

STATE OF LOUISIANA

PARISH OF TERREBONNE

**LEASE AGREEMENT**

BE IT KNOWN that on the dates inscribed below,

BEFORE the undersigned Notary(ies) Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, therein residing, and in the presence of the two undersigned competent witnesses residing in said parish;

PERSONALLY CAME AND APPEARED:

**MARFO, INC.**, a Louisiana corporation, authorized to do and doing business in the Parish of Terrebonne, State of Louisiana, whose mailing address is 7938 Main Street, Houma, Louisiana 70360, herein represented by its duly authorized President, Martin Folse, hereinafter referred to as LESSOR, and

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, the local governing authority of the Parish of Terrebonne State of Louisiana, organized and existing under the laws of the State of Louisiana and the Home Rule Charter for a consolidated government for Terrebonne Parish, herein represented by its President, Gordon Dove, who is duly authorized to enter into this agreement on behalf of the Terrebonne Parish Consolidated Government, by virtue of Terrebonne Parish Ordinance Nos. \_\_\_\_\_, and whose mailing address is 8026 Main Street, Houma, Louisiana 70360, hereinafter referred to as "LESSEE",

who, after being duly sworn, did depose and state that:

**I.  
PROPERTY**

LESSOR does by these presents lease unto LESSEE, who does by these presents lease from LESSOR, for the terms, conditions and subject to all the conditions and stipