

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the "Lease") is made and entered into as of [\_\_\_\_\_] [\_\_\_\_], 2006, by and between **BROUSSARD COMMONS, L.L.C.**, a Louisiana limited liability company ("Landlord") and [\_\_\_\_\_] [\_\_\_\_], appearing herein individually, a resident of the lawful age of majority of [\_\_\_\_\_] Parish, Louisiana ("Tenant").

### SECTION 1 LEASE OF PREMISES

Subject to the terms, promises, provisions, conditions and covenants contained in this Lease, the Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain space in Building No. [\_\_\_\_] (the "Building") of "Broussard Commons", a commercial development to be constructed by Landlord on the land located in the City of Broussard, Lafayette Parish, Louisiana, and more fully described on Exhibit "A" attached hereto (the "Land"), which space shall have such configuration and shall consist of approximately [\_\_\_\_] square feet of rentable area, as shown on the drawing marked Exhibit B attached hereto and (the "Leased Space"); together with the non-exclusive right in common with the other tenants and occupants of the Building and the other buildings in "Broussard Commons" to use and occupy all parking areas, alleys, roadways, sidewalks, landscaping and other appurtenances and privileges located in, on or under the Land (the "Common Areas"). The Leased Space and such rights to the Common Areas are hereinafter referred to as the "Premises."

### SECTION 2 TERM

2.1 Original Term. Unless sooner terminated pursuant to the terms and provisions of this Lease, the "Original Term" of this Lease shall be for a term of five (5) years, commencing on the day Landlord delivers actual possession of the Premises to Tenant with all Tenant Improvements Substantially Completed in accordance with Section 10.2 of this lease (the "Commencement Date") and terminating [\_\_\_\_], 2011 at 11:59 p.m. (the "Expiration Date") unless extended or sooner terminated pursuant to the terms and conditions of this Lease. Tenant shall have the right to enter upon the Premises prior to the Commencement Date for the purpose of moving and installing its trade fixtures, equipment and furniture; provided, however, Tenant shall obtain Landlord's consent to any such entry prior to the Commencement Date, which consent shall not be unreasonably withheld.

2.2 Renewal Option. Tenant shall have \_\_\_\_\_ (\_\_\_\_) (consecutive options to renew the Original Term of this Lease (each, a "Renewal Option," and together, the "Renewal Options") for five (5) years each (each, a "Renewal Term," and together the "Renewal Terms"). Tenant may exercise each such Renewal Option by sending Landlord written notice no less than sixty (60) days, but no sooner than one hundred eighty (180) days, prior to the Expiration Date or the expiration of the then-current Renewal Term of this Lease. Upon Tenant's exercise of its Renewal Option(s), this Lease and Tenant's tenancy under this Lease shall be deemed extended without the execution of any further instrument. Unless the content otherwise requires, the word "Term," whenever used in this Lease, shall mean the Original Term and any Renewal Term(s).

**SECTION 3**  
**RENT**

3.1 Base Rent. During the Term, Tenant shall pay to Landlord, as annual base rent for the Premises (the "Base Rent"), the sum equal to \$ [\_\_\_\_\_]. The Base Rent shall be payable in equal monthly installments of \$ [\_\_\_\_\_], in advance, beginning on the first day of the next calendar month following the Commencement Date of the Original Term and the first day of each subsequent calendar month during the term of this Lease. In addition, at the same time as the first monthly installment of Base Rent is due, Tenant shall also pay Landlord prorata Base Rent computed on a per diem basis for the number of days of the preceding month subsequent to the Commencement Date. Tenant agrees that at the commencement of each Renewal Term, the Base Rent shall be adjusted on the basis of any increase in the cost of living as reported in the Consumer Price Index, All Items and Major Group Figures for All Urban Consumers (1984 = 100), (the "Index"), published by the Bureau of Labor Statistics (the "Bureau") of the United States Department of Labor Index (Index equals 100), between the level in effect on the Commencement Date (the "Base Level") and the level in effect on the commencement date of the applicable Renewal Term (the "Adjustment Level"). The Base Rent for such Renewal Term (the "Adjusted Base Rent") shall be the product of the Base Rent multiplied by a fraction, the numerator of which is the Adjustment Level and the denominator of which is the Base Level. Stated as a mathematical formula, the Adjusted Base Rent shall be computed as follows:

$$\text{Adjusted Base Rent} = \frac{\text{Adjustment Level} \times \text{Base Rent}}{\text{Base Level}}$$

