

LEASE AGREEMENT

This Lease Agreement (the “**Agreement**”) is entered into as of the dates set forth below, but effective for all purposes as of April 1, 2013 (the “**Effective Date**”), by and between:

LAFAYETTE PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, represented herein by Mr. Shelton Cobb, its President, duly authorized in the premises, whose mailing address is 113 Chaplin Drive, Lafayette, Louisiana 70508, (hereinafter referred to as the “**Lessor**”) and

and

MICHAEL W. NEUSTROM, duly elected Sheriff of Lafayette, Parish, whose current mailing address is 316 West Main Street, Lafayette, Louisiana 70502, (hereinafter referred to as the “**Lessee**”)

WITNESSETH:

WHEREAS, Lessor is the owner of that certain immovable property together with all improvements thereon located at 101 North St. Antoine Street, City of Lafayette, Parish of Lafayette, Louisiana and being more particularly described in **Exhibit A** attached hereto and made a part hereof (the “**Premises**”).

WHEREAS, the Lessee wishes to lease from the Lessor and the Lessor wishes to lease to the Lessee, the Premises, on terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1.01 - Premises:

Subject to the terms and conditions of this Agreement, Lessor does hereby lease to Lessee, and Lessee hereby leases from Lessor the Premises pursuant to the terms of this Agreement.

- A. Lessee warrants and represents that upon the Commencement Date the Lessee has inspected the Premises, and accepts the Premises, including the building and improvements, in its present state and without any representation or warranty by Lessor whatever as to the condition of the Premises.
- B. Lessee acknowledges and agrees that the Premise is being leased to, and accepted by Lessee in its present condition “AS IS” with all faults and Lessee hereby assumes the risk that its adverse physical characteristics and existing conditions may not have been revealed by its inspection or investigation of the Premises. Lessee accepts the Premises as suitable for the purposes for which the same are leased

and accepts the Premises and each and every acceptance thereof and Lessee, by said acts, waives any and all defects therein.

Section 2.01 - Use:

The Premises shall be used by Lessee, and Lessee's subsidiaries and affiliates during the Initial Term (as hereinafter defined) as a administrative office and officer training facility. Lessee agrees that any change in the use of the Premises shall require the prior written consent of Lessor.

Section 3.01 - Term:

The term of this Agreement shall commence on April 1, 2013 ("**Commencement Date**"), and shall expire at midnight, Lafayette, Louisiana time on December 31, 2013 ("**Initial Term**").

Section 4.01 - Rent:

- A. Base Rent. During the Initial Term, the Lessee shall pay to the Lessor a monthly base rent ("**Base Rent**"), which is as follows:

Lease Months	\$15,525 and 00/100 Dollars (\$1,725) per month
4/1/13 – 12/31/13	

- B. Payment of Rent. The monthly payments of the Base Rent (the "**Total Monthly Rental Payment**") shall be due on the first day of each calendar month.

Except as provided herein, all rental payments are due on the first day of each calendar month. In the event the Lessor does not receive the Total Monthly Rental Payments on or before the fifteenth day of the calendar month, a late fee in the fixed amount of \$100.00 plus a daily charge beginning on the sixth day of the calendar month in the amount of \$25.00 per day shall be charged and shall be due and payable by the Lessee for each late payment.

All rental payments due hereunder shall be made to the Lessor at the address set forth in Section 21.01 or such other place as the Lessor shall designate in writing.

Section 5.01 - Real Property Taxes:

Lessee shall be responsible for and shall pay before delinquency, all real property taxes and assessments levied and assessed against the Premises, and shall make such payment in accordance with paragraph 4.01 B hereof.

Section 6.01 - Personal Property Taxes:

Lessee shall be responsible for and shall pay, before delinquency, all taxes, assessments, license fees, and other charges that are levied and assessed against Lessee's personal property installed or located in or on the Premises, and that become payable during the Initial Term or any renewal thereof and shall make such payment in accordance with Paragraph 4.01 B hereof.

Section 7.01 - Limitations on Use:

Lessee shall not do, bring or keep anything in or about the Premises that will cause the cancellation of any insurance covering the Premises.

- A. Lessee shall not permit any activity on the premises which may in law constitute a nuisance, public or private, or which may constitute a violation of any environmental laws, or any other laws, ordinances or regulations.
- B. Lessee shall not operate all or any portion of the premises as a "place of public accommodation", as such term is defined under the Americans With Disabilities Act, 42 U.S.C. 12101 et. seq. (the ADA) and the regulations pursuant to such Act.

Section 8.01 - Assignment and Subletting:

Lessee shall not sell, mortgage, transfer, assign or sub-let all or any portion of the Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld by the Lessor in the event the transferee acquires the Lessee's business. Further provided, that in no event shall Lessor's consent to an assignment or subletting be construed as (i) relieving Lessee from the obligation to obtain Lessor's express written consent to any further assignment or subletting or (ii) releasing Lessee from any liability or obligation hereunder whether or not then accrued, and Lessee shall continue to be, fully, jointly and severally liable hereunder. The Lessor may sell, mortgage, transfer or assign its interest in this Agreement at any time without the consent of the Lessee.

Section 9.01 - Maintenance, Repairs:

To the best of Lessee's knowledge, the Premises are in good order and repair and do not require at the Effective Date any repairs for which Lessor would be responsible under the terms of this Agreement. Lessee shall, at its own expense and at all times, maintain the Premises in good and safe condition, make all necessary repairs, and shall surrender the same at termination hereof, in the same condition as received as of the Initial Commencement Date. Lessee shall be responsible for all repairs required for the Premises, including, but not limited to the roof, exterior walls, structural foundation and any HVAC systems servicing the Premises.

Lessee shall also maintain in good condition areas immediately adjacent to the Premises, such as public sidewalks, rights of way and parking areas. Lessee shall promptly repair any damage to any part of the Premises in the event such damage is caused by or attributable to the actions or inactions of Lessee, its employees, officers, directors, shareholders, members, partners, representatives, agents, customers, guests, invitees or licensees.

Lessee further agrees to maintain the Premises in clean and orderly condition and to comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal and any other agencies or bodies having any jurisdiction thereof) with respect to the use, condition or occupancy of the Premises.

Section 10.01 - Improvements and Alterations:

Lessee shall not make any improvements or alterations, structural or otherwise, to the Premises without Lessor's written consent, which consent shall be in the sole discretion of the Lessor. In making any improvements or alterations, which require the consent of Lessor, Lessee, after obtaining Lessor's consent, shall comply with the following:

- A. The improvements or alterations shall not be commenced until ten (10) days after Lessor has received written notice from Lessee stating the date the alterations are to commence.
- B. The improvements or alterations shall be in conformance with all applicable local, state or federal laws and regulations.

The Lessee shall not cause or permit any mechanic's liens to be filed against the Premises, and Lessee shall indemnify, hold harmless, and defend the Lessor from and against any and all such liens.

Except as set forth in this Agreement, any additions, alterations and improvements made by Lessee, with or without consent of the Lessor, shall remain the property of the Lessor, unless Lessor stipulates in writing otherwise, and Lessee expressly waives any right to compensation or reimbursement for any such additions, alterations or improvements which may be made on the Premises. Notwithstanding the above, however, Lessee may remove from the Premises its office supplies, movable office furniture and movable equipment not attached to the leased Premises provided: (a) such removal is made prior to the termination of the term of the Agreement; (b) Lessee is not in default of any obligation or covenant under this Agreement at the time of such removal; and (c) Lessee promptly repairs all damage, no matter how slight, caused by the installation, use or removal of such furniture or equipment.

