

Café Hope is committed to providing opportunity to youth throughout the Greater New Orleans area with tools needed to enter the real world—and succeed. As a faith-based organization rooted in their nonprofit restaurant, they have created an establishment designed for full-service culinary training partnered with life skills courses that gives students the confidence to have fulfilling futures as leaders in their community. Landlord and Tenant have contemplated this agreement based on their common goals revolving around the Timberlane community.

**Lease by and between Timberlane Country Club and
Café Hope, Inc,**

This lease agreement is made and entered into on the _____ day of December 2019 by and between Timberlane Country Club, as lessor (herein “Landlord”) and Café Hope, Inc., as lessee (herein “Tenant”) on the terms and conditions herein set forth.

1. DEFINITIONS

As used herein the following terms are defined as follows:

Demised Premises – the land, buildings, structures and improvements owned by Landlord (excluding the golf course land and improvements contiguous to the Demised Premises, and the driving range, equipment storage and related operation areas, owned by Landlord) the perimeter of which is shown outlined and designated/labeled on Exhibit A as TCC1 - 9.3336 acres.

Golf Course Premises – the golf course land and improvements contiguous and proximal to the Demised Premises, the driving range, and those equipment storage and related operation areas which may be located on the Demised Premises, owned by Landlord.

Main Club House Building - shown outlined and designated/labeled on Exhibit A.

Total Premises – the Demised Premises and the Golf Course Premises.

Lapalco Blvd Entrance – shown outlined and designated/labeled on Exhibit A. [currently the roadway between Lapalco Blvd and the front entrance to the clubhouse]

Parking Area - shown designated/labeled on Exhibit A as Asphalt Parking. [currently the existing hard surfaced parking areas]

Swimming Pool Area – shown designated/labeled on Exhibit A. [the current swimming pool area]

Old Pro Shop - shown designated/labeled on Exhibit A. [currently the freestanding building adjacent but not contiguous to the Main Club House Building on the Demised Premises]

Tennis and Volleyball Area - shown designated/labeled on Exhibit A as Tennis Courts [current tennis and volleyball area]

Development Area – shown designated/labeled on Exhibit A. [current undeveloped, vacant land to the southwest of the clubhouse fronting on Lapalco Blvd]

Public Dining Area – shown outlined and designated/labeled on Exhibit B. [the current area used by Café Hope for dining service]

Ingress and Egress – shown outlined and designated/labeled on Exhibit B. [currently the entrance/exit to clubhouse building from front {front door to Ballroom, through foyer at foot of stairs to Public Dining Area}, rear parking area {the hallway from rear parking to Public Dining Area}, and golf course view side {doors leading from walkway in front of and leading into Public Dining Area}]

Access to the Demised Premises – Ingress and Egress and access to and use of the Demised Premises except the kitchen, storage areas and those areas typically kept secured from access other than by authorized persons.

Ballroom - shown outlined and designated/labeled on Exhibit B. [current 1st floor ballroom]

Ballroom Storage Area - shown outlined and designated/labeled on Exhibit B. [current storage room contiguous to the Ballroom]

Gym Area - shown outlined and designated/labeled on Exhibit B. [the current 2nd floor, including the current main gym area, landing and foyer, old kitchen currently Tenant's instruction classroom, and balcony]

Pro Shop Area - shown outlined and designated/labeled on Exhibit B. [the current pro shop area located in a portion of the Public Dining Area]

Administrative Office - shown outlined and designated/labeled on Exhibit B. [current TCC office located off the hallway leading from the rear parking area to the dining area]

Facilities – those areas of the Demised Premises excluding the Parking Area, Public Dining Area, Pro Shop Area and bathrooms.

Hours of Operation -the minimum dates and times for which Tenant shall maintain Food Service and Access to the Demised Premises

Golf Operating Entity -the entity selected by Landlord to oversee, operate, and manage Landlord’s Golf Course Premises.

Food Service – preparing and serving food and beverage at the Demised Premises

Resident Member(s) – the owner of public record of parcels of land subject to the special real property tax for the Timberlane Neighborhood Improvement and Beautification District (“District”) whose tax payment due is current and the legal spouse of such owner if not shown as an owner of public record, and the persons residing in the residence of such owner who are classified as dependents on the Resident Member’s U. S. federal income tax return or as otherwise may be defined by the District.

Non-Resident Member(s) – a person who is not a Resident Member but who becomes a member with the privileges of a Resident Member or as may be determined by Landlord. Landlord may create a sub classification or classifications of Non Resident Member membership to offer to persons who are not Resident Members the right of Access to the Demised Premises or a limited right of Access to the Demised Premises subject to such qualifications, conditions, limitations and charges as Landlord in its discretion may approve. Dues paid by a Non-Resident Member under such sub-classification(s) shall be the property of and retained by Tenant.

Member(s) – includes Resident Member(s) and Non-Resident Member(s).

Public – all persons who are not Resident Members or Non-Resident Members.

Building Maintenance and Operation Expense – Salaries, workman’s compensation, and payroll taxes for maintenance personnel for the Demised Premises (excluding the Public Dining Area) and life guards for the Swimming Pool Area; swimming pool chemicals and equipment; POS management; floor mats laundry; insurance; internet and telephone service; pest control; maintenance and

repair of clubhouse building and equipment including HVAC maintenance contract; cleaning supplies; alarm system; utilities, including electricity, gas, and water; waste removal; landscaping; window and clubhouse exterior cleaning.

2. Demised Premises and Term

For the use and enjoyment of Tenant, Landlord leases to Tenant the Demised Premises for a term of ninety-nine (99) years commencing January 1, 2020 and ending December 31, 2118, unless sooner terminated as herein provided, for the consideration and upon the terms and conditions herein.

