

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by BellSouth Telecommunications, LLC, a Georgia limited liability company (hereinafter referred to as "Landlord") having an address at 333 Commerce St., RM 107, Nashville, TN 37201 and the City of Hammond, having an office at 310 E Charles Street, Hammond, LA 70401 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns or controls by lease that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 320 W Thomas Street in the City of Hammond, State of Louisiana (collectively "Property"). Tenant desires to use a portion of the Property consisting of thirty (30) parking spaces for parking of its vehicles.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases certain Premises (the "Premises") to Tenant, and Tenant leases and accepts the Premises, subject to the terms and conditions of this Parking Lease Agreement. The Premises are shown and more fully described on Exhibit "A", attached hereto and made a part hereof.

2. PERMITTED USE. Tenant may use the Premises for the following: parking of automobiles, trucks and mobile generators and for public parking. Landlord and Tenant shall mutually agree on the location of the Premises at the Property.

3. INSTALLATIONS. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Premises.

4. TERM. The initial lease term will begin January 1, 2015 and will expire at midnight on December 31, 2015 provided however, the Agreement shall continue the expiration on a month to month basis under the same terms contained herein with Landlord and Tenant each having the right to terminate this lease effective the last day of any month with at least three months prior written notice provided by either party to the other.

5. CONSIDERATION. In consideration of this right granted under this Agreement, Tenant will pay to Landlord the monthly sum of \$450 and 00/100 dollars (\$450.00). Payment shall be sent to Landlord at Landlord's notice address.

6. INSURANCE. (a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

(b) Tenant will name the Landlord as an additional insured under its commercial general liability policy. Tenant will require its insurance company to give at least thirty (30) days prior written notice of termination or cancellation of the policy to the additional insured, except for termination or cancellation for non-payment of premium, which notice will be ten (10) days.

(c) Notwithstanding anything in this Agreement, with respect to all loss, damage, or destruction to the insured party's property (including rental value and business interruption) occurring during the term of this Agreement, Landlord and Tenant hereby releases and waives all claims (except for willful misconduct and negligence) against the other party, and against each of the other party's employees, agents, officers, and directors. Landlord and Tenant will make a reasonable effort to include in their property insurance policy or policies a waiver of subrogation provision whereby any such release does not adversely affect such policies or prejudice any right of the insured party to recover thereunder.

7. INDEMNIFICATION. (a) Tenant shall defend, indemnify and save harmless the Landlord, its affiliates and their officers, directors, shareholders and partners, against all claims, liabilities, losses, fines, penalties, damages, costs and expenses, including reasonable attorneys fees and other costs of

litigation, because of injury, including death, to any person or damage or loss of any kind to property caused by any action or omission of Tenant, or any failure on the part of Tenant to perform its obligations under this Lease, except to the extent caused by the negligence or willful misconduct of Landlord or its employees, contractors, agents or representatives.

(b) Landlord shall defend, indemnify and save harmless the Tenant, its affiliates, and their officers, directors, shareholders and partners, against all claims, liabilities, losses, fines, penalties, damages, costs and expenses, including reasonable attorney's fee and other costs of litigation because of injury, including death, to any person, or damage or loss of any kind to any property caused by any action or omission of Landlord, or any failure on the part of Landlord, to perform its obligations under this Lease, except to the extent caused by the negligence or willful misconduct of Tenant, or its employees, agents or representatives.

8. WARRANTIES. Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has all rights, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

9. MAINTENANCE. Tenant will, at Tenant's expense, keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord warrants to the best of its knowledge that said Premises and the common areas adjacent and surrounding the Premises meet or exceed all State, Local and Federal laws, ordinances, rules, standards and regulations. Upon expiration or termination of this Parking Lease Agreement, Tenant shall return the Premises to Landlord in substantially the same condition as received, ordinary wear and tear and damage by insured casualty excepted.

10. DEFAULT AND RIGHT TO CURE. (a) The following will be deemed a default by Tenant and a breach of this Agreement: Tenant's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

11. ASSIGNMENT/SUBLEASE. (a) Landlord may assign this Agreement provided said assignee will assume, recognize and also become responsible to Tenant for, the performance of all of the terms and conditions to be performed by Landlord under this Agreement.

(b) Tenant may assign or sublet this Agreement to an entity controlled, controlling or under common control with Tenant, without obtaining Landlord's prior written consent. Tenant may not otherwise assign or sublet this Agreement without Landlord's consent, which may be withheld at Landlord's sole discretion. In the event of a assignment of this Agreement, Tenant shall remain liable for lease terms, including the payment of rent.

12. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered.

Notices will be addressed to the parties as follows:

Landlord: Bellsouth Telecommunications, LLC
One AT&T Way, Room 1B201-Lease No. AL12794
Bedminster, NJ 07921
Attn: Lease Administration

and to:

Bellsouth Telecommunications, LLC
Whitacre Tower
208 S. Akard
Dallas, TX 75202
Attn: General Attorney: Real Estate

Tenant: City of Hammond
310 E Charles St
Hammond, LA 70401
Attn: Mayor

Either party hereto may change the place for the giving of notice to it by written notice to the other as provided herein.

14. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

15. MISCELLANEOUS.

(a) Amendment; Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) Short Form Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

(c) Bind And Benefit. The terms and conditions contained in this Agreement will run with the Property and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(e) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) Estoppel. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's rent has been paid in advance.

(g) No Option. The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this _____ day of _____, 2015.

WITNESS: "TENANT" City of Hammond

By: _____

Name:

WITNESS:

"LANDLORD" BellSouth Telecommunications, LLC

By: _____

Its: Authorized Representative