Section 11.01 Utilities and Janitorial Services:

Lessee shall pay before same becomes delinquent all utility and service charges for utilities or services furnished to the Premises or used by the Premises or the Lessee, including, without limitation, electricity, gas, water, telephone service, trash collection and lawn, yard and flower bed maintenance. Lessee shall be responsible for maintaining the Premises in accordance with the terms hereof and shall be responsible for the payment of any costs or expense with respect to any janitorial services provided to the Premises.

Section 12.01 - Signs:

Lessee, at its cost, shall have the right to place, construct and maintain an exterior sign on the Premises advertising its business conducted in the Premises. Lessor shall have the right to approve such signs and the location thereof, prior to their placement on the Premises, which approval shall be in the sole discretion of the Lessor, and any sign that Lessee has the right to place, construct and maintain shall comply with all applicable laws or regulations. Upon termination of the tenancy herein created, Lessee shall remove any sign so placed and repair any damage or injury to the Premises caused thereby.

In the event that Lessee places or otherwise erects a sign or signs without the approval of Lessor, Lessor shall have the right to remove such sign or signs and the costs of removal shall be the responsibility of the Lessee. Lessee shall reimburse Lessor for such costs within five (5) days of receipt of an invoice from Lessor for the costs of removal of the sign or signs. The cost of such removal shall be considered rent due hereunder and the non-payment by Lessee shall be considered non-payment of rent and entitle Lessor to exercise its rights for non-payment of rent.

Section 13.01 - Access:

Lessor and its authorized representatives shall have the right after 24 hours written notice to Lessee (or at any time, and without notice, if necessary in connection with an emergency), at Lessee's address for notice as set forth herein, to enter the Premises during Lessee's business hours for the purpose of:

- A. Determining whether the Premises are in good condition and whether Lessee is complying with its obligations under this Agreement.
- B. Doing any necessary maintenance and to make any restoration or repair to the Premises or the building and other improvements in which the Premises are located that Lessor has the right or obligation to perform.
- C. Posting "for sale," "for rent" or "for lease" signs during the last six (6) months of the term of the Agreement or any renewal thereof.

Section 14.01 - Indemnity:

Lessee shall hold Lessor harmless from all damages arising out of any loss, theft, injury or damage to any person or property (as the case may be) occurring in, on, or about the Premises except for damages resulting from any gross negligent act or omission of Lessor. Lessee shall be liable to Lessor for damages resulting from the acts or omissions of Lessee, its employees, officers, directors, shareholders, members, partners, representatives, agents, customers, guests, invitees and licensees or of Lessee's, its employee's, officer's, director's, shareholder's, member's, partner's, representative's, agent's, customer's, guest's, invitee's and licensee's negligence, gross negligence or willful conduct.

Section 14.02 - Hazardous Substances:

Lessee warrants and covenants that neither the Lessee, nor its employees, agents, officers, shareholders, partners, members, invitees, guests or customers shall use, deposit, store, transport, locate, bring on to or cause to be brought on to the Premises any Hazardous Substances, except to the extent that such use, deposit, storage, transportation or location complies in all respects with applicable laws and regulations, and further warrants and covenants that neither Lessee nor employees, agents, officers, shareholders, partners, members, invitees, guests or its customers shall release, discharge, spill, dispose, emit or permit the breakage of, Hazardous Substances in, on or under the Premises.

Lessee agrees to indemnify and hold harmless Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the term of this Agreement or any renewal hereof from or in connection with the presence or suspected presence of Hazardous Substances in or on the Premises, which Hazardous Substances were brought onto the Premises during the term of this Agreement or any renewal thereof by the Lessee, its agents, officers, representatives, employees, invitees or licensees or become deposited or otherwise become present on the Premises during the term of this Agreement or any renewal thereof. Without limiting the foregoing, this indemnification shall include any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision.

For purposes of this section, the term "Hazardous Substances" shall be interpreted broadly to include, but not be limited to, substances designated as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 2201, et seq., and any applicable State or federal law or regulation. The term shall also be interpreted to include but not be limited to any substance which after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities, and oil and petroleum based derivatives.

