking"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would have a material adverse effect on Landlord's ability to operate the remainder of the Building as then used or as contemplated to be used by Landlord. The terminating party shall provide written notice of termination to the other party within 45 days after it first receives notice of the Taking. The termination shall be effective on the date the physical taking occurs. If this Lease is not terminated, Base Rent shall be appropriately adjusted to account for any reduction in the square footage of the Building or Premises. All compensation awarded for a Taking shall be the property of Landlord. The right to receive compensation or proceeds is expressly waived by Tenant, provided that Tenant may file a separate claim for Tenant's Property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the amount of Landlord's award. If only a part of the Premises is subject to a Taking and this Lease is not terminated, Landlord, with reasonable diligence, will restore the remaining portion of the Premises as nearly as practicable to the condition immediately prior to the Taking to the extent of the proceeds received.

19. Events of Default.

Each of the following occurrences shall be a "Default": (a) Tenant's failure to pay any portion of Rent when due, if the failure continues for 3 days after written notice to Tenant ("Monetary Default"); (b) Tenant's failure (other than a Monetary Default) to comply with any term, provision, condition or covenant of this Lease, if the failure is not cured within 10 days after written notice to Tenant; provided, however, if Tenant's failure to comply cannot reasonably be cured within 10 days, Tenant shall be allowed additional time (not to exceed 50 additional days) as is reasonably necessary to cure the failure so long as Tenant begins the cure within 10 days and diligently pursues the cure to completion; (c) Tenant or any Guarantor becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due or forfeits or loses its right to

conduct business; (d) the leasehold estate is taken by process or operation of Law; (e) Tenant does not take possession of or abandons or vacates all or any portion of the Premises; or (f) Tenant is in default beyond any notice and cure period under any other lease or agreement with Landlord at the Building or Property. If Landlord provides Tenant with notice of Tenant's failure to comply with any specific provision of this Lease on 3 separate occasions during any 12 month period, Tenant's subsequent violation of such provision shall, at Landlord's option, be an incurable Default by Tenant. All notices sent under this Section shall be in satisfaction of, and not in addition to, notice required by Law.

20. Remedies.

20.01 Upon Default, Landlord shall have the right to pursue any one or more of the following remedies:

(a) Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord, in compliance with Law, may enter upon and take possession of the Premises and remove Tenant, Tenant's Property and any party occupying the Premises. Tenant shall pay Landlord, on demand, all past due Rent and other losses and damages Landlord suffers as a result of Tenant's Default, including, without limitation, all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. "Costs of Reletting" shall include all reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

(b) Terminate Tenant's right to possession of the Premises and, in compliance with Law, remove Tenant, Tenant's Property and any parties occupying the Premises. Landlord may (but shall not be obligated to) relet all or any part of the Premises, without notice to Tenant, for such period of time and on such terms and conditions (which may include concessions, free rent and work allowances) as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease.

20.02 In lieu of calculating damages under Section 209.01, Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, and (b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting. If Tenant is in Default of any of its non-monetary obligations under the Lease, Landlord shall have the right to perform such obligations. Tenant shall reimburse Landlord for the cost of such performance upon demand together with an administrative charge equal to 15% of the cost of the work performed by Landlord. The repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under this Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity.

20.03 Landlord acknowledges that Tenant is a governmental subdivision and as

such forbidden by Article 7, §14 of the 1974 State Constitution from granting any lien or other right in its property, and accordingly Landlord waives any landlord's lien or privilege that it might otherwise have under law in and to any of Tenant's property that may now or hereafter be on or within the Premises.

21. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE LESSER OF (A) THE INTEREST OF LANDLORD IN THE PROPERTY, OR (B) THE EQUITY INTEREST LANDLORD WOULD HAVE IN THE PROPERTY IF THE PROPERTY WERE ENCUMBERED BY THIRD PARTY DEBT IN AN AMOUNT EQUAL TO 70% OF THE VALUE OF THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD RELATED PARTY. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY, AND IN NO EVENT SHALL LANDLORD OR ANY LANDLORD RELATED PARTY BE LIABLE TO TENANT FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN SECTION 24 BELOW), NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL LANDLORD OR ANY MORTGAGEES OR LANDLORD RELATED PARTIES EVER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ANY LOST PROFITS OF TENANT.

22. Relocation.

Landlord, at its expense, at any time before or during the Term, may relocate Tenant from the Premises to space of reasonably comparable size and utility ("Relocation Space") within the Building or adjacent buildings (if any) within the same project upon 60 days' prior written notice to Tenant. From and after the date of the relocation, the Base Rent shall be adjusted based on the rentable square footage of the Relocation Space. Landlord shall pay Tenant's reasonable costs of relocation, including all costs for moving Tenant's furniture, equipment, supplies and other personal property, as well as the cost of printing and distributing change of address notices to Tenant's customers and one month's supply of stationery showing the new address.

23. Holding Over.

If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease, and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to twice the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. If Landlord is unable to

deliver possession of the Premises to a new tenant or to perform improvements for a new tenant as a result of Tenant's holdover and Tenant fails to vacate the Premises within 15 days after notice from Landlord, Tenant shall be liable for all damages that Landlord suffers from the holdover.

24. Subordination to Mortgages; Estoppel Certificate.

Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "Mortgage"). The party having the benefit of a Mortgage shall be referred to as a "Mortgagee". This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. As an alternative, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. Upon request, Tenant, without charge, shall attorn to any successor to Landlord's interest in this Lease. Landlord and Tenant shall each, within sixty (60) days after receipt of a written request from the other, execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested by the other (including a Mortgagee or prospective purchaser). Without limitation, such estoppel certificate may include a certification as to the status of this Lease, the existence of any defaults and the amount of Rent that is due and payable.