3. Delayed Possession

Should Landlord be delayed in delivering possession of the Demised Premises to Tenant on the commencement date of this lease, because of any other reason not due to the design of Landlord, this lease shall not be affected thereby and Tenant shall not be entitled to any damages for such delay and the termination date of this lease shall remain unchanged.

4. Rent

The rent for this lease is the performances of the respective obligations and covenants of the Tenant and Landlord to each other whereby each of the parties obtains an advantage in exchange for his obligation, the parties obligate themselves reciprocally, so that the obligation of each party is correlative to the obligation of the other, the rights granted to Tenant by Landlord and the rights retained by Landlord, for the use and enjoyment of the Demised Premises. Rent includes the payment by Tenant of the cost of all repairs, maintenance, renovations, and improvements to the Demised Premises and the other obligations of Tenant herein set forth.

5. Tenant's and Landlord's Particular Obligations and Rights

Tenant shall have the exclusive right to offer Food Service to the Public at the Public Dining Area only, including Ingress and Egress and use of the Parking Area and the driveway through the Lapalco Blvd Entrance by the Public but only for the purpose of access to the Public Dining Area or to a Public private function utilizing the Ballroom and/or the Gym Area. Tenant shall take all reasonable steps necessary or useful to confine Public use of the Demised Premises to the Public Dining Area and to the Ballroom and Gym Area (if and when it is converted by Tenant for use as a reception facility as herein provided) for Public private functions and to prevent Public access to and use of the Facilities. Tenant shall have the exclusive right to

provide Food and Beverage Service to the Total Premises except as hereinafter provided for Resident Members' private functions. The Public shall have the right to access and use of the Parking Area for the purpose of playing golf at Landlord's Golf Course Premises.

Members shall have the right of Access to the Demised Premises. Landlord shall provide Tenant with a current list of Members and provide reasonable assistance to Tenant for the purpose of identification of Members.

Tenant shall provide Food and Beverage Service to the Members at the Public Dining Area, Swimming Pool Area, and may provide Food and Beverage Service to Members at other areas of the Total Premises.

Tenant shall give Resident Members a twenty-five percent (25%) discount on the rental rate of the Ballroom and of the Gym Area when the Gym Area is converted and available for group function rental, and Resident Members shall be allowed the option of "room only" rentals without Food Service.

At its sole cost and expense, Tenant shall have the right to renovate the Old Pro Shop or, alternatively, to construct a new facility, compatible with use as a gym and exercise facility, and to relocate the gym equipment currently located in the Gym Area to the Old Pro Shop or the new facility.

Landlord retains the right of use of that portion of the Leased Premises currently being used by Landlord for operation by Landlord of the Golf Course Premises including but not limited to the storage of golf carts, golf bags and other golf course equipment.

Tenant shall permit the use of the Pro Shop Area without charge to Landlord or use expense to Tenant in its current location or, at Tenant's option and expense, relocate the Pro Shop Area to a different area in the main clubhouse building of the Demised Premises in the approximate same square footage configured as a typical golf pro shop conducive to the operation of Landlord's Golf Courses Premises, accessible from the interior and exterior of the Main Club House Building, and separately secured from the interior of the Main Club House Building.

Tenant shall permit the sole use by Landlord of the Administrative Office without charge to Landlord or use expense to Tenant.

6. . Taxes

Tenant will pay all taxes levied by the State and all political subdivisions, including but not limited to all ad valorem real estate taxes on the leased Demised Premises

for the period covered by this lease and provide Landlord with proof of payment within 30 days after the date due for payment of the taxes. The taxes to be paid by the Tenant are part of the rent for the Demised Premises.

7. Assignment and Subletting

Landlord has the right to assign this lease or any of its lease rights or obligations. Tenant is expressly prohibited from subleasing all or any portion of the Demised Premises or assigning or encumbering this lease or its lease rights or obligations without Landlord’s prior written consent, which consent shall not be unreasonably withheld, and then only upon such terms and condition as Landlord may reasonably require. Consent to one assignment or subletting shall not be deemed consent to any subsequent lease assignment or subletting of the Demised Premises by Tenant or any assignment or sublease by any assignee or sublessee of Tennant or amendments or modifications to this and such action shall not relieve Tenant of liability under this lease.

Tenant specially acknowledges the limitations on its right to assign, sublease, or encumber:

Café Hope, Inc.

By: _____
[add printed name and title]

8 Hours of Operation

Tenant shall maintain the following minimum Hours of Operation:

Food Service to Public Dining Area:

Tuesday through Saturday 10:30 am to 2:00 pm
Sunday 9:30 am to 2:00 pm

Food Service to Swimming Pool Area from Memorial Day through Labor Day
Tuesday through Sunday 10:00 am to 2:00 pm

Resident Member Access to the Demised Premises:

Tuesday through Saturday 6:00 am to 8:00 pm
Sunday 6:00am to 3:00 pm

(except the swimming pool on days selected by Tenant where access may be limited by special functions from 10:00 am to noon)

9. Tenant's Obligation for Condition and Repair of Demised Premises

Tenant shall perform needed structural repairs, replacements, and renovations and construct new facilities and amenities to the Demised Premises at Tenant's sole cost and expense. Within the first six (6) months of this lease, Tenant shall perform repairs to the roof, HVAC system, and windows of the main clubhouse building of the Demised Premises. The repairs shall include but is not limited to temporary roof repair and sealing the windows to prevent intrusion of water into the main clubhouse building of the Demised Premises and the Old Pro Shop. Tenant shall complete structural replacement of the roof and windows, replacement of the HVAC equipment, and repair the termite damage to clubhouse building of the Demised Premises within the first eighteen (18) months of the lease term ("Tenant's Initial Capital Expenditures").