The provisions of this section shall be in addition to any other obligations and liabilities Lessee may have to Lessor at law or in equity and shall survive the termination of this Agreement.

Section 15.01 - Insurance:

In addition to Lessee's obligations set forth in Section 4.01 B, Lessee, at its cost, shall maintain comprehensive general liability insurance in a minimum amount of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate, insuring against all liability of Lessee arising out of and in connection with Lessee's use or occupancy of the Premises. All such insurance policies shall name the Lessor as an additional primary insured. At the Commencement Date, Lessee shall supply to Lessor a certificate that such insurance is in force and the requisite premiums have been paid. Lessee's insurance policies and coverage shall be endorsed to apply on a primary basis. It is further provided that Lessee's insurance policies and coverage shall contain (either directly in the policy or by endorsement) a provision that provides that the Lessor shall be entitled to thirty (30) days prior written notice of cancellation and/or non-renewal of such policy or

coverage of the Lessee. Lessee shall be responsible for maintaining insurance coverage on their contents which are housed on this leased site.

Lessor shall maintain fire, casualty and extended coverage insurance on the Premises and improvements therein, and shall bill Lessee for same in accordance with Section 4.01 B hereof.

Section 16.01 - Waiver of Subrogation:

To the extent that a loss is covered by insurance in force and recovery is made for such loss, the Lessor and Lessee hereby mutually hold harmless and release each other from liability and waive all rights of subrogation against each other for any loss or damage to their respective properties. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy.

Section 17.01 - Damage or Destruction:

If the Premises are so damaged or destroyed by fire, flood, earthquake, the elements, casualty, war, riot, public disorder, acts authorized or unauthorized by the government (including a condemnation proceeding) or any other cause or happening so as to render the Premises unusable for Lessee's operations, as determined by the Lessor acting in good faith and in a commercially reasonable manner, this Agreement shall terminate immediately. However, there shall be no termination if the damage is caused by the negligence, willful misconduct or gross negligence of Lessee, its employees, officers, directors, shareholders, members, partners, representatives, agents, customers, guests, invitees or licensees.

If the Premises are partially damaged or rendered partially unusable by fire or other casualty as set forth above, as determined by the Lessor acting in good faith and in a commercially reasonable manner, Lessor shall undertake the repair of the Premises (except if such damage is caused by the negligence, willful misconduct or the gross negligence of the Lessee, its employees, officers, directors, shareholders, members, partners, representatives, agents, customers, guests, invitees, or licensees, in which case the Lessee shall be responsible for the repair of the Premises) within thirty (30) days from the receipt of proceeds from insurance or any other responsible party, which Lessor shall diligently pursue. This Agreement shall continue in full force and effect during the period of the repair. Moreover, until such repair is substantially completed so that full use and occupancy of the Premises by the Lessee is possible, the rent shall be apportioned according to the portion of the Premises remaining usable. If such repairs are not completed within ninety (90) days from the date that the repair work is began, either party may terminate this Agreement by giving written notice to the other party within ten (10) days of the expiration of the ninety (90) day period.

Section 18.01 - Lessee's Default:

The following events shall be deemed to be events of default by Lessee under this Agreement:

- A. Lessee shall fail to pay the rental due hereunder or any other amount payable to Lessor hereunder on or before the fifteenth business day following the due date (the parties acknowledging that the

fifteenth day grace period provided for herein shall not limit Lessor's right to assess and collect late fees); or

- B. Lessee shall fail to perform any requirements of this Agreement, other than a failure described in subsection 18.01(B) above, and such failure shall continue for thirty (30) days after written notice of such failure from Lessor is delivered to Lessee.

