

FIFTH AMENDMENT TO SPACE AND ROOFTOP LEASE

This Fifth Amendment to Space and Rooftop Lease (this "Amendment") is made and entered into on _____, 2023 (the "Execution Date") by and among 201 ST. CHARLES PLACE, LLC, successor in interest to LKBOC, LLC ("Landlord") and REGIONAL TRANSIT AUTHORITY ("Tenant").

RECITALS

WHEREAS, LKBOC, LLC AND Tenant are parties to that certain Space and Rooftop Lease dated effective as of December 1, 2003, the ("Original Lease") pursuant to which Tenant has leased certain space on the roof and within the interior of the building located at 201 St. Charles Avenue, New Orleans, Louisiana (the "Building") for use in its business.

WHEREAS, Landlord is the successor in interest to LKBOC, LLC.

WHEREAS, Landlord and Tenant executed a First Amendment to Space and Rooftop Lease on April 30, 2009 to extend the term through and including March 1, 2013, ("First Amendment");

WHEREAS, Landlord and Tenant executed a Second Amendment to Space and Rooftop Lease on March 31, 2014 to extend the term through and including March 31, 2017, ("Second Amendment");

WHEREAS, Landlord and Tenant executed a Third Amendment to Space and Rooftop Lease on March 31, 2017 to extend the term through and including March 31, 2020, ("Third Amendment");

WHEREAS, Landlord and Tenant executed a Fourth Amendment to Space and Rooftop Lease on June 2, 2020 to extend the term through and including March 31, 2023, ("Fourth Amendment");

WHEREAS, the Original Lease as amended by the First Amendment, Second Amendment; Third Amendment and Fourth Amendment is hereinafter referred to as the Lease and;

WHEREAS, Tenant has requested that certain provisions of the Lease be amended; and,

WHEREAS, Landlord has agreed to amend the Lease as requested by Tenant on the terms and conditions herein contained.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Landlord and Tenant, and in further consideration of the covenants and agreements herein set forth, Landlord and Tenant hereby agree as follows:

1. Commencing on the Effective Date listed below, the Lease is hereby amended as follows:
2. Option to Renew/Base Rent: Tenant has chosen to exercise the Option to Renew for an additional three (3) year term. The effective date of the Lease shall be April 1, 2023 ("Amendment Effective Date") and the Renewal Rate shall be as follows:

April 1, 2023 – March 31, 2024	Base Rent - \$10,020.75
April 1, 2024 – March 31, 2025	Base Rent - \$10,221.16
April 1, 2025 – March 31, 2026	Base Rent - \$10,425.58

If any such monthly payment of Base Rent is paid to and received by Landlord on or before the 5th day of the calendar month in which such installment of Base Rent is due, Tenant shall be entitled to a timely rent credit equal to Eight Hundred and no/100ths Dollars (\$800.00) in the monthly Base Rent for such month for each month throughout the Term of the Lease.

3. Option to Renew. Tenant shall have the option to renew this Lease for one additional three (3) year term at the monthly rate below so long as there is no Event of Default (as such is defined in the Lease), or event which with the passage of time if uncured would constitute an Event of Default, in existence at the time the option to renew is exercised by Tenant and provided Tenant has renewed its Lease. Tenant shall give Landlord written notification of such renewal at least ninety (90) days prior to the expiration of the Lease.

Option Renewal Rate:

April 1, 2026 – March 31, 2027	\$10,634.09
April 1, 2027 – March 31, 2028	\$10,846.77
April 1, 2028 – March 31, 2029	\$11,063.71

4. Notices: Section 23 of the Original Lease shall be modified as follows:

If to Landlord:
 201 St. Charles Place, LLC
 201 St. Charles Avenue, Suite 1500
 New Orleans, LA 70170
 Attention: Property Manager

201 St. Charles Place, LLC
 315 Central Park West, Suite 1200
 New York, New York 10025
 Attention: Lease Administration

If to Tenant:
 Regional Transit Authority
 2817 Canal Street
 New Orleans, LA 70119
 Attention: Director of Procurement

As amended hereby, the Lease shall remain in full force and effect as written.

IN WITNESS WHEREOF, Landlord and tenant have executed this Fifth Amendment on the Execution Date to be effective as of the Amendment Effective Date above written.

LANDLORD

TENANT

201 ST. CHARLES PLACE, LLC
By: 201 PLACE ST. CHARLES, CORP.
Its managing member

REGIONAL TRANSIT AUTHORITY

By: _____
Sinclair Haberman, Secretary

By: _____
Name: _____
Title: _____