If the compilation and/or publication of the Index shall be transferred to any other department, bureau or agency of the United States Government, or if the Bureau shall adopt a successor Index, the Index published by such successor department, bureau or agency shall be adopted and used as a standard for computing the Adjusted Base Rent. In the event no Index Level is published for the Commencement Date or the commencement of any Renewal Term, the levels for computation shall be arrived at by interpolation from the published levels nearest to the dates on which the levels are to be determined. As soon as possible after publication of all statistics necessary for calculation of this Adjusted Base Rent applicable to any Renewal Term of this Lease, at the commencement of each Renewal Term Landlord shall compute the amount of the Adjusted Base Rent to be paid by Tenant during such Renewal Term and shall notify Tenant in writing, setting forth the manner in, and statistics upon, which the Adjusted Base Rent was computed. If the annual amount of Adjusted Base Rent payable during any lease year has not or cannot be computed by the due date of the first installment(s) thereof, Tenant shall continue to pay monthly installments of Base Rent at the previous level until the amount of the new installments has been computed. If the new installments shall be greater than installments due during the preceding year, Tenant shall pay the deficiency with the installment(s) next maturing. In no event shall the Adjusted Base Rent be less than the Base Rent.

3.2 Additional Rent. In addition to the Base Rent as provided in Section 3.1 of this Lease, Tenant promises and agrees to pay to Landlord "Additional Rent" each and every month during the Term of this Lease, payable in advance on the first (1<sup>st</sup>) day of each month

commencing with the Commencement Date of this Lease. (Unless the content otherwise requires, the word “Rent,” whenever used in this Lease, shall mean the Base Rent and Additional Rent.) The monthly Additional Rent payments shall reimburse Landlord for “Tenant’s Proportionate Share” of “Operating Expenses” (as such terms are hereinafter defined). The estimated monthly Additional Rent due and payable for the first month of this Lease is \$\_\_\_\_\_. The Additional Rent will fluctuate over the Term of this Lease as provided hereinafter. For purposes of this subsection 3.2, the following terms shall have the following meanings:

“Operating Expenses” shall mean and include (i) all real estate taxes and assessments with respect to the Building paid by Landlord during the term of this Agreement, (ii) all real estate taxes and assessments with respect to the Land paid by Landlord during the term of this Agreement (which taxes shall be proportionately allocated among all of the buildings in Broussard Commons), (iii) the cost of providing security services, lighting, landscaping and waste disposal (excluding medical waste), and the cost of all maintenance and repairs of the Common Areas paid by Landlord (all of which costs shall be proportionately allocated among all of the buildings in Broussard Commons), (iv) premiums for all insurance maintained by Landlord pursuant to Section 8 hereof, and (v) all other expenses, costs and disbursements of every kind and nature which Landlord shall pay or become obligated to pay in respect to or in connection with the operation and maintenance of the Building and the Common Areas, and which are usually considered “operating expenses” in accordance with generally accepted accounting practices, consistently applied.

“Tenant’s Proportionate Share” shall mean a fraction, the numerator of which equals the approximate rental area of the Leased Space set forth in Section 1 of this Lease, and the denominator of which equals the total approximate rentable area of the Building. Based upon the total approximate rentable area of the Buildings and the approximate rentable area of the Leased Space, the parties hereby stipulate and agree that Tenant’s Proportionate Share of Operating Expenses shall be [\_\_] percent (\_\_) %).

Additional Rent shall be paid in monthly installments beginning on the date of the first payment of Base Rent, and thereafter on the first day of each month, in such amounts as are estimated by Landlord and approved by Tenant which approval shall not be unreasonably withheld. Within ninety (90) days after the end of each calendar year during the Term hereof, Landlord shall furnish Tenant with a statement (the “Annual Statement”) which shall show (i) the Operating Expenses incurred during the preceding calendar year, (ii) Tenant’s Proportionate Share thereof, (iii) the total estimated payments made by Tenant during such calendar year, and (iv) the balance due from Tenant or to be credited to Tenant, as applicable. The Additional Rent for the first calendar year of the Original Term of this Lease shall be based on Landlord’s estimate of the Operating Expenses for such year.

3.3 Deposit. Upon the execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of \$\_\_\_\_\_. The deposit shall be held by Landlord until the termination of the Lease (and any extensions thereof). Upon the termination of this Lease, Landlord shall be entitled to apply all or any part of the deposit for repairs to the Premises, re-keying of locks and other matters that may arise. Landlord shall furnish to Tenant an accounting of the deposit showing and uses thereof and return any unused portion to Tenant. Tenant shall not be entitled to any interest on the security deposit while in the possession of Landlord.

#### **SECTION 4 USE OF PREMISES**

Tenant may use the Premises for use as [\_\_\_\_\_] as long as the use does not violate in any material respect the certificate of occupancy for the Premises, or any ordinance, law, rule or regulation of any governmental body applicable to the Premises, as the same may be modified, waived or amended from time to time (collectively, the "Applicable Law"). Tenant shall not do or permit to occur within the Premises any act which will increase premiums for any casualty, fire, liability or other insurance maintained by Landlord on the Premises or which shall render such insurance void or voidable, excepting however any activities which are usually and customarily anticipated in connection with the uses of the Premises permitted hereunder.

#### **SECTION 5 LANDLORD REPRESENTATIONS AND WARRANTIES**

Landlord represents and warrants that: (i) Landlord owns the Premises, (ii) the execution, delivery and performance of this Lease by the parties hereto is not precluded by nor will result in a breach of any agreement, mortgage, contract or other instrument or document to which Landlord is a party or by which the Premises is bound, (iii) the Tenant Improvements will be constructed in accordance with Section \_\_\_ below in a good and workmanlike manner free of latent or patent defects, (iv) the Premises shall comply with Applicable Law, including, without limitation, the Americans with Disabilities Act and all environmental laws, rules and regulations and are free of any latent and structural defects, (v) as of the Commencement Date, the Building Systems shall be in good working condition and shall be sufficient for the operation of Tenant's business at the Leased Space, (vi) as of the Commencement Date, all certificates of occupancy and other governmental approvals shall have been obtained (vii) no zoning rule, regulation or law exists, nor are the Premises subject to any restrictive covenant or other encumbrance, that would prevent use of the Premises for the purposes contemplated hereby.

#### **SECTION 6 PEACEFUL ENJOYMENT**

Landlord agrees that Tenant shall, and may peacefully have, hold and enjoy the Premises, free from disturbance by Landlord, its officers, agents, invitees, employees, successors or assigns or any party claiming by, through or under the same (collectively, the "Landlord Parties"), provided that Tenant pays the Rent and other sums herein recited to be paid by Tenant in a timely manner and performs all of Tenant's covenants and agreements herein contained.

**SECTION 7**  
**MAINTENANCE, REPAIRS AND ALTERATIONS**

7.1 Tenant's Maintenance and Repair Obligations. During the Term, Tenant shall, at its sole cost and expense, perform or caused to be performed the routine maintenance of the interior, non-structural portion of the Leased Space and will make any and all repairs to the Premises necessitated by the negligence or willful misconduct of Tenant, its officers, agents, invitees, employees, successors or assigns or any party claiming by, through or under the same (collectively, the "Tenant Parties").

7.2 Landlord's Maintenance and Repair Obligations. Landlord shall, at its sole cost and expense, promptly maintain, repair, service and/or replace all structural members, beams, foundations, roof, exterior walls, exterior painting, window and door frames, leakage and deterioration of the Premises and any damage, latent defect or similar imperfection of Premises existing prior to the Commencement Date or otherwise caused by the Landlord Parties.

7.3 Tenant's Alterations. Tenant shall have the right to make any changes, alterations or improvements to the Leased Space that it deems necessary or desirable; provided, however, if such changes, alterations and improvements are structural in nature, Tenant shall obtain the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. All such work shall be done in a workmanlike manner and in accordance with Applicable Law. At the termination of this Lease, Tenant shall be allowed, but not required, to remove from the Leased Space Tenant's trade fixtures and any changes, alterations or other improvements thereto. Tenant shall repair any damage to the Leased Space resulting from such removal.

7.4 Liens. Tenant shall promptly discharge, bond or otherwise cause to be removed any lien of any contractor, subcontractor, mechanic, materialman, laborer, architect or of any other person for any labor or material furnished to Tenant in connection with the Leased Space; provided, however, Tenant shall have the right to contest, at its sole cost and expense, the validity or amount of any such lien. Tenant shall indemnify, defend and hold harmless Landlord from any such lien and shall promptly notify Landlord in writing of such lien contest. During such lien contest, if Landlord determines, in its reasonable judgment, that it is necessary to preserve and protect the Leased Space, Tenant shall post a surety bond in accordance with Applicable Law to discharge such lien. Notwithstanding anything contained herein to the contrary, the existence of any lien, or any right in respect thereof, shall not constitute a violation of this Section if payment is not yet due upon the contract for the labor or material in respect of which any such lien has arisen. The provisions of this Section in no way reduce or compromise the rights of Tenant to encumber or assign this Lease or Tenant's leasehold interest in the Premises.

7.5 Signs. Subject only to compliance with Applicable Law, Tenant shall have the right to erect, maintain and replace signs on the [\_\_\_\_\_] advertising its business; provided, however, Landlord shall have the right to approve such signs prior to their placement on the [\_\_\_\_\_], which approval shall not be unreasonably withheld.

## SECTION 8 INSURANCE AND INDEMNITY

8.1 Public Liability Insurance. Landlord shall maintain comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. The limitation of liability of such insurance shall be in such amounts as reasonably determined by Landlord from time to time, but in no event be more than \_\_\_\_\_ Million and No\100 Dollars (\$\_\_,000,000.00) per occurrence with respect to injury or death to one person and not more than Three Hundred Thousand and NO/100 Dollars (\$\_\_\_\_\_,000.00) per occurrence regarding property damage. The limits of such insurance shall be deemed the upper limit of liability of Tenant under this Lease for matters covered thereby. Landlord shall obtain a written obligation on the part of each insurance company to notify Tenant at least twenty (20) days prior to cancellation of such insurance. All such policies of insurance shall name Tenant as an additional insured and shall provide that it is primary insurance to and noncontributing with any other insurance available to Landlord. Landlord shall pay all premiums on such insurance and Tenant shall reimburse Landlord monthly based on the Tenant's Proportionate Share of the Operating Expenses. Adjustments shall be made annually, based on the actual premiums compared to the estimated premiums.

8.2 Fire and Extended Coverage Insurance; Leased Improvements. Tenant shall secure and maintain (i) fire and extended coverage insurance-all risks insurance on the Tenant Improvements, insuring Landlord against loss or damage by fire, casualties or other perils, in an amount not less than one hundred (100%) percent of the full replacement value of the Tenant Improvements. Such insurance shall be made payable in case of loss solely to Landlord and, if Landlord has an obligation to repair and restore the Tenant Improvements, the proceeds from the insurance shall be utilized in the manner specified in Section 9 of this Lease. Landlord shall pay all premiums on such insurance and Tenant shall reimburse Landlord monthly based on the Tenant's Proportionate Share of the Operating Expenses. Adjustments shall be made annually, based on the actual premiums compared to the estimated premiums.

8.3 Personal Property Insurance. During the Term, Tenant shall secure and maintain casualty insurance insuring Tenant against loss or damage to its equipment and other personal property in the Leased Space by fire and all other casualties usually covered under a fire and extended coverage policy of casualty insurance.

8.4 Fire and Extended Coverage Insurance; Building and Common Areas. During the Term, Landlord, at its sole cost and expense, shall provide and keep in force broad form fire and extended coverage casualty insurance on the Building and the Common Areas, insuring against loss by fire, windstorm, sprinkler leakage, flood, earthquake, water damage and all of the risks and perils usually covered by a so-called "all risk" of physical loss endorsement to a policy of fire insurance, including, but not limited to, vandalism, malicious mischief and boiler, pressure vessel and machinery coverage, in an amount equal to not less than 100% of the full replacement value, without co-insurance.

8.5 Waiver of Subrogation. Notwithstanding anything contained in this Lease to the contrary, Landlord hereby waives and releases all rights of subrogation under insurance policies procured and maintained by or on behalf of Landlord and will cooperate in causing such insurance policies to be properly endorsed to evidence such waiver and release of subrogation by Landlord.

8.6 Indemnity. Tenant shall indemnify and hold Landlord harmless from and against claims, actions, liabilities, obligations, or suits arising out of or in connection with Tenant's use of the Premises, the conduct of Tenant's business or any activity, work, or things done, permitted, or suffered by Tenant in or about the Premises; provided, however Tenant shall have no obligation to indemnify Landlord from and against claims, actions, liabilities, obligations, or suits, (i) arising out of or in connection with Landlord's breach or default in the performance of any of its obligations to be performed under the terms of this Lease, (ii) arising out of or in connection with the negligence or willful misconduct of Landlord, or any of the Landlord Parties and/or (iii) intended to be covered or actually covered by the insurance required to be maintained hereunder (items (i) and (ii) shall hereinafter be referred to as the "Excluded Acts"). Landlord shall indemnify and hold Tenant harmless from and against claims, actions, liabilities, obligations and suits arising out of the Excluded Acts.

## **SECTION 9 FIRE AND OTHER CASUALTY**

9.1 Fire and Other Casualty. If the Building or the Premises shall be damaged by fire or other casualty and (i) the Leased Space is thereby rendered wholly unsuitable for its intended use, or (ii) the cost of repair or restoration as estimated by a contractor, architect or other construction consultant selected by Landlord and Tenant, exceeds 50% of the full replacement cost of the Building and/or the Premises (whichever is applicable); then in either such event either party may terminate this Lease. In addition, if the contractor, engineer or other construction consultant estimates that the required repair or restoration work cannot be completed within 180 days of the occurrence of such damage, then either Landlord or Tenant may terminate this Lease. If either party is entitled to terminate this Lease and desires to do so, it shall give the other party written notice of termination within thirty (30) days of the occurrence of such damage, and upon the giving of such notice, this Lease shall terminate as of the date of the casualty, and any prepaid Rent shall be refunded to Tenant. If the Premises shall be damaged by any casualty as described in the first sentence of this Section 9.1, but are rendered only partially untenable, Landlord shall promptly repair the same at its expenses, and the Base Rent shall proportionately abate during the period of such partial untenability.