Upon the occurrence of any one or more of such events of default, at the option of Lessor, (i) this Agreement shall cease and terminate immediately and Lessee shall quit and surrender the Premises to Lessor, or (ii) Lessor may pursue any remedy available to Lessor, whether by law or contract, or in equity, including without limitation the repossession of the Premises by Lessor without terminating the Agreement, in which event Lessee shall be liable for all rent payable through the date of repossession, plus rent required to be paid by Lessee during the remainder of the Initial Term (or, if applicable, the Renewal Term), diminished by any sums thereafter received by Lessor through reletting the Premises during said period. If this Agreement is terminated by Lessor pursuant to this Section 18.01, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee and Lessee's property therefrom. Time is of the essence with respect to all matters described in this Section 18.01.

Section 19.01 - Lessor's Default:

Lessor shall be in default of this Agreement if it fails or refuses to perform any provision of this Agreement that it is obligated to perform if the failure to perform is not cured within thirty (30) days after written notice of the default has been given by Lessee to Lessor. If the default cannot reasonably be cured within thirty (30) days, Lessor shall not be in default of this Agreement if Lessor commences to cure the default within the thirty-day period and in good faith continues to cure the default. In the event the Lessor fails to cure a default as provided hereinabove and the continuance of such default results in the interruption of the Lessee's peaceable enjoyment of the Premises, then the Lessee shall be entitled to the abatement of the monthly rent payable under this Agreement and the amount of such abatement shall be in the same proportion as the amount of the Premises rendered unusable by Lessor's default is to the totality of the Premises.

Section 20.01 - Surrender of Premises:

Upon termination of this Agreement by lapse of time or otherwise, Lessee shall immediately surrender the Premises in the same condition as it was in at the Initial Commencement Date. In the event the Lessee retains possession of the Premises after the termination date of this Agreement, then the Lessee shall pay to the Lessor a monthly rental amount equal to pro-rata portion of the monthly rental amount set forth in Section 4.01 hereof for each month or part thereof that the Lessee retains possession of the Premises after the termination date of this Agreement.

Section 21.01 - Notice:

Any notice, demand, request, or consent that either party describes or is required to be given by this Agreement shall be in writing and shall be deemed sufficient if sent by United States first class mail, return receipt requested:

LESSOR:

Lafayette Parish School Board
c/o Dr. Pat Cooper, Superintendent
113 Chaplin Drive, Lafayette, LA 70508

With copy to:

Lafayette Parish School Board
c/o Chief Financial Officer
113 Chaplin Drive, Lafayette, LA 70508

LESSEE:

Lafayette Parish Sheriff Department
c/o Michael W. Neustrom, Sheriff
316 West Main Street, Lafayette, Louisiana 70502

With copy to:

Lafayette Parish Sheriff Department
c/o Chief Financial Officer
316 West Main Street, Lafayette, Louisiana 70502

Either party may notify the other in writing of any different address for notice purposes.

All such notices shall be deemed given on the date of receipt at the applicable address as evidenced by the return receipt.

Section 22.01 – Interpretation; Venue:

This Agreement shall be construed and interpreted in accordance with the laws of the State of Louisiana. All disputes shall be tried in the state or federal courts located in Lafayette Parish, Louisiana.

Section 23.01 - Waiver:

No delay or omission by either party in exercising any right occurring upon any noncompliance or default by the other party with respect to any of the terms hereof shall impair or be construed to be waiver thereof. A waiver by either party of any of the covenants and agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

Section 24.01 - Heirs and Successors:

Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

Section 25.01 - Integrated Agreement; Modification:

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by a written agreement signed by the Lessor and the Lessee.

Section 26.01 - Recordation:

This Agreement shall not be recorded, except that if either party requests the other party to do so, the parties shall execute a memorandum of Agreement in recordable form.

Section 27.01 - Captions:

The captions used in this Agreement shall have no effect of its interpretation.

Section 28.01 - Severability:

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

Section 29.01 - Attorney's Costs:

If by reason of any default on the part of Lessee, Lessor shall bring suit to recover any rent due hereunder, or for breach of any provision of this Agreement or to recover possession of the Premises, the Lessor shall have and recover against the Lessee in addition to the costs allowed by law, such sum as the court may judge to be a reasonable attorney's fee.