10. Master Renovation and New Facilities Plan

Tenant desires to grow and increase the utilization of its Food Service at the Demised Premises by the Resident Members, the Public, and potential Non-Resident Members. Landlord and Tenant acknowledge and agree that the renovation of and addition of new amenities to the Demised Premises will inure to their mutual benefit by serving to grow and increase the utilization of Tenant's Food Service, facilitate the utilization of the Golf Course Premises which in turn will increase Tenant's sales at the Demised Premises, and contribute to the benefit and enjoyment of use of the Demised Premises by the Members. In order to accomplish this objective, within the first six months of the lease, Tenant shall produce, with the input of Landlord, a Master Renovation and New Facilities Plan which details renovations, capital improvements, and additions to the Demised Premises (each of which is a "project") and a timeline for completion of each project. Details shall mean and include interior design and architectural renderings appropriate to the project and the researched, current estimated costs of each project. All projects shall be at the sole cost and expense of Tenant and completed by Tenant within the first three (3) years of the lease in the total sum of not less than \$1,000,000.00 (including the cost of Tenant's Initial Capital Expenditure) and in the total sum of not less than \$2,000,000.00 and completed by Tenant within the first seven (7) years of the lease. Tenant shall select and contract with the architect and contractor for each project and shall submit detailed plans and specifications to Landlord for review and approval prior to

commencement of construction. All contractors shall be insured, and each contract shall be bonded for payment of liens and performance to completion.

11. Landlord' Payment Obligation

For the first ten years of this lease, beginning January 1, 2020, Landlord shall pay to Tenant a portion of the Building Maintenance and Operation Expense for Resident Members' use of the Demised Premises in the amount of \$28.00 per month per taxable parcel within the District. Payment shall be made on a monthly basis beginning in January 2020 and paid by the 5th day of the month. Tenant agrees that the initial monthly payments for the first quarter of 2020 (Jan-Mar) may be withheld based on available funds but shall be paid not later than April 1, 2020. Landlord will receive an annual credit of 10% for all gross sales receipts (including dues and Food Service charges paid by a member of any sub classification of Non-Resident Member membership) from the Demised Premises, excluding sales tax, of Tenant exceeding \$340,000.00 per lease year up to \$60,000. The phrase "gross sales receipts" shall not include any donations to Tenant, receipts from fund raisers for the benefit of Tenant, or public or private grants received by Tenant. Landlord and Tenant acknowledge and agree that the portion of the Building Operation and Maintenance Expense for Resident Members' use of the Demised Premises in the amount of \$28.00 per month is based on estimates of all of the Building Maintenance and Operation Expense, particularly insurance, and the number of Resident Members. The Building Maintenance and Operation Expense shall be evaluated each year no later than March 31st, and Landlord's obligation for its share of the Building Maintenance Expense shall be adjusted downward if applicable. The above monthly fees are to be reviewed and evaluated annually to determine if there are necessary increases in the fees not to exceed one percent (1%) per annum. Landlord shall have the option of renewing this provision on the same terms for nine (9) successive 10-year periods by giving Tenant notice of its exercise of this option not later than thirty (30) days following the expiration of the previous term.

12. Golf Entity Payment Obligation

Golf Operating Entity shall be responsible for payment to Tenant of a portion of Non-Resident Membership dues, if membership includes access to any amenity provided by Tenant, in an amount agreed upon by Landlord/Golf Operating Entity/Café Hope but in no event less than \$10 per month or more than \$30 per month.

13. No Partnership

Landlord is not and shall not become or be deemed a partner or joint venturer with Tenant by reason of the provisions of this lease or otherwise.

14. Condition of Demised Premises and Maintenance

Tenant has had full, complete and unlimited access to the Demised Premises for, and has made and/or has had made, all inspections and tests which Tenant, in Tenant's sole discretion deems sufficiently diligent, necessary and/or advisable and is satisfied with the condition of the Demised Premises. Tenant acknowledges and declares that neither the Landlord nor any person whomsoever acting or purporting to act in any capacity whatsoever on behalf of Landlord has made any direct, indirect, explicit, or implicit statement, representation or declaration, whether by written or oral statement or otherwise and upon which Tenant has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Demised Premises herein leased (including, without limitation, the income which may be derived therefrom or expenses which may be incurred with respect thereto). This lease is made "as is-where is" without any warranty, guaranty, or representations by Landlord as to the condition of the Demised Premises. Landlord hereby expressly disclaims and Tenant hereby expressly waives any and all warranties whatsoever, either oral or written, expressed or implied, made by any person or entity or provided or implied by law with respect to the Demised Premises, including, without limitation, any and all warranties as to the condition of the Demised Premises or any of its improvements, components, parts or contents; any and all warranties with respect to the fitness, zoning, merchantability or suitability of the Demised Premises for any particular, general or other use or purpose.

Tenant acknowledges that it has been advised to get, and has had ample opportunity to seek, independent legal counsel and advice concerning the waivers and disclaimers herein made. Tenant and Landlord jointly acknowledge and agree that the rent is based upon, includes and for the consideration of the foregoing waivers and disclaimers and that this lease would not otherwise have been entered into by Landlord or consummated without them.

The Demised Premised and appurtenances, including the locks, keys, plumbing, glass, elevator if any, air conditioning, and heating system, and all other fixtures and furniture are accepted by the Tenant in their present conditions, including any vices

or defects, latent or otherwise, that may now exist or hereafter arise in the Demised Premises except for such repairs or improvements as this lease requires Landlord to make. The Tenant agrees to keep them in good order during the term of this lease and no repairs shall be due Tenant except such as may be especially noted herein. Tenant shall replace at its expense all furniture, fixtures, and equipment that becomes worn, outdated, unsightly, or non-functional for the purpose intended. The Tenant agrees to pay all bills for water, including water sprinkler service charge, light, gas and other services and to comply at the Tenant's expense with all ordinances and laws now existing or to be enacted. At the termination or cancellation of this lease Tenant shall return the Demised Premises broom-cleaned and free from trash and in good order as received by actual delivery of the keys to Landlord, the usual decay, wear and tear excepted.