9.2 Waiver of Subrogation. Landlord and Tenant on behalf of themselves and all others claiming under them, including any insurer, waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property (including, but not limited to, the Building and the Premises) arising from fire, smoke damage, windstorm, hail, vandalism, theft, malicious mischief and any of the other perils normally insured against in an "all risk" of physical loss insurance policy, regardless of whether insurance against those perils is in effect with respect to such party's property and regardless of the negligence of either party. If either party so requests, the other party shall obtain from its insurer a written waiver of all rights of subrogation that it may have against the other party.

**SECTION 10  
ASSIGNMENT AND SUBLETTING**

Tenant shall not assign, transfer or sublet all or any part of Tenant's interest in the Lease or Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of a permissible assignment or sublease hereunder, Tenant shall be released from liability under this Lease upon assumption by such permitted assignee or subtenant.

**SECTION 11  
CONSTRUCTION OF BUILDING AND TENANT IMPROVEMENTS**

11.1 Construction Obligations of Landlord. The Landlord shall begin construction of the Building no later than fifteen (15) days after receipt of a building permit from the governmental authorities with jurisdiction over issuance of such permit, which building permit shall be obtained by Landlord within [\_\_\_\_\_] (30) days after the execution and delivery of this Lease by Tenant. Within [\_\_\_\_\_] days after the execution and delivery of this Lease by Tenant, Landlord shall begin the construction and installation of certain interior partitions, finishes and other tenant improvement work in the Leased Space (the "Tenant Improvements") pursuant to plans and specifications to be agreed upon by Tenant and Landlord within [\_\_\_\_\_] days of the effective date of this Lease (which plans and specifications, as the same may be amended from time to time with the written consent of both Landlord and Tenant, are hereinafter collectively referred to as the "Plans"). Tenant shall complete the Tenant Improvements in a prompt, good and workmanlike manner and in compliance with said Plans. The Tenant shall not be deemed to have received actual possession of the Premises until all such work as called for in the Plans has been satisfactorily completed in accordance with the Plans. The Landlord covenants that all such work shall be carried out in accordance with requirements, orders and limitations of all local, state or federal departments or bureaus having jurisdiction therein. Landlord is solely responsible for such construction's compliance with all governmental requirements. All permits and licenses and the necessary insurance required in connection with the above work are to be obtained and paid for by the Landlord or its contractors. No changes shall be made to the Plans without the Tenant's prior written approval. .

11.2 Occupancy. The Landlord shall deliver actual possession of the Leased Space to Tenant ready for occupancy with all Tenant Improvements completed (other than punch-list items remaining that do not materially interfere with the issuance of a certificate of occupancy or the use and occupancy of the Leased Space for Tenant's intended purposes) in accordance with the Plans on or before \_\_\_\_\_, 200\_\_ (herein referred to as "Substantial Completion" or "Substantially Completed"). Notwithstanding the foregoing, however, in no event shall Landlord's delivery of actual possession of the Leased Space to Tenant with all Tenant Improvements Substantially Completed occur later than \_\_\_\_\_, 200\_\_. If Substantial Completion has not occurred by \_\_\_\_\_, 200\_\_, for each day thereafter that the Leased Space is not delivered to Tenant with all Tenant Improvements Substantially Completed, Tenant shall be entitled to rental abatement as its sole and exclusive remedy for such delay; provided, however, that if Substantial Completion has not occurred by \_\_\_\_\_, 200\_\_, Landlord shall be in default under this Lease and Tenant shall have all rights and remedies as provided in this Lease and at law. If a delay shall occur in the completion of the Tenant Improvements by Landlord as the