Section 30.01 - Subordination:

(a) This Agreement is subject and subordinate to any mortgage which now or hereafter encumbers or affects the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof.

This clause shall be self-operative and no further instrument of subordination need be required by any mortgagee of Lessor. In confirmation of such subordination, however, Lessee shall, at Lessor's request, promptly execute any reasonable and appropriate certificate or instrument that Lessor may request. In the event of the enforcement by the holder of any such instrument of the remedies provided for by law or by such mortgage, Lessee will, upon request of any person or party succeeding to the interest of Lessor as a result of such enforcement, automatically become the lessee of such successor in interest without change in the terms or other provisions of this Agreement. Upon request by such successor in interest, Lessee shall execute and deliver such reasonable instrument or instruments confirming the attornment herein provided for.

(b) At Lessor's request, Lessee will execute either an estoppel certificate or a three-party agreement certifying such facts and agreeing to such notice provisions and other matters as may reasonably be required.

Section 31.01 – Lien For Payment of Rent:

In consideration of the mutual benefits arising by virtue of this Agreement, Lessee does hereby mortgage unto Lessor all property of Lessee now or hereafter placed in or upon the Premises (except such part of property or merchandise as may be exchanged, replaced or sold from time to time in the ordinary course of operations or trade), and such property is hereby subjected to a lien in favor of Lessor and shall be and remain subject to such lien of Lessor herein. Said lien shall be in addition to and cumulative of the landlord's lien provided by law. Notwithstanding the foregoing, the lien created in this paragraph shall be subordinate to any lien or mortgage granted by Lessee to the seller of property or equipment located on the Premises or to a lender who lends all or a portion of the purchase money for any property or equipment placed on the Premises by Lessee.

Section 32.01 – Security Deposit:

Lessee has paid Lessor at the execution hereof, the amount of \$0 AND 00/100 DOLLARS (“**Security Deposit**”) as security for the performance of the terms hereof by Lessee, including, but not limited to, the repair of damage to the Premises and/or nonpayment of rental amounts due. Provided the Lessee is not in default of this Agreement, the Security Deposit shall be returned to Lessee within thirty (30) days after termination of this Agreement unless applied by Lessor to the expense of repair and restoration work that is mutually agreed upon by Lessor and Lessee. The Security Deposit may not be used by Lessee as the last month's rent at the termination of the Agreement.

Section 33.01 - Option to Renew:

Provided that Lessee is not in default in the performance of this Agreement, Lessee shall have the option to renew the lease for one additional term of six months (“**Renewal Term(s)**”), commencing on the next day following the expiration of the Initial Term or Renewal Term, as the case may be.

All of the terms and conditions of this Agreement shall apply during the Renewal Term(s) except that the Base Rent shall be subject to increase and in an amount equal to the percentage proportion that the last index known as “United States Bureau of Labor Statistics, Consumer Price Index for Urban Wage

Earners and Clerical Workers,” for the Lafayette Parish area (hereinafter referred to as the “Index”) published prior to day following the expiration of the Initial Term or Renewal Term, as the case may be, shall have increased over the last such Index published prior to the Commencement Date of the Initial Term or Renewal Term, as the case may be of this Agreement.

If the Index is discontinued with no successor or comparable successor Index, the Lessor and Lessee shall attempt to agree upon a substitute formula, but if the parties are unable to agree upon a substitute formula, then the Base Rent during the Renewal Term(s) shall be negotiated between the Lessor and the Lessee and subject to increase.

The option(s) to renew shall be exercised by written notice given to Lessor by Lessee not less than sixty (60) days prior to the expiration of the Initial Term or Renewal Term, as the case may be. If notice is not given in the manner provided herein and within the time specified, this option to renew shall terminate.

Section 34.01 – Net Lease Intended:

It is the intention of the parties that Lessor shall receive the Total Monthly Rental Payment specified in Section 4 of the Agreement as a net rental, free from all taxes, charges, expenses, damages and deductions of every description, and that Lessee shall pay all taxes, charges, expenses, damages and deductions which, except for this Agreement, would have been chargeable against the Leased Premises or Lessor.

Section 35.01 – Drafting:

Each of the parties hereto acknowledges that each party was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor or against any party hereto because one is deemed to be the author thereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

WITNESSES:

LESSOR:

Lafayette Parish School Board,

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

WITNESSES:

Printed Name:_____

Printed Name:_____

LESSEE:

Lafayette Parish Sheriff Department

By:_____

Its: Sheriff

Notary Public

EXHIBIT A

That certain tract of land situated in the Truman Addition, Section 13, T-9-S, R-4-E, in the Parish of Lafayette, Louisiana, containing eight and 323/1000 (8.323) acres, bounded on the North by Carver St. and the northern 20.2 feet of Lot No. 9 of the said Truman Addition, on the South by Tom Rogers or assigns, on the East by property of Mrs. Cora Leblanc and the western 11.8 feet of Lot No. 58 of said Truman Addition, and on the West by Alexander Subdivision, and being more fully shown on a plat of survey made by C.K. Langlinais, February 7, 1951, as included between the letters A, B, C, D, E, F and back to letter A, of said plat, which said plat of survey is attached hereto and made a part hereof and is marked "Ne Varietur" for identification herewith.

That certain piece or portion of ground, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining situated in the Girard Salles Addition in the City and Parish of Lafayette, Louisiana, and according to the plat of said Addition on file in the Clerk's Office of the Parish of Lafayette, Louisiana, as known and designated as the North Half of Lot Nos. 1 and 2 of said Addition; said portions of lots being contiguous together having such form and dimensions as are shown on said plat of survey and are together bonded North by Morgan Street (formerly Cleveland Street), West by St. Antoine Street, East by Bienville Street (shown as St. John Street on the original plat) and South remaining portions of Lots 1 and 2 of said Addition belonging to the Lafayette Parish School Board.

That certain parcel of ground contiguous to St. Antoine Street, Lafayette, Louisiana and located within the letters A, B, C, G, D, A ON THE Map of Survey Showing Property and Topographic of Lafayette Parish School Board (St. Antoine School) prepared by Richard Dupuis & Associates, Inc. dated February 22, 1982 and made a part hereof and attached to File No. 2006-49433.

Less and Except:

That certain parcel of ground contiguous to St. Antoine Street, Lafayette, Louisiana and located within the letters C, E, F, G, C on the Map of Survey Showing Property and Topographic of Lafayette Parish School Board (St. Antoine School) prepared by Richard Dupuis & Associates, Inc. dated February 22, 1982 and made a part hereof and attached hereto by reference.

A certain parcel of ground situated in the Girard-Salles Addition in the City of Lafayette, La., composed of the south half of Lot No. one and the north half of Lot No. four according to plat of said Addition on file in the Recorder's office of this Parish; the said parcel of ground hereby transferred by him measuring one hundred feet front on the street known as old public road to Opelousas by a depth of one hundred and forty feet and being bounded north by the north half of said Lot No. one, south by the south half of Lot No. four, east by Lots Numbers two and three, and west by said street or public road.

Those certain parcels of ground situated in the Girard-Salles Addition to the City of Lafayette, Louisiana, composed of the following lots as shown on the plat of said Addition on file in the Recorder's office of the Parish of Lafayette, to wit:

Lot Nos. one, three, five and six and the south half of Lot No. two, and the north half of Lot No. eight, and the whole of Lot No. seven, all having such form and dimensions as shown on the plat of survey of said Addition hereinbefore mentioned. Being the same property described under File No. 1923-66510 of the records of Lafayette Parish, Louisiana.