Tenant assumes the maintenance of all plumbing, heating and/or air conditioning system, sewerage facilities and drains within the Demised Premises including free flow up to the main sewerage lines, including fixtures, outlets and drains, and the protection and repair of the plumbing even when injured by freeze. Tenant shall at all times keep the Demised Premises (including exterior entrances and doors, interior doors, walls, floors, windows, glass, and plate glass,) and all partitions, door fixtures, equipment and appurtenances thereof in good order, condition and repair (including repairs, replacement and preventative maintenance of the air-conditioning and heating system). In pursuance of its obligation of maintenance, Tenant agrees to keep the inside and outside of all glass in the doors and windows of the Demised Premises clean; to keep all exterior surfaces of the Demised Premises clean; to replace promptly at its own expense with glass of like kind and quality, or special kind and quality if required by HEW/OSHA, any plate glass or window glass of the Demised Premises which may become cracked or broken; not to place or maintain any merchandise or other articles in the vestibule or entry of the Demised Premises, on the walk ways adjacent thereto or elsewhere on the exterior thereof, to maintain the Demised Premises, and also the walkways of the Demised Premises and the loading and service delivery areas and including roadways, at its own expense, in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; not to permit undue accumulations of garbage, trash and other refuse; to keep such refuse in proper containers (or trash room maintained by Tenant) in the Demised Premises until called for to be removed, and to remove the same as its own expense; to keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Demised Premises; not to cause or permit objectionable odors to emanate or be dispelled from the Demised Premises; to

comply with all laws and ordinances and all valid rules and regulations of any Federal, State, municipal or other public authority having jurisdiction over the Demised Premises, and all recommendations of any public or private agency having authority over insurance rates with respect to the use or occupancy of the Demised Premises by Tenant; not to overload the electric wiring servicing the Demised Premises or within the Demised Premises, and to install at its own expense, but only after obtaining Landlord's written approval, any electric wiring which may be required in connection with Tenant's apparatus; to repair promptly at its own expense any damages to the Demised Premises caused by bringing into the Demised Premises any property for Tenant's use, or by installation or removal of such property, regardless of fault or by whom such damage shall be caused, and in default of any such repairs by Tenant, Landlord may make the same and Tenant shall pay the cost thereof to Landlord promptly upon Landlord's demand; and to conduct its business in the Demised Premises in all respects in a dignified manner and in accordance with high standards of business operation.

Tenant shall be responsible to maintain, perform, and pay for repairs to the roof, structural foundation and exterior walls of the Demised Premises, and all other parts of and equipment serving the Demised Premises. The Tenant assumes the Demised Premises in an as-is condition, and without warranty to its condition.

15. Insurance

A. Tenant shall procure and maintain insurance with extended coverage insuring the Demised Premises and the buildings and improvements which may be a part against loss by reason of fire, wind, hail, flood, liability, extended coverage, vandalism and other perils at one hundred (100) per cent of the replacement cost of the improvements and contents. With respect to all other decorations and any and all merchandise and other contents owned by the Tenant, Tenant shall maintain at its own cost adequate insurance with fire and extended coverage and vandalism, to at least ninety (90) per cent of replacement cost value thereof. In the event any insurance is subject to a deductible clause, tenant agrees to bear the full costs of any such amounts deducted. Policies of insurance shall name Landlord, any person, firm or corporation designated by Landlord and Tenant as insured's and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. Tenant shall provide to Landlord certificates of insurance annually and proof of payment of premiums within 30 days of commencement date. Landlord shall not be liable for any damage to person or

property sustained by the Tenant or any other persons, and any such liability is assumed by Tenant.

B. The Tenant covenants and agrees to pay all insurance premiums for fire, wind, hail, flood, liability, extended coverage and vandalism insurance provided for in Paragraph A above.

C. Tenant shall procure and maintain in effect, at its own expense, plate glass insurance on all exterior glass of the Demised Premises. If there are any glass or plate glass on Demised Premises, the care, maintenance and repairs of same are assumed by Tenant together with all liability or claims for damages.

D. Tenant shall at all times during the term of this lease carry and maintain at its own cost and expense, General Public Liability Insurance against claims for personal injury or death and property damage occurring on the Demised Premises, such insurance to afford protection to both Landlord and Tenant, as their interests may appear, including coverage for the contractual liability of Tenant to Landlord assumed hereunder, and is to be maintained in reasonable amounts, having regard to the circumstances, and the usual practice at the time of prudent owners and tenants of comparable facilities in the New Orleans Metropolitan Area, but in no event in amounts less than \$1,000,000.00, with respect to bodily injury or death to any one person, \$1,000,000.00 with respect to any one accident, and for property damage not less than \$100,000.00. Tenant shall deliver to Landlord proof of such insurance and all renewals thereof. Landlord shall be named as additional insured on all policies. All insurance shall be carried with responsible insurance companies authorized to transact business in the State of Louisiana and shall not be cancelled or materially altered by Tenant, without thirty (30) days prior written notice to Landlord. In the event any insurance is subject to a deductible clause, tenant agrees to bear the full costs of any such amounts deducted. The policy shall name Landlord, any person, firm or corporation designated by Landlord and Tenant as insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. Landlord shall not be liable for any damage to person or property sustained by the Tenant or any other persons, and any such liability is assumed by Tenant.