25. Notice.

All demands, approvals, consents or notices (collectively referred to as a "notice") shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Section 1. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address of Tenant without providing a new Notice Address, 3 days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

26. Surrender of Premises.

At the termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which Landlord is obligated to repair hereunder excepted. If Tenant fails to remove any of Tenant's Property within 2 days after termination of this Lease or Tenant's right to possession, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's Property. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred. If Tenant fails to remove Tenant's Property from the Premises or storage, within 30 days after notice, Landlord may deem all or any part of Tenant's Property to be abandoned and title to Tenant's Property shall vest in Landlord.

27. Miscellaneous.

27.01 This Lease shall be interpreted and enforced in accordance with the Laws of the state or commonwealth in which the Building is located and Landlord or federal law, to the extent federal law preempts such State law. Tenant hereby irrevocably consent to the jurisdiction and proper venue of State or commonwealth in which the Building is located. If any term or provision of this Lease shall to any extent be void or unenforceable, the remainder of this Lease shall not be affected. If there is more than one Tenant or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities, and requests or demands from any one person or entity comprising Tenant shall be deemed to have been made by all such persons or entities. Notices to any one person or entity shall be deemed to have been given to all persons and entities. Tenant represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

27.02 If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease. Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default, shall not constitute a waiver of the default, nor shall it constitute an estoppel.

27.03 Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Security Deposit or Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("**Force Majeure**").

27.04 Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and Property. Upon transfer Landlord shall be released from any further obligations hereunder and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations, provided that, any successor pursuant to a voluntary, third party transfer (but not as part of an involuntary transfer resulting from a foreclosure or deed in lieu thereof) shall have assumed Landlord's obligations under this Lease.

27.05 Landlord has delivered a copy of this Lease to Tenant for Tenant's review only and the delivery of it does not constitute an offer to Tenant or an option. Tenant represents that it has dealt directly with and only with the Broker as a broker in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Lease. Landlord shall indemnify and hold Tenant and the Tenant Related Parties harmless from all claims of any brokers claiming to have represented Landlord in connection with this Lease.

available on a first come, first serve basis subject to their availability. All conference rooms shall be made available to Tenant on a per usage fee basis.

Throughout the term of this Lease, Landlord shall provide Tenant access and use of Landlord's full service cafeteria. The hours of access will be the same hours as offered to Landlord's employees.

27.14 Option to Cancel. Provided Tenant is not in default of its lease and the City of New Orleans terminates or otherwise limits the available funding for the Inspector General's office and the Landlord can not reduce the space accordingly, Tenant will have an option to cancel the lease at the end of each December after December 31, 2007, provided:

- a. Tenant gives written notice to Landlord by December 1 of each year of its intention to cancel with a letter from the office of Property Management that the funding has been cancelled or otherwise limited.
- b. Tenant pays for any damage to furniture, broken or damaged beyond normal wear and tear as determined by the Landlord.
- c. Tenant vacates premises no later than December 31st of the year in which the lease is cancelled.

27.15. Landlord As Occupant. Landlord is the principal occupant of the Building. Currently, Landlord's functions at the Building require a highly secure environment and other amenities as described in this Lease, all of which are substantially in excess of what is provided by a typical commercial office or data center facility. Accordingly, Landlord's obligation to provide these services (24 hour access, HVAC outside of Building Service Hours, security, etc.) in the event the nature of Landlord's operation changes would be reduced to those services typical of a comparable Class A Office Building.

Landlord and Tenant have executed this Lease as of the day and year first above written.

WITNESS/ATTEST:

LANDLORD:

FEDERAL RESERVE BANK OF ATLANTA, New Orleans BRANCH, a federally chartered corporation

Elaine Morlier

Name (print): Elaine Morlier

Richard Sources

Name (print): Richard Sources

By: [Signature]

Name: Robert J. Musso

Title: Senior Vice President

WITNESS/ATTEST:

TENANT: City of New Orleans

Sandra Severin

Name (print): Sandra Severin

Cheryl Mendy

Name (print): Cheryl Mendy

By: [Signature]

Name: C. Ray Nagin

Title: Mayor

Tenant's Tax ID Number (SSN or FEIN)

FORM AND LEGALTY APPROVED:

[Signature]
Law Department, City of New Orleans

EXHIBIT "A"

OUTLINE AND LOCATION OF PREMISES

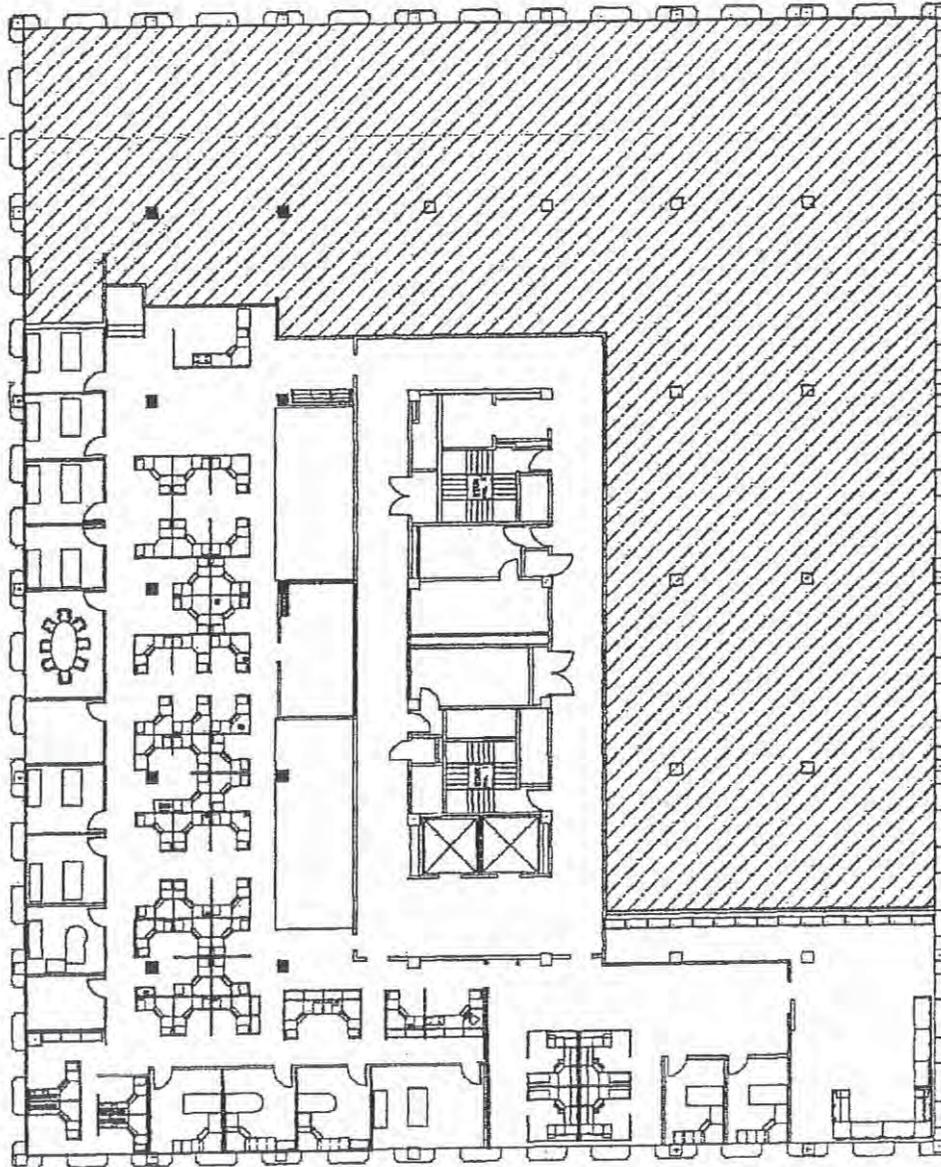


EXHIBIT "B"

WORK LETTER

Deleted.

EXHIBIT "C"

BUILDING RULES AND REGULATIONS

1. The sidewalks, halls and passages shall not be obstructed by the Tenant, or used for any other purpose than for ingress and egress to and from the Demised Premises. No windows, floors or skylights that reflect or admit light into the Building shall be covered or obstructed by Tenant. No awnings, curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the Demised Premises without the prior consent of Landlord, including approval by Landlord of the quality, type, design, color and manner of attachment.

2. Security

a. The halls, passages, entrances and roof of the Building are not for the use of the general public, and the Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of the Landlord, or its employees, could be detrimental to the safety, security, character, reputation and interests of the Landlord, the Building or the other Tenants of the Building.

b. The Tenant, its employees, agents, and business invitees shall submit to and comply with all identification, sign in, parcel/brief case examination procedures and other reasonable security measures which the Landlord's security program prescribes. The Tenant's employees, agents and invitees shall wear the prescribed identification badges (including any visitor's identification tags) at all times while on the Demised Premises or upon entering upon the Building.

c. Any of the Tenant's employees, agents or invitees who are carrying large parcels, boxes, bags, brief cases, personal articles, etc. shall cooperate with Landlord's Law Enforcement personnel in allowing the same to be examined and/or checked and shall not be admitted to the Building or the Demised Premises with submitting to such examination.

d. Tenant's employees, agents or invitees are not permitted to bring weapons, explosives, illegal or hazardous substances or chemical or biological agents into the Building. Landlord's Law Enforcement personnel may decide in their sole discretion whether any items fit this description or may otherwise be prohibited in the Building.

e. The Landlord may prevent access to the building by any person during any invasion, mob riot, public excitement or other commotion by closing the doors or otherwise, without the consent of or liability to Tenant.

f. During other than Normal Business Hours, access shall be denied to the Building to any persons unless any such persons seeking admission is known by Landlord's Law Enforcement personnel or other person in charge of the security of the Building to have the right to enter the Building or the Demised Premises, and unless such person is properly identified as an authorized employee or business invitee of the Tenant.

g. Landlord may require that all mail and other deliveries to Tenant be made to a location outside the Building either designated or approved by Landlord. Tenant shall open and inspect all mail and other deliveries at that location.

subject to inspection by the Landlord's employees upon request. No hand trucks, except those equipped with rubber tires and side guards, shall be permitted in the Building. In no event shall any weight be placed upon any floor by Tenant so as to exceed the design conditions of the floor at the applicable locations.

The Tenant shall not use or allow to be used on the Demised Premises any article or substance having an offensive odor, such as, but not limited to ether, naphtha, phosphorus, benzol, gasoline, benzine, petroleum or any product thereof, crude or refined earth or coal oils, flashlight powder, or other explosives, kerosene, camphene, burning fluid or any dangerous, explosive or rapidly burning matter or material of any kind. The Tenant, employees, agents or business invitees shall not make any disturbances of any kind in the Building, or mark or defile the water closets, or toilet rooms, or the walls, windows or doors of the Building, or interfere in any way the Landlord's use of the Building.

9. Tenant agrees that its use of electrical current shall never exceed the capacity of existing feeders, risers or wiring installation.

10. The Tenant shall not lay or put upon the floors, any varnish, stain, paint, linoleum, oil-cloth, rubber or other air-tight covering, or fasten any articles or drill any holes or screws to the walls, doors or partitions or paint, paper or otherwise cover the same or mark or break the same.

11. The Tenant shall not place any signaling, telegraphic, telephonic or other wires and instruments in the Demised Premises unless directed by the Landlord as to where and how the same are to be placed. If the Tenant desires to introduce signaling, telegraphic, telephonic or other wires and instruments, the Landlord will direct the electricians as to where and how the same are to be placed, and without such directions no placing, boring or cutting for wires will be permitted. The Landlord shall in all cases retain the right to require the placing and using of such electrical protecting devices to prevent the transmission of excessive currents of electricity into or through the building, and to require the changing of wires and of their placing and arrangement as the Landlord may deem necessary, and further to require compliance on the part of all seeking access to such wires with such rules as the Landlord may establish relating thereof, and in the event of noncompliance with such requirements and rules the Landlord shall have the right to immediately cut and prevent the use of such wires. All cost and expenses incurred in connection with any and all such work shall be paid by the Tenant who shall be solely responsible and liable for any and all damage to persons and property that may occur in connection with or by reason of same.

12. The Landlord may from time to time establish Rules and Regulations for the use of the Landlord's Cafeteria, the Landlord's Parking Lot and Driveways and other facilities by the Tenant's employees, agents and/or invitees which the Tenant hereby accepts and agrees to cooperate with the Landlord in effecting compliance with all such Rules and Regulations. Parking will only be allowed in designated spaces in the Parking Lot, and vehicles that have not been moved over a continuous period of ten days without the express written permission of Landlord may be considered abandoned and disposed of by Landlord. Proof of insurance is required for all vehicles parked on the property.

13. Canvassing, peddling, soliciting and distribution of handbills or any other written materials in the Building are prohibited, and Tenant shall cooperate to prevent the same.

14. Smoking is prohibited in the Building and is only allowed in designated smoking areas outside of the building.

15. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the other Tenants of the Building.

16. These Rules and Regulations are supplemental to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Building.

17. Landlord reserves the right to make such other and reasonable Rules and Regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and the Land, and for the preservation of good order therein.

Contact Person: Rosanna J. Burks Phone: X3615

CHECK LIST SHEET TO BE USED FOR
CLEARANCE OF A CONTRACT FOR LEASE OF IMMOVABLE PROPERTY

Synopsis of Document: **Amendment to Lease between the Federal Reserve Bank of Atlanta, New Orleans Branch ("Landlord"), and City of New Orleans ("Tenant") for the Inspector General's Office** to provide for the lease of an existing server room, 120 square feet in dimension, adjacent to the Tenant space (see attached). Base rent per square foot will be the same as the existing and will remain in effect until the termination of the Lease on December 31, 2011. The space is being modified. The cost of the modification is estimated to be approximately \$15,000.00 (see attached estimates).

1. Pamela Sims Smith 12/22/08
Pamela Sims Smith, Director Date

1A. Edwin J. Mazoué, Jr. 12/17/2008
Edwin J. Mazoué, Jr., Real Estate Date

*AMC
on 2-11-09
City of New Orleans
@ 11:00 AM*

2. [Signature]
City Attorney's Office Date

3. _____
Civil Service Date

4. _____
Purchasing Date

5. _____
Finance Date

6. _____
Chief Administrative Office Date

7. [Signature] 2/16/09
Mayor Date

12/31/08

K08-1029

ROBERT J. MUSSO
Senior Vice President



FEDERAL
RESERVE
BANK
of ATLANTA

November 21, 2008

Mr. Edwin J. Mazuié, Jr.
Real Estate Administrator
Real Estate & Records Division
City of New Orleans
1300 Perdido Street
Suite SW06
New Orleans, LA 70112

NEW ORLEANS BRANCH
525 St. Charles Avenue
New Orleans, Louisiana 70130
504-593-3201
fax 504-593-3213
robert.musso@atl.frb.org

Re: Amendment to Lease between the Federal Reserve Bank of Atlanta, New Orleans Branch ("Landlord"), and City of New ("Tenant").

Dear Mr. Mazuié:

This letter is an amendment to the lease agreement between the Federal Reserve Bank of Atlanta, New Orleans Branch and the City of New Orleans, dated December 7, 2008, ("the Lease"), to provide for the lease of an existing server room, 120 square feet in dimension, adjacent to the Tenant space (see attached).

The base rent per square foot for this additional 120 square feet will be the same as the existing square footage (currently \$20.00 per square feet, \$2,400 per year) and will remain in effect until the termination of the Lease on December 31, 2011. The space is being modified as described in the attached document. All costs associated with the modifications will be paid to the contractor(s) by the Bank and reimbursed by the Tenant upon completion of the modifications. The cost of the modification is estimated to be approximately \$15,000 (see attached estimates). All other terms of the Lease remain unchanged.

Please indicate your agreement to this amendment by signing this letter and returning it to us. In the meantime, if you need any additional information please call Richard Squires at (504) 593-3373.

Sincerely,

Accepted and Agreed:
City of New Orleans

Robert J. Musso

Accepted and Agreed:
City of New Orleans

FORM AND LEGALITY APPROVED:

Law Department, City of New Orleans
GLEN McGRATH, ACA, CND
(RE: AM. TO LEASE DTD. 12-7-07)

By:

Name and Title

2-26-09
Date

CITY OF NEW ORLEANS
DEPARTMENT OF FINANCE
TAX CLEARANCE AUTHORIZATION

1300 Perdido St., Room 3E06, New Orleans, LA 70112, Fax (504) 658-1706

FOR CITY OF NEW ORLEANS USE ONLY	TRACKING NO.
RECEIVED BY FINANCE DEPT. ON:	
FROM:	PHONE
TO REVENUE ON:	BY:
TO TREASURY ON:	BY:
TO DIRECTOR ON:	BY:
COMPLETED & RECEIVED BY DEPT. FINANCE ON:	
DEPT. OF LAW RECEIVED ON:	BY:

According to Section 2-8 of the Code of the City of New Orleans, Louisiana 1995, the City may not enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

- ▶ A SEPARATE TAX CLEARANCE AUTHORIZATION IS REQUIRED FOR EACH CONTRACT
- ▶ IF THIS AUTHORIZATION IS NOT SIGNED AND DATED, IT WILL BE RETURNED

Taxpayer Information

TYPE OF BUSINESS:
Central Banking

BUSINESS NAME:
FEDERAL RESERVE Bank - New Orleans Branch

OWNER'S NAME:
FEDERAL RESERVE Bank of ATLANTA

BUSINESS ADDRESS:
525 ST. Charles Ave.
New Orleans, LA 70130

MAILING ADDRESS:
525 ST. Charles Ave.
New Orleans, LA 70130

CONTACT TELEPHONE:
504-593-3373

FAX NUMBER:
504-593-5837

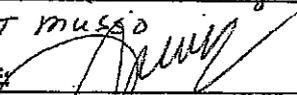
E-MAIL ADDRESS: richard.squires@atl.frb.org Name Of Contracting Department:

REAL ESTATE TAX NUMBER:
103104311
 (IF KNOWN)

PERSONAL PROPERTY TAX NUMBER:
N/A
 (IF KNOWN)

SALES TAX/OCCUPATIONAL LICENSE NUMBER:
100460629
 (IF KNOWN)

PRINT NAME: ROBERT MUSSO **TITLE:** Sr. Vice President

AUTHORIZED SIGNATURE:  **DATE SIGNED:** _____

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

BUREAU OF REVENUE (Room 1W15)
 This clearance covers Occupational License and Sales/Use taxes.

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER IS/IS NOT DELINQUENT IN ANY TAXES OWED TO THE CITY.

Richard Squires 11/24/08
 COLLECTOR OF REVENUE DATE

BUREAU OF TREASURY (Room 1W37)
 This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER IS/IS NOT DELINQUENT IN ANY TAXES OWED TO THE CITY.

Michael J. Carlin 11/24/08
 TREASURY CHIEF DATE

I HEREBY ASSERT THAT THE DELINQUENCY IS/IS NOT REMEDIED.

I HEREBY ASSERT THAT THE DELINQUENCY IS/IS NOT REMEDIED.

COLLECTOR OF REVENUE _____ DATE _____ TREASURY CHIEF _____ DATE _____

I attest that the taxpayer named above is/is not delinquent in any taxes owed to the city.

[Signature] 11/25/08
 DIRECTOR OF FINANCE DATE

OIG LEASE AMENDMENT NO. 2

SPACE
REDUCTION



K09-1197
FEDERAL
RESERVE
BANK
of ATLANTA

AMY GOODMAN
Vice President

December 04, 2009

Mr. Ed Quatrevaux
Inspector General
Office of Inspector General
City of New Orleans
525 St. Charles Ave
New Orleans, LA 70130

NEW ORLEANS BRANCH
525 St. Charles Avenue
New Orleans, LA 70130-1630
504.593.3202
amy.goodman@atl.frb.org

Re: Reduction in space request

Dear Mr. Quatrevaux:

We have reviewed your request dated November 13, 2009, to reduce the square footage of the demised premises leased to the City of New Orleans for the Office of Inspector General. The Bank does agree to the reduction in square footage of 2,302 usable square feet effective January 1, 2010. The Bank is also agreeable to extending the Lease for an additional four year term (2012-2016) subject to negotiations of build-out costs that we understand that you would like us to complete.

Effective January 1, 2010, the square footage of office and server room space in the Lease will be reduced to 7,891 usable square feet, and the total number of parking spots provided by the Bank will be reduced to 12 (5 at no cost and 7 at the market rate). Additional parking spaces can be made available as stated in section 8.01 of the Lease. A floor plan indicating the revised demised premises is attached. The monthly base rent payment will be revised to \$13,094.32 and represents the cost of the demised premises and 12 unreserved parking spots. The Tenant's Pro Rata Share as defined in section 1.04 of the Lease will change to 8.70%. A worksheet used to calculate the monthly base rent payment is attached for your reference. All other terms of the Lease remain unchanged.

The Bank does agree to construct the storage closet as shown on the attached floor plan. We would like to construct this closet when we complete the build-out of the tenant space adjacent to your demised premises. Until the closet is constructed, you may continue to use the space occupied by your evidence room at no cost.

If these terms are acceptable, please indicate your agreement by signing this letter and returning it to us. In the meantime, if you need any additional information please call Richard Squires at (504) 593-3373.

Sincerely,

Accepted and Agreed:

Amy Goodman

Amy S. Goodman

City of New Orleans

By:

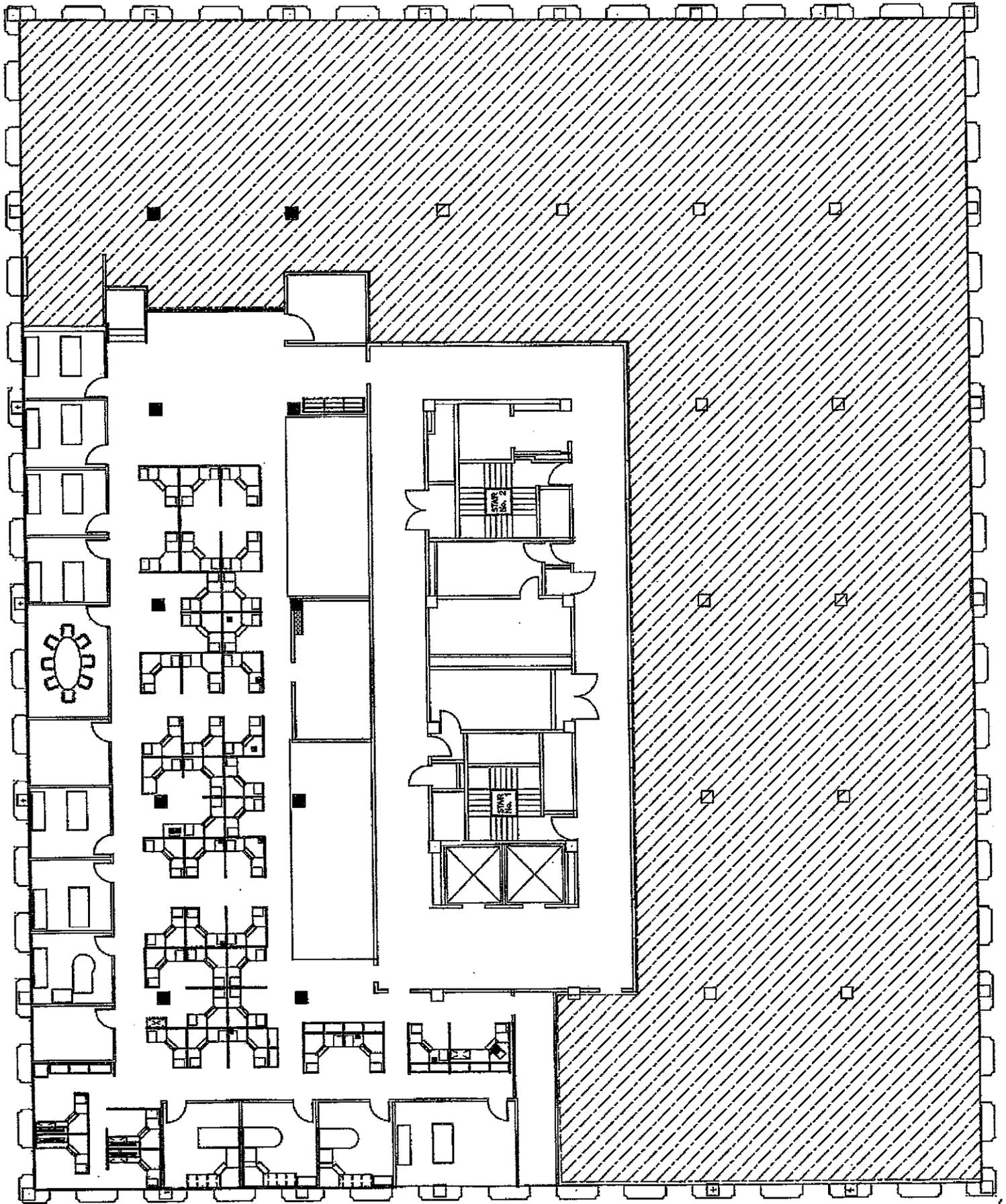
[Signature]
Name and Title

2/1/10

Date

FORM AND LEGALITY APPROVED:

[Signature]
Law Department, City of New Orleans
GLEO McGRATH, AEA, CNO



K10-405

AMY S. GOODMAN
Vice President



FEDERAL
RESERVE
BANK
of ATLANTA

June 4, 2010

Mr. Ed Quatrevaux
Inspector General
Office of Inspector General
City of New Orleans
525 St. Charles Ave
New Orleans, LA 70130

NEW ORLEANS BRANCH
525 St. Charles Avenue
New Orleans, Louisiana 70130
504-593-3202
fax 504-593-3213
amy.goodman@atl.frb.org

Re: Amendment #3 to Lease between the Federal Reserve Bank of Atlanta, New Orleans Branch ("Landlord"), and City of New Orleans ("Tenant").

Dear Mr. Quatrevaux:

This letter is an amendment to the lease agreement between the Federal Reserve Bank of Atlanta, New Orleans Branch and the City of New Orleans, dated December 7, 2007, and amended November 21, 2008 and December 4, 2009 ("the Lease"), to extend the lease term to December 31, 2015, provide for construction build out to the Tenant's demised premises, , and to discontinue security rounds in the demised premises.

The terms of this amendment are as follows:

- The primary term of the lease is extended to December 31, 2015 at the current rate.
- The renewal option clause in the lease (paragraph 27.12) will become effective at the end of the revised primary term on December 31, 2015. (The renewal period will be 1/1/2016 – 12/31/2019).
- The Landlord will complete Landlord work as indicated on the attached floor plan consisting of removing the retractable shelves, replacing all of the existing carpeting in the demised premises, constructing and furnishing six offices, and an interview room, and replacing existing cubicle furniture with Bank owned cubicle furniture within the demised premises at Landlord's expense up to a cost threshold of \$157,820.00 (\$20.00 per square foot.) Should the cost of the Landlord work exceed this amount (\$157,820.00), the Tenant will be responsible for all costs exceeding the threshold as indicated in the attached work letter (Exhibit B).
- All improvements, including the furnishings and furniture, will be the property of the Bank that Tenant will have use of during the term of the lease. Tenant remains responsible for the maintenance and upkeep of the improvements, furniture, and furnishings during the term of the lease.
- The Option to Cancel clause (paragraph 27.14) is amended by adding the following subparagraph d.:

"d. If Tenant exercises the Option to Cancel prior to the end of the revised primary term, the tenant will pay landlord the unamortized costs of all the Landlord work completed as

June 4, 2010

part of this amendment based upon a five year amortization schedule beginning January 1, 2011 ending on December 31, 2015.

- The Bank's security staff complete building security rounds for the following reasons:
 - Detect and respond to any intrusion attempts in the building,
 - Detect and assist staff and tenants working after hours that may need medical assistance, and
 - Detect any building issues that require immediate response (leaks, fire, etc.) in order to mitigate potential damage to property and/or equipment

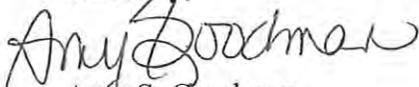
The Inspector General has requested that we discontinue security rounds in his demised premises. The Bank is willing to discontinue the security rounds as long as it is specifically understood that we will no longer provide this service and be responsible for the items listed above, including any damage to tenant's property arising from an undetected water leak or other building issue. In the case of an emergency which comes to our attention through other means (fire, leak, or other hazard requiring immediate action) the Bank staff will still enter the demised premises to take corrective action in accordance with the existing lease agreement. We agree to promptly notify the Inspector General's Office should such emergency access measures have been taken.

- The attached Work Letter (Exhibit B) is fully incorporated into this lease amendment for the design, construction, and completion of the Landlord work as described in this amendment.
- ~~This amendment is valid if fully executed and delivered to the Bank by July 30, 2010, otherwise it is null and void.~~

All other terms of the Lease remain unchanged.

If these terms are acceptable, please indicate your agreement by signing this letter and returning it to us. In the meantime, if you need any additional information please call Richard Squires at (504) 593-3373.

Sincerely,


Amy S. Goodman

Accepted and Agreed:
City of New Orleans

By: 

MITCHELL J. LANDRIEN, MAYOR
Name and Title

8/31/10
Date

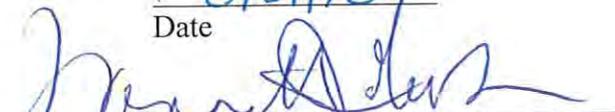

BY: NANNETTE JOLIVETTE BROWN
CITY ATTORNEY

EXHIBIT "B"

WORK LETTER

This Exhibit is attached to and made a part of the Lease by and between **FEDERAL RESERVE BANK OF ATLANTA**, a federally chartered corporation ("Landlord") and **The City of New Orleans** ("Tenant") for space in the Building located at 525 St. Charles Ave., and commonly known as the Federal Reserve Bank of Atlanta, New Orleans Branch.

As used in this Work Letter, the "**Premises**" shall be deemed to mean the Premises, as initially defined in the attached Lease.

1. This Work Letter shall set forth the obligations of Landlord and Tenant with respect to the improvements to be performed in the Premises for Tenant's use. All improvements described in this Work Letter to be constructed in and upon the Premises by Landlord are hereinafter referred to as the "**Landlord Work**". It is agreed that construction of the Landlord Work will be completed at Tenant's sole cost and expense, subject to the Allowance (as defined below). Landlord shall enter into a direct contract for the Landlord Work with a general contractor selected by Landlord. In addition, Landlord shall have the right to select and/or approve of any subcontractors used in connection with the Landlord Work.
2. Tenant shall be solely responsible for the timely preparation and submission to Landlord of the final architectural, electrical and mechanical construction drawings, plans and specifications (called "**Plans**") necessary to construct the Landlord Work, which plans shall be subject to approval by Landlord and Landlord's architect and engineers and shall comply with their requirements to avoid aesthetic or other conflicts with the design and function of the balance of the Building. Tenant shall be responsible for all elements of the design of Tenant's plans (including, without limitation, compliance with law, functionality of design, the structural integrity of the design, the configuration of the Premises and the placement of Tenant's furniture, appliances and equipment), and Landlord's approval of Tenant's plans shall in no event relieve Tenant of the responsibility for such design. If requested by Tenant, Landlord's architect will prepare the Plans necessary for such construction at Tenant's cost. Whether or not the layout and Plans are prepared with the help (in whole or in part) of Landlord's architect, Tenant agrees to remain solely responsible for the timely preparation and submission of the Plans and for all elements of the design of such Plans and for all costs related thereto. Tenant has assured itself by direct communication with the architect and engineers (Landlord's or its own, as the case may be) that the final approved Plans can be delivered to Landlord on or before September 30, 2010 (the "**Plans Due Date**"), provided that Tenant promptly furnishes complete information concerning its requirements to said architect and engineers as and when requested by them. Tenant covenants and agrees to cause said final, approved Plans to be delivered to Landlord on or before said Plans Due Date and to devote such time as may be necessary in consultation with said architect and engineers to enable them to complete and submit the Plans within the required time limit. Time is of the essence in respect of preparation and submission of Plans by Tenant. If the Plans are not fully completed and approved by the Plans Due Date, Tenant shall be responsible for one day of Tenant Delay (as defined in the Lease to which this Exhibit is attached) for

each day during the period beginning on the day following the Plans Due Date and ending on the date completed Plans are approved. (The word "architect" as used in this Exhibit shall include an interior designer or space planner.)

3. If Landlord's estimate and/or the actual cost of construction shall exceed the Allowance, Landlord, prior to commencing any construction of Landlord Work, shall submit to Tenant a written estimate setting forth the anticipated cost of the Landlord Work, including but not limited to labor and materials, contractor's fees and permit fees. Within 3 Business Days thereafter, Tenant shall either notify Landlord in writing of its approval of the cost estimate, or specify its objections thereto and any desired changes to the proposed Landlord Work. If Tenant notifies Landlord of such objections and desired changes, Tenant shall work with Landlord to reach a mutually acceptable alternative cost estimate.
4. If Landlord's estimate and/or the actual cost of construction shall exceed the Allowance, if any (such amounts exceeding the Allowance being herein referred to as the "**Excess Costs**"), Tenant shall pay to Landlord such Excess Costs, plus any applicable state sales or use tax thereon, upon demand. The statements of costs submitted to Landlord by Landlord's contractors shall be conclusive for purposes of determining the actual cost of the items described therein. The amounts payable by Tenant hereunder constitute Rent payable pursuant to the Lease, and the failure to timely pay same constitutes an event of default under the Lease.
5. If Tenant shall request any change, addition or alteration in any of the Plans after approval by Landlord, Landlord shall have such revisions to the drawings prepared, and Tenant shall reimburse Landlord for the cost thereof, plus any applicable state sales or use tax thereon, upon demand. Promptly upon completion of the revisions, Landlord shall notify Tenant in writing of the increased cost which will be chargeable to Tenant by reason of such change, addition or deletion. Tenant, within one Business Day, shall notify Landlord in writing whether it desires to proceed with such change, addition or deletion. In the absence of such written authorization, Landlord shall have the option to continue work on the Premises disregarding the requested change, addition or alteration, or Landlord may elect to discontinue work on the Premises until it receives notice of Tenant's decision, in which event Tenant shall be responsible for any Tenant Delay in completion of the Premises resulting therefrom. If such revisions result in a higher estimate of the cost of construction and/or higher actual construction costs which exceed the Allowance, such increased estimate or costs shall be deemed Excess Costs pursuant to Paragraph 4 hereof and Tenant shall pay such Excess Costs, plus any applicable state sales or use tax thereon, upon demand.
6. Following approval of the Plans and the payment by Tenant of the required portion of the Excess Costs, if any, Landlord shall cause the Landlord Work to be constructed substantially in accordance with the approved Plans. Landlord shall notify Tenant of substantial completion of the Landlord Work.
7. Landlord, provided Tenant is not in default, agrees to provide Tenant with an allowance (the "**Allowance**") in an amount not to exceed \$157,820.00 (which Landlord and Tenant agree is an amount equal to \$20.00 per usable square foot of the Premises) to be applied

toward the cost of the Landlord Work in the Premises. If the Allowance shall not be sufficient to complete the Landlord Work, Tenant shall pay the Excess Costs, plus any applicable state sales or use tax thereon, as prescribed in Paragraph 4 above. Any portion of the Allowance which exceeds the cost of the Landlord Work or is otherwise remaining after Substantial Completion, shall accrue to the sole benefit of Landlord, it being agreed that Tenant shall not be entitled to any credit, offset, abatement or payment with respect thereto.

8. Upon final determination of the cost of the Landlord Work, the Landlord will submit to Tenant an invoice for the amount that is in excess of the Tenant Allowance. Tenant may pay the full amount of the invoice within thirty days of the date of the invoice, or, if the amount is in excess of \$10,000, may elect to pay the amount in equal monthly payments over a term of 36 months, plus interest at the rate of 6% per annum on the outstanding balance due and payable with each monthly payment. If Tenant elects to pay the amount over a 36 month term, all payments of principal and interest shall be considered Additional Rent under Section 4 of the Lease.
9. This Exhibit shall not be deemed applicable to any additional space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.



**CITY OF NEW ORLEANS
CONVICTED FELON AFFIDAVIT**
(Pre-requisite to contract as per City Code Section 2-8 (c))

STATE OF LOUISIANA

PARISH OF Orleans

Before me, the undersigned authority, came and appeared AMYS GOODMAN,
who, being first duly sworn, deposed and said that:

1. He/She is the Vice President and authorized representative
of Federal Reserve Bank of Atlanta, hereafter called "Contractor."
To the best of the undersigned's knowledge
2. The Contractor complies with Section 2-8 (c) of the Code of the City of New Orleans.
To the best of the undersigned's knowledge
3. No Contractor ~~principal, member,~~ or officer has, within the preceding five years, been
convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of
public funds, bribery, or falsification or destruction of public records.

AVIONE A. BROWN
ATTORNEY NOTARY
State of Louisiana
My Commission Is Issued For Life
La. Bar Roll No. 31641

Amy S Goodman
Contractor Representative (Signature)
Amy S. Goodman
(Print or type name)
525 St. Charles, Ave, New Orleans
(Address)

Sworn to and subscribed before me, in New Orleans, Louisiana, this 7th
day of June, 2010

[Signature]
Notary Public

31641
Notary Identification/Bar Roll Number



ADRIENNE C. SLACK
Assistant Vice President

NEW ORLEANS BRANCH
525 St. Charles Avenue
New Orleans, LA 70130-1630
504.593.3204
fax 504.593.3213
adrienne.c.slack@atl.frb.org

May 31, 2011

Mr. Ed Quatrevaux
Inspector General
Office of Inspector General
City of New Orleans
525 St. Charles Ave., Suite 300
New Orleans, LA 70130

Re: Amendment #4 to Lease between the Federal Reserve Bank of Atlanta, New Orleans Branch ("Landlord"), and City of New Orleans ("Tenant").

Dear Mr. Quatrevaux,

This letter is an amendment to the lease agreement between the Federal Reserve Bank of Atlanta, New Orleans Branch and the City of New Orleans, dated December 7, 2007, and amended November 21, 2008, December 4, 2009, and June 4, 2010 ("the Lease"), to extend the lease term to September 30, 2018 and provide an additional buildout allowance of \$108,501.

The terms of this amendment are as follows:

- The primary term of the lease is extended to September 30, 2018.
- The renewal option clause in the lease (paragraph 27.12) will become effective at the end of the revised primary term on September 30, 2018. The renewal period will be 10/1/18 -- 9/30/21.
- The allowance (as stated in exhibit B paragraph 7) will be increased to \$266,321 (\$33.75 per square foot of the office area).
- The Base Rent as stated in paragraph 1.03a is increased to \$13,423.11 per month beginning January 1, 2016 (increase by \$0.50).
- The Option to Cancel clause (paragraph 27.14, subparagraph "d") is amended by changing the amortization schedule from a five year schedule to an approximate seven year two month (86 months) schedule beginning August 1, 2011 (or on the first day of the first month after construction completion) and ending September 30, 2018 to coincide with the revised primary term.

All other terms of the lease remain unchanged.

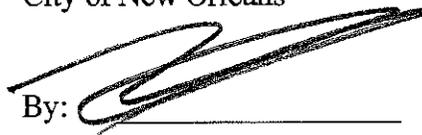
FEDERAL RESERVE BANK of ATLANTA

If these terms are acceptable, please indicate your agreement by signing this letter and returning it to us. In the meantime, if you need any additional information please call Richard Squires at (504) 593-3373.

Sincerely,


Adrienne Slack

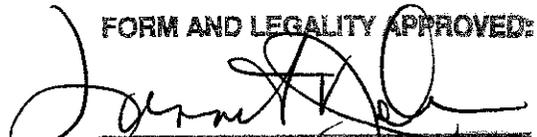
Accepted and Agreed:
City of New Orleans

By: 

Mitchell Landrieu, Mayor
Name and Title

6-7-11
Date

FORM AND LEGALITY APPROVED:


Law Department, City of New Orleans