probable result of any of the following (“Tenant Delay”): (i) Change Orders requested by Tenant and approved by Landlord which Change Orders in the aggregate cause the Substantial Completion of the Tenant Improvements to be delayed more than sixty (60) days; provided, however, that the delay caused by such Change Order shall be specified in writing by Landlord to Tenant in connection with such approval, (ii) the fact that materials that require special fabrication or ordering from out-of-town suppliers require a lead time to obtain that is not in keeping with Landlord’s construction schedule (but Landlord agrees that no materials specifically identified in the Plans will cause Tenant Delay under this clause and Landlord must, if Tenant specifies materials in any Change Order or proposed change to the Plans, notify Tenant in writing at the time of Landlord’s approval of such change that timely delivery of the specified material cannot be guaranteed), or (iii) any interference or other act or omission of Tenant, its agents or employees that delays Landlord’s prosecution of the Tenant Improvements; then Substantial Completion of the Tenant Improvements shall be deemed to be the date on which Landlord reasonably projects it would have been able to achieve Substantial Completion but for such Tenant Delay. The Tenant, before the start of moving onto the Premises, shall indicate, in writing, its acceptance of the Premises, at which time the Term of the Lease will start and Landlord and Tenant shall execute an addendum to this Lease evidencing the commencement of the Term, which addendum shall become a part of this Lease. The Tenant cannot unreasonably withhold acceptance of the Premises and must move onto the Premises within seven (7) calendar days of receipt of written notice from Landlord of the Substantial Completion of the Tenant Improvements. Notwithstanding anything else herein, the Tenant Improvements will not be deemed Substantially Complete until Landlord has delivered to Tenant a final, unconditional certificate of occupancy issued by the applicable permitting authority with respect to the Leased Space allowing permanent occupancy thereof for Tenant’s use. If the Landlord does not deliver the Premises and the Tenant Improvements to Tenant in Substantially Completed condition within the stated time, then Tenant shall have the right, among its other remedies for Landlord default, to terminate this Lease upon written notice to the Landlord upon which the Tenant shall have no further obligation of any kind under this Lease.

## **SECTION 12 DEFAULTS AND REMEDIES**

12.1 Default by Tenant. The occurrence of any one or more of the following events shall constitute a default by Tenant:

(a) The failure by Tenant to make any payment of Rent or any other amount required to be made by Tenant, as and when due, where such failure shall continue for a period of ten (10) calendar days after written notice thereof by Landlord to Tenant, specifying with particularity the nature of Tenant’s failure to perform; or

(b) The failure by Tenant to observe or perform any of the terms, covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than that described in Section 12.1(a), where such failure shall continue for a period of thirty (30) calendar days after written notice thereof by Landlord to Tenant, specifying with particularity the nature of Tenant’s failure to perform; provided, however, that if the nature of Tenant’s default is such that more than thirty (30) calendar days are required for its cure, then Tenant shall not be deemed

to be in default if such cure has been commenced within the thirty (30) day period and thereafter diligently pursued to completion.

12.2 Remedies. In the event of any such default by Tenant, Landlord may, at its option, do any of the following:

(a) Terminate Tenant's right to possession of the Premises by any lawful means in which case this Lease shall expire and any and all rights, duties and obligations of the parties hereunder shall terminate on the date specified in Landlord's notice to Tenant and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant the reasonable cost of recovering possession of the Premises, expenses of reletting the Premises and reasonable attorneys' fees. The Landlord has an affirmative obligation to mitigate its damages in the event of Tenant's default under this Lease. Any and all proceeds received through Landlord's efforts to mitigate damages shall be credited to any damages owed by the Tenant under this Lease; or

(b) Maintain Tenant's right to possession of the Premises, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due and payable under this Lease.

Notwithstanding the foregoing, if Landlord intends to exercise any of its remedies hereunder, Landlord will immediately notify the holder of any first mortgage or deed of trust covering Tenant's interest in the Premises or this Lease whose name and address shall have been furnished to Landlord in writing (each, a "Tenant's Lender"), and shall give Tenant's Lender(s) thirty (30) days to cure such default; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are required for its cure, then Tenant's Lender(s) shall have such additional time as necessary to cure such default so long as such cure is commenced within the thirty (30) day period and thereafter diligently pursued to completion. During the foregoing cure period(s), Landlord shall accept cure of Tenant's default by Tenant's Lender(s); provided, however, nothing contained herein shall be interpreted or construed to require Tenant's Lender(s) to cure any default of Tenant, even if Tenant's Lender(s) have commenced such cure. If any default is cured then Landlord shall rescind the notice of default.

12.3 Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have been furnished to Tenant in writing, specifying Landlord's failure to perform such obligations; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In addition to any other remedies available to Tenant under Applicable Law, if, after Landlord's receipt of the notice and opportunity to cure described above, Landlord fails to cure such default, (i) all Rent shall abate until such cure is accomplished or Tenant may cure the same and deduct the reasonable cost thereof from the Rent and (ii) and if such failure to cure materially impairs Tenant's use and enjoyment of the Premises for thirty (30) days, Tenant may, at its option,

terminate this Lease, in which case this Lease shall expire and any and all rights, duties and obligations of the parties hereunder shall terminate on the date specified in Tenant's notice to Landlord.

### **SECTION 13 EMISSIONS, STORAGE, USE AND DISPOSAL OF WASTE**

13.1 Emissions. During the Term of this Lease, Tenant shall not discharge, or permit to be discharged, any Hazardous Substance (as defined by Applicable Law) in or around the Premises except in accordance with Applicable Law.