E. Tenant is obligated to put nothing in the Demised Premises nor to do anything which would forfeit the insurance, and should any installation made or action taken by Tenant, whether authorized or unauthorized under this lease, increase the rate of

insurance on the building or contents as fixed by the Louisiana Fire Prevention Bureau, or any similar institution, then Tenant is obligated to pay such increased rate of insurance on building and all costs. Should the Tenant's occupancy or business render the Landlord unable to secure proper insurance, then Tenant hereby grants to Landlord the option of cancelling this lease, Tenant waiving all delays, and agreeing to surrender possession at once, if notified by Landlord to do so. Tenant is obligated to notify Landlord or Landlord's Agent, in writing, anytime the Demised Premises will be unoccupied, so that necessary vacancy permits may be obtained from Landlord's insurers, and failure to comply with this condition will make Tenant liable for any loss of damage sustained by Landlord.

16. Indemnity

Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, loss, cost (including attorney fees), damages, expenses and liability (including statutory liability and liability under workman's compensation laws) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Demised Premises, or the occupancy or use by Tenant of the Demised Premises or any part thereof, and any activities of the Tenant or any other person in the parking areas and common service areas sustained by Tenant and all other persons, which are occasioned wholly or in part by any act or omission of Tenant, Tenant's partners, agents, contractors, subcontractors, invitees, customers, employees, servants, Tenants or concessionaires. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless, and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation. As used in this indemnification provision, the term "Demised Premises" shall include the walkways around the Demised Premises and shall include the Parking Area and loading areas used by Tenant or used for the benefit of Tenant's business. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Demised Premises arising from any cause, and Tenant hereby waives all claims in respect thereto against Landlord.

17. Improvements

All alterations, replacements and improvements made upon the premises during the lease, including lighting, electrical wiring, office partitions, all heating and air

conditioning shall be done only with the prior written consent of Landlord and shall become the property of Landlord, without compensation, upon the expiration of the lease. However, those certain trade fixtures, machinery and equipment installed by Tenant solely for use in its business shall remain the property of Tenant; such trade fixtures, machinery and equipment installed by Tenant shall be removed at the expiration of the lease, provided that Tenant is not then in default, and provided the Demised Premises are returned to the same condition as when let, ordinary wear and tear, Act of God or other casualty excepted. In the event Tenant fails to remove any such fixtures, machinery or equipment installed by it, Landlord may at their option and at Tenant's expense demolish, remove and dispose of all such items or may retain as property of Landlord without reimbursement to Tenant. Tenant undertakes that no lien, privilege, or claim of any kind shall rest against the Demised Premises from any repairs, alteration, additions or improvements, or from the construction of any building or buildings; and agrees to furnish, at its own cost, to Landlord, upon Landlord's request therefor, the bond of a responsible surety company, qualified to do business in the State of Louisiana, and reasonably acceptable to Landlord, conditioned to hold Landlord and the Demised Premises harmless against any such lien, privilege, or claim, said bond to be for an amount equal to the estimated cost of such construction, restoration, alterations, additions or improvements. No consent of Landlord for Tenant to make improvements or repairs to the Demised Premises shall be deemed to permit Landlord's interest to become subject to labor or material liens. The Landlord, at his option, may require the Demised Premises to be replaced in its original condition at the time of the commencement of this lease.

Any such alterations, additions or any other improvements or repairs shall be made at Tenant's cost and Tenant warrants that such work shall be done in a workmanlike manner. Tenant shall provide (a) liability insurance insuring Tenant and Landlord against liability which may arise on account of any such work on an occurrence basis with the minimum limits of \$1,000,000.00 and (b) workmen's compensation insurance covering all persons employed, directly or indirectly, in connection with any work performed, and covering all employees and agents of Tenant with respect to whom death or bodily injury claims could be asserted against Landlord or Tenant.

Tenant is responsible for all repairs necessitated to the Demised Premises resulting from any alterations, replacements or improvements made upon the Demised Premises during the lease by Tenant including but not limited to repairs to the roof necessitated by the installation of signs, satellite dish, antennas, air condition units, or other insulations installed by Tenant on Demised Premises.

Should any addition or alteration made by the Tenant cause any increase in the insurance rate on the Demised Premises, Tenant agrees to pay such increase. However, nothing shall be placed or done upon the Demised Premises by Tenant which will cause forfeiture of any insurance.

Tenant shall comply in every respect, without expense to Landlord, with all rules and regulations of the Louisiana Fire Prevention Bureau, or other similar association in existence at the time.

18. Responsibility for Damages

Tenant assumes responsibility for the condition of the Demised Premises and Landlord will not be responsible for damages caused by leaks in the roof, by bursting of pipes by freezing or otherwise, or by any vices or defects of the leased property, or the consequence thereof. Landlord will not be responsible for damages of any sort to any persons or property, however occasioned; and Tenant shall hold Landlord harmless from any claims by or liability to third persons however arising, including on sidewalks adjoining Demised Premises and parking lot.

Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or for any loss of Tenant's income or for damage to the goods, wares merchandise or other property of Tenant, Tenant's employees, invites customers or agents or contractors, whether such injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or from any other cause, whether the said damage or injury results from conditions arising upon the Demised Premises or upon other portions of the building of which the Demised Premises form a part or from other sources or places and regardless if the means of repairing the cause of such damage is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other person.

19. Signs and Decorations

Tenant is obligated not to display in, on or above the Demised Premises any sign or decoration, the nature of which, in the judgment of Landlord is dangerous, unsightly or detrimental to the property.

Tenant is prohibited from installing or painting any signs on the leased property without the written consent of Landlord, and Tenant is obligated to promptly remove at or before the expiration of this lease, any and all signs painted or placed in or upon part of the Demised Premises, to Landlord's satisfaction and Tenant is obligated to pay the cost of said removal, plus agent's or attorney's fees, in event of failure to carry out this obligation.

20. Vacating Premises

Should the Demised Premises be vacated or abandoned by Tenant because of ejection for breach hereof, or otherwise, or should the Tenant begin to remove personal property or goods to the prejudice of the Landlord's lien, then the rent for the unexpired term, with attorney's fees, shall at once become due and exigible, and Landlord, at his option, and without putting Tenant in default, has the right to cancel the lease, or re-enter and let said Demised Premises for such price and on such terms as may be immediately obtainable and apply the net amount realized to the payment of the rent.

21. Surrender of Demised Premises

Upon expiration or termination of this lease, Tenant shall surrender possession of the Demised Premises immediately to Landlord. Any holding over by Tenant shall not operate, except by written agreement, to extend or renew this lease, but in such case, Landlord may terminate Tenant's occupancy at once or may consider such occupancy to be from month to month; and Tenant, in the event of such holding over without Landlord's consent, shall pay triple the rent stipulated in this lease, together with such loss or damage as may be caused Landlord by such holding over. Tenant hereby waives any and all notices to vacate under La. Code Civ. P. art 4701. Tenant also expressly waives any notice to vacate at the expiration or termination of this lease and all legal delays, and hereby confesses judgment with costs placing Landlord in possession to be executed at once. Should Landlord allow or permit Tenant to remain in the Demised Premises after the expiration or termination of this lease, this shall not be construed as a reconduction of this lease.

22. Limitation of Liability

Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and buildings of the Demised Premises for the collection of any judgment (or other judicial process) arising out of any default or breach by Landlord with respect to any of the terms, covenants, and conditions of this lease to be observed and/or performed by Landlord, and that no other assets of the Landlord shall be subject to levy, execution, or other process for the satisfaction of Tenant's remedies.

23. Release of Landlord on Sale

Upon a sale or transfer of the Demised Premises, by Landlord or a subsequent purchaser or Landlord thereof, the purchaser or Tenant by virtue of such sale or transfer shall be bound for the performance of all of Landlord's agreements and obligations under this lease and the vendor or Landlord shall thereupon be released from any and all liability thereafter rising under this lease.

24. Estoppel Certificate

Tenant, shall at any time upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification, and certifying that this lease, as so modified, is in full force and effect) and certifying the date to which any rent and other charges, if any, have been paid in advance, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed.

At Landlord's option, Tenant's failure to deliver such statement within such time may be considered by Landlord as a default under this lease or shall be conclusive upon Tenant (a) that this lease is in full force and effect, without modification except as may be represented by Landlord, (b) that there are no uncured defaults in Landlord's performance, and (c) that not more than one month's rent has been paid in advance.

25. Subordination

Tenant agrees that Tenant will at any time, upon demand of Landlord, subordinate this lease to the lien of any mortgage or mortgages which Landlord has placed or

may hereafter place on the Demised Premises, provided that in any such mortgage the mortgagee shall agree, for itself and for each and every subsequent owner or holder of the mortgage and mortgage note and for any receiver or purchaser of the Demised Premises in the event of foreclosure, that Tenant's peaceable and quiet possession of the Demised Premises will not be disturbed on account of such mortgage or by reason of anything done or caused to be done thereunder, so long as tenant pays the rents reserved under this lease and keeps the covenant's agreements and stipulations of this lease on the part of Tenant to be kept.

26. Non-Payment of Rent; Event of Default

In case Tenant fails to pay any rent or other expenses assumed under this lease punctually when due, or fails to perform on demand, or violates any of the covenants, conditions, provisions or agreements herein contained, or if petition in bankruptcy shall be filed by or against Tenant, or if Tenant becomes insolvent, or if proceedings are taken by or against Tenant looking to the appointment of a receiver for Tenant, or for a respite, or if Tenant, without the written consent of Landlord, sub-lets or assigns the Demised Premises or any part thereof, or misuses the Demised Premises or if Tenant abandons or vacates the Demised Premises, or denies Landlord the opportunity of showing the Demised Premises to prospective tenants, as herein stipulated, then in said events or any of them, Landlord may, at Landlord's option, without any putting in default, (1) proceed one or more times by suit to collect past due rent and other sums due by Tenant under this Lease, without prejudice to Landlord's other rights or remedies including, without limitation, its right to terminate this Lease, or (2) declare all of the unpaid installments of rent at once due and exigible, and the whole thereof shall become and be immediately due and payable, anything herein to the contrary notwithstanding and proceed to enforce its legal remedies hereunder, or (3) elect to terminate this Lease and all of Tenant's rights under this Lease by written notice to Tenant, or (4) to have recourse to any other remedy or mode of redress to which Landlord may be entitled by law. The termination will be effective immediately or as of the date specified by Landlord in its notice of termination and Tenant waives any and all rights, it may have to receive notice to vacate the Demised Premises, including, without limitation, the notice to vacate provided by Article 4701 of the Louisiana Code of Civil Procedure. Tenant shall pay all past due rental and all future rental owing up to and including the last day it occupies the Demised Premises, together with all damages resulting from Tenant's default including, but not limited to, leasing commissions, redecorating and refurbishing expenses. If Tenant fails to vacate the Demised Premises on or before

the date specified in the notice of termination, Landlord is entitled to expel Tenant, reenter the Demised Premises and remove all persons and property from said premises. Such property may be removed and stored in a public warehouse or elsewhere at the sole risk of, cost of and for the account of Tenant. To the extent allowed by law, Landlord may reenter the Demised Premises without judicial process and Landlord will not be deemed guilty of trespass thereby. Landlord will not be liable to Tenant for any loss or damage whatsoever resulting from such entry by Landlord, and Tenant agrees to pay as upon demand any expenses or fees incurred or paid by Landlord as a result thereof. Further, Landlord may reenter and let the Demised Premises for the account of the Tenant and receive the rent therefore; and Tenant agrees to pay to Landlord on demand, any deficiency that may arise by reason of such reletting. All rights and remedies of Landlord under this Section are cumulative and, to the extent allowed by law, may be exercised concurrently. Tenant hereby assents thereto and waives all legal notice to vacate the Demised Premises. In either case, Landlord may remove, or cause to be removed, all effects from the Demised Premises and store the same in Landlord's or Tenant's name, but at the costs, expense and risk of Tenant, without liability to Tenant for loss or injury thereto, and without prejudice to Landlord's lien and privilege securing all of the sums aforesaid. In the event of default by Tenant in any obligation or condition hereof, Landlord is hereby irrevocably authorized to sell at public or private sale, without recourse to judicial proceedings and with or without demand, notice, advertisement, or putting Tenant in default, any or all of the contents of the leased premises upon which Landlord has a lien, and Landlord may purchase same at the fair value thereof, in the event of any such sale the proceeds thereof, after the payment of all costs, fees, charges and expenses of every kind, shall be applied to the satisfaction of all amounts due Landlord, and the balance shall belong and be paid to Tenant. Failure to strictly and promptly enforce any of the above rights shall not operate as a waiver of any of Landlord's rights, Landlord expressly reserving the right always to enforce all of the terms of this lease, or to exercise the option above set forth, as well as all rights belonging to Landlord by law, regardless of any extension or indulgence previously granted. In the event that counsel is employed to enforce any of Tenant's obligations or Landlord's rights hereunder, Tenant hereby agrees to pay the fees of Landlord's attorney; which fees are hereby fixed at twenty five percent (25%) of the amount claimed, if the amount is One thousand and no/100 (\$1,000.00) dollars or over, and at Two hundred fifty (\$250.00) dollars if the amount is less than One thousand and no/100 (\$1,000.00) dollars; or if the claim is not for money, then such sum as will constitute a reasonable fee, together with all costs, charges and expenses. Notwithstanding the above, prior to Landlord asserting

Landlord's rights as hereinabove provided, Landlord shall be required to give Tenant notice of any default for non-payment or non-performance of rent and/or making required repairs and Tenant shall have five (5) days from the date of said notice to cure any such default with respect to the payment of money and thirty (30) days to cure any default requiring Tenant to make repairs under the terms of this lease. The receiving by Landlord, or Landlord's representative of any rent in arrears, or after notice or institution of any suit for possession, or for cancellation of this lease, will not be considered as a waiver of such notice of suit, or of any of the rights of Landlord.

27. Evacuations

Tenant shall not be entitled to a reduction, or a remission of rent in the event of a voluntary or mandatory evacuation for a storm, flood, hurricane, man-made or natural disaster, or loss of utility or services provided to the Demised Premises. Should Tenant choose to evacuate the Demised Premises for any reason they should notify Landlord of their intentions within 3 days of evacuation. If necessary, Landlord may enter Demised Premises in order to secure Demised Premises or make necessary repairs. If Landlord has not received any rental due within 30 days of said evacuation; Landlord is entitled, upon notice of not less than five (5) days, to expel Tenant, reenter the Demised Premises and remove all persons and property from said Demised Premises. Landlord may reenter the Demised Premises without judicial process and Landlord will not be deemed guilty of trespass thereby. Landlord may remove, or cause to be removed all effects from the Demised Premises and store the same in Landlord's or Tenant's name, but at the costs, expenses and risk of the Tenant, without liability to Tenant for loss or injury thereto, and without prejudice to Landlord's lien and privilege securing all of the sums aforesaid; Landlord will not be liable to Tenant for any loss or damage whatsoever resulting from such entry by Landlord, and Tenant agrees to pay as Additional Rental upon demand any expenses or fees incurred or paid by Landlord as a result thereof. Tenant hereby assents thereto and waives all legal notice to vacate the Demised Premises. In the event of default by Tenant in any obligation or condition hereof, Landlord is hereby irrevocable authorized to sell at public or private sale, without recourse to judicial proceedings and with our without demand, notice, advertisement, or putting in default, any and all of the contents of the Demised Premises upon which Landlord has a lien, and Landlord may purchase same at the fair value thereof, in the event of any such sale the proceeds thereof, after the payment of all costs, fees, charges and expenses of every kind, shall be applied to the satisfaction of all amounts due Landlord, and the

balance shall belong and be paid to Tenant. All rights and remedies of Landlord under this lease are cumulative and, to the extent allowed by law, may be exercised concurrently. Failure to strictly and promptly enforce any of the above rights shall not operate as a waiver of any of Landlord's rights, Landlord expressly reserving the right always to enforce all of the terms of this lease, or to exercise the option above set forth, as well as all rights belonging to Landlord by law, regardless of any extension or indulgence previously granted.

28. Damage and Destruction

If through no fault, neglect, or design of Tenant, the Demised Premises are destroyed by fire or other casualty or damage to such an extent as to render them wholly unfit for occupancy, then this lease at the option of Landlord shall be cancelled and all insurance proceeds turned over to Landlord. If, however, the Demised Premises can be repaired within (210) days from the date of fire or casualty, then at the option of the Tenant, this lease shall not be cancelled, and Tenant shall notify Landlord within (30) days from date of fire or casualty that Tenant will repair the damage at Tenant's expense, and Tenant shall be entitled only to such a reduction, or remission of rent as shall be just and proportionate.

29. Waiver of Notice

UPON TERMINATION OF THE RIGHT OF OCCUPANCY FOR ANY REASON, TENANT HEREBY EXPRESSLY WAIVES NOTICE TO VACATE THE PREMISES TO INSTITUTION OF EVICTION PROCEEDINGS IN ACCORDANCE WITH LA. C.C.P. ARTICLE 4701 AND LA. C.C. ARTICLE 2713.

30. Notices

Any notice to be given under this lease by Landlord to Tenant shall be considered as duly given, if made in writing and delivered to Tenant or deposited in the mail, postage pre-paid by registered or certified mail, addressed to Tenant at the Demised Premises. Any notice to be given under this lease by Tenant to Landlord shall be considered as duly given, if made in writing and delivered to Landlord or deposited in the mail, postage pre-paid by registered or certified mail, addressed to Landlord at **1 Timberlane Drive, Gretna, La 70056**. Each notice or communication shall be

deemed to have been given as of the date so mailed or delivered. The parties to this lease understand and agree that the provisions herein shall, between them have the effect of law, but in reference to matters not provided herein, this lease shall be governed by the ordinances of the Parish of Jefferson, and the laws of the State of Louisiana.

31. Government Regulations

Tenant shall, at Tenant's sole cost and expense, comply with all the requirements of all parish/county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said Demised Premises, and shall faithfully observe in the use of the Demised Premises all such ordinances and statues now or hereafter in force.

32. Servitudes and Restrictions

Landlord reserves to itself the right, from time to time, to grant such easements, rights and dedications that Landlord deems necessary to desirable, and to cause the recordation of servitudes and restrictions, so long as such easements, rights, dedications, servitudes and restrictions do not unreasonably interfere with the use of the Demised Premises by Tenant. Tenant shall sign any of the aforementioned documents upon request of Landlord and failure to do so shall constitute a material breach of this lease.

33. Waiver of Covenant

Failure of Landlord to require strict performance by Tenant of any of the covenants, provisions or conditions of this lease, on one or more occasions, shall not constitute a waiver by Landlord of the right thereafter to require strict compliance with said covenants, provisions and conditions.

34. Indemnification

Tenant hereby agrees to hold harmless, indemnify and defend Landlord from and against any and all liability on account of any matter whatsoever relating to the use, operation and occupancy of the Demised Premises including, but not limited to, attorney's fees, costs, discovery, expenses of trial, and appeals.

35. Additional Covenants

The Tenant shall pay costs for all garbage and trash removal, utilities used, and all hookups, meter installation costs, connections and necessary deposits.

Tenant shall pay all taxes upon personal property, including fixtures and equipment owned by Tenant and located in and upon the Demised Premises.

Tenant understands and agrees that Landlord is not obligated to provide any protection for the life, limb or property of the Tenant, its employees or invitees within and around the Demised Premises.

Tenant, its managers, members, and employees shall not be considered employees of Landlord.

Landlord will assist Tenant in emailing to Resident Members information regarding promotions, special events, and other marketing information regarding Tenant's operation of the Food Service and use of the Ballroom and other group function facility.

Tenant shall assist and cooperate with Landlord to coordinate six (6) functions throughout the year which include but are not limited to Halloween Hayride, Easter Egg Hunt, Lunch with Santa Clause and a club function.

Timberlane Estates Improvement Association shall be allowed to have its annual meeting in the main Ballroom which is on the third Friday of January each year without charge. Tenant will allow the Board of Directors of Timberlane Estates Improvement Association to hold their monthly meeting at the facility without charge. Tenant will allow the Board of Commissioners of Timberlane Neighborhood Improvement and Beautification District to hold monthly and special meetings without charge. Tenant will provide water and iced tea for these meetings without charge.

Both Landlord and Tenant shall always have keys and access to the Demised Premises. Tenant may have a private lock for its storage area located off the kitchen, office space and other designated storage areas.

Tenant is not allowed to have video poker machines on the Demised Premises.

36. Security and Conduct

Landlord is not required to maintain or hire security for the Demised Premises. It is the sole obligation of Tenant to provide security for Members, its customers and employees and any other invitees of tenant at tenant's own expense and tenant is obligated to indemnify Landlord from and against any and all claims arising from tenant's failure to provide security.

Landlord shall have the right from time to time to establish, modify, and enforce reasonable rules, regulations, and a Code of Conduct with respect to the Leased Premises and its use by Resident Members, Non-Resident Members, and the Public. Tenant shall comply with Landlord's rules and regulations, if any, respecting the management, care and safety of the Demised Premises. A copy of such rules, regulations, and Code of Conduct will be given to Tenant.

WITNESSES:

LANDLORD:

TIMBERLANE COUNTRY CLUB

Brady Garrity, President

TENANT:

CAFÉ HOME, INC.

STATE OF LOUISIANA
PARISH OF JEFFERSON

On this _____ day of _____, 2019, before me, the undersigned authority, personally came and appeared:

Timberlane Country Club, a Louisiana corporation, herein represented by Brady Garrity, its President, duly authorized by a vote of shareholders at a meeting held on _____, a copy of which is attached hereto,

who declared and acknowledged to me that he executed the foregoing instrument and signed the same for the purpose and objects therein expressed.

IN TESTIMONY WHEREOF, I have set my hand and seal in the Parish of Jefferson, State of Louisiana.

_____, NOTARY PUBLIC
LA Bar Number _____

STATE OF LOUISIANA
PARISH OF _____

On this _____ day of _____, 2019, before me, the undersigned authority, personally came and appeared:

Café Hope, Inc., a Louisiana corporation, herein represented by _____, its _____ duly authorized by a resolution of the Board of Directors adopted on _____, a copy of which is attached hereto,

who declares and acknowledged to me that he executed the foregoing instrument and signed the same for the purpose and objects therein expressed.

IN TESTIMONY WHEREOF, I have set my hand and seal in the Parish of _____, State of Louisiana.

_____, NOTARY PUBLIC
LA Bar Number _____