13.2 Storage and Use. Subject to the uses permitted under this Lease, Tenant shall store all Hazardous Substances strictly in accordance with Applicable Law. Without Landlord's prior written consent, which consent shall not be unreasonably withheld, condition or delayed, Tenant shall not use, store or permit to remain on the Premises any Hazardous Substance which is, or may become, radioactive. If Landlord does give its written consent, Tenant shall store the materials in such a manner that no radioactivity will be detectable outside a designated storage area and Tenant shall use the materials in such a manner that no real or personal property outside the designated storage area shall become contaminated or irradiated.

13.3 Disposal of Waste. Tenant shall not keep any trash, garbage, waste or other refuse on the Premises except in sanitary containers and shall regularly and frequently remove same from the Premises. Tenant shall keep all containers or other equipment used for storage or disposal of such materials in a clean and sanitary condition. Disposal of waste shall be made at designated dumpsters located behind the Premises. The costs of such dumpsters shall be included in the Operating Expenses. Tenant shall be responsible for all hazardous medical waste and infectious waste disposal related to Tenant's operations in accordance with applicable medical, sanitary and environmental regulations.

13.4 Information. Tenant and Landlord shall provide each other with any information regarding Hazardous Substances in the Premises, including copies of all filings and reports to governmental entities at the time they are originated. In the event of any accident, release, spill or other incident involving hazardous or toxic matter, any party with knowledge of such event shall report the same to the other party and supply the other party with all information and reports with respect to the same. All information described herein shall be provided to the parties regardless of any claim that it is confidential or privileged.

### **SECTION 14 GENERAL PROVISIONS**

14.1 Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision of this Lease.

14.2 Notices. All notices requests, demands and other communications required or permitted to be given under this Lease shall be in writing and shall be deemed to have been duly given only when personally delivered or forty-eight (48) hours after deposit in the U.S. Postal

Service by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

(a) If to Landlord: Broussard Commons, L.L.C.  
200 Steiner Road  
Lafayette, LA 70508  
Attn: Robert Minyard

(b) If to Tenant:

Any party may change the address to which communications or copies are to be sent by giving notice of such changes of address in conformity with the provisions of this paragraph for the giving of notice.

14.3 Binding Nature of Agreement. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

14.4 Entire Agreement. This Lease contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof, including, without limitation, that certain lease by and between Landlord and Tenant and relating to the Premises (the “Former Lease”) and Landlord hereby waives its right(s), if any, to pursue any action, claim, cause of action against or seek any damages from Tenant or its employees, agents, affiliates, successors or assigns relating to or arising in connection with such Former Lease. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

14.5 Amendment. This Lease may not be modified or amended other than by an agreement in writing signed by Tenant and Landlord and consented to by Tenant’s Lender(s).

14.6 Controlling Law. Notwithstanding any conflict-of-law provisions to the contrary, this Lease and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Louisiana.

14.7 Exhibits. All Exhibits hereto are hereby incorporated by reference into, and made part of, this Lease.

14.8 Attorneys' Fees. In the event any action, suit or proceeding at law or equity is instituted by the parties with respect to this Lease or the transaction contemplated hereby, the prevailing party shall be entitled to reasonable attorneys' fees, expenses and court costs incurred therein from the other party.

14.9 Captions. The captions of paragraphs and subparagraphs contained in this Lease are for convenience of reference only, and they neither form a part of this Lease nor are they to be used in the construction or interpretation hereof.

14.10 Time is of the Essence. In the performance of any and all of the terms, covenants and provisions of this Lease, time is of the essence.

14.11 Draftsmanship. The parties each acknowledge and agree that all of the parties to this Lease have had an opportunity to participate in the preparation of this Lease and, accordingly, this Lease will not be construed more or less favorably against any party to this Lease. This Lease has been negotiated at arm's length between Landlord and Tenant, each represented by legal counsel of its choice and having an ample opportunity to negotiate the form and substance hereof.

14.12 Waiver. No waiver by a party of any provision of this Lease shall be deemed a waiver of any other provision of this Lease or of any subsequent breach by the other party of the same or any other provision.

14.13 Recording. Tenant shall be entitled to record this Lease or a memorandum thereof in connection with its granting of a mortgage, collateral assignment or other encumbrance of its interest in the Premises or this Lease or otherwise as Tenant or Tenant's Lender(s) may deem necessary or desirable.

14.14 Cumulative Remedies. No remedy or election under this Lease shall be deemed exclusive, but shall wherever possible be cumulative with all other remedies at law and/or in equity.

14.15 Landlord's Access. During the last six (6) months of the Term, after providing the Tenant with advance written notice, Landlord shall have the right to enter the Premises at reasonable times between 8 a.m. and 5 p.m. for the purpose of showing the same to prospective purchasers or tenants. Landlord may not place on or about the Premises any "For Sale" and "For Lease" signs.

14.16 Corporate Authority. If Tenant is an entity, each individual executing this Lease on behalf of the entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the entity, in accordance with a duly adopted resolution of the Board of Directors of the entity or in accordance with the formation documents of the entity and Applicable Law, and that this Lease is binding upon the corporation in accordance with its terms. If Landlord is an entity, each individual executing this Lease on behalf of the entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the

entity, in accordance with a duly adopted resolution of the Board of Directors of the entity or in accordance with the formation documents of the entity and Applicable Law, and that this Lease is binding upon the corporation in accordance with its terms.

14.17 Brokerage. Both Landlord and Tenant represent and warrant that neither party has dealt or consulted with any real estate broker or agent in connection with this Lease. Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any real estate broker or agent claiming a commission or other form of compensation as a result of any act or omission of Tenant, except as to any real estate broker employed by the Landlord. Landlord agrees to indemnify and hold Tenant harmless from and against any claims by any real estate broker or agent claiming a commission or other form of compensation as a result of any act or omission of Landlord, except as to any real estate broker or agent employed by the Tenant.

14.18 Holding Over. In the event that Tenant fails to deliver immediate possession of the Premises to Landlord upon expiration or sooner termination of this Lease, such holding over, unless otherwise agreed in writing, shall be deemed to create a tenancy from month to month on the same terms and conditions and at a Base Rent of one and one-half (1½) times the Base Rent due for the last month of the Term plus Additional Rent and all other charges payable under the Lease. Tenant retains all rights that it enjoys under this Lease so long as the Tenant pays holdover rent according to this Section 14.19.

14.19 Utilities. The Leased Space shall be separately metered and Tenant shall pay before delinquency all charges for its usage of water, gas, heat, electricity, telephone service and other utilities provided to the Leased Space during the Term of this Lease.

14.20 Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, the purchaser shall be deemed, without any further agreement between the parties or their successors in interest, or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease. Notwithstanding the foregoing, Landlord remains liable for any claims or violations of the Lease arising prior to the sale of the Premises. Landlord will provide Tenant with fifteen (15) calendar day notice of any sale of the Premises.

14.21 Estoppel Certificates. Both Landlord and Tenant shall, within fifteen (15) days of any request by the other, which shall occur no more than two (2) times per year, execute, acknowledge and deliver to the other a statement in writing certifying that this Lease is unmodified and in full force and effect or, if there have been modifications, that the same is in full force and effect as modified, stating the modifications and the dates to which the Rent and any other charges have been paid in advance. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective assignee, purchaser or mortgagor of the requesting party.

14.22 Subordination and Attornment. If Tenant is asked to subordinate this Lease and Tenant's rights hereunder to the lien of any deed of trust or mortgage placed upon the Premises after the Commencement Date, Tenant shall only be required to do so if the holder of such deed of trust or mortgage agrees that, in the event of a foreclosure of holder's interest in the Premises, so long as Tenant is not in default under any of the material terms, provisions, covenants, or

conditions of this Lease, this Lease and the rights of Tenant under this Lease shall continue in full force and effect and shall not be terminated or disturbed, and the Lease shall continue as a direct lease between such holder or any succeeding owner of the Premises and Tenant, upon and subject to all of the terms, provisions, covenants and conditions of this Lease for the balance of the Term. In such event, Tenant will agree to attorn to and accept any such holder or successor owner as Landlord under this Lease, and to be bound by and perform all of the obligations imposed by this Lease, and any such holder or successor owner of the Premises will not disturb the possession of Tenant, and will be bound by all of the obligations imposed by this Lease upon the Landlord thereunder. With respect to any holder of an existing deed of trust or mortgage, this Lease shall not be effective until Tenant receives a written consent and non-disturbance agreement from such holder reflecting substantially the same terms as set forth herein.

14.23 Execution of Further Documents. Landlord and Tenant agree to execute any further documents reasonably required to effectuate the terms and provisions of this Lease.

14.24 Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant (except with respect to the payment of rent by Tenant), such party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God (including, without limitation, hurricanes), shortages of labor or materials, war, governmental laws, regulations or restrictions, financing, or any other cause beyond the control of Landlord or Tenant.

14.25 Relationship of Parties. Notwithstanding anything to the contrary contained in this Lease, no term or provision of this Lease shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of Landlord and Tenant.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the date first above-written.

**LANDLORD:**

**BROUSSARD COMMONS, L.L.C.**

By: \_\_\_\_\_  
Robert W. Minyard, Authorized Member

**TENANT:**

\_\_\_\_\_  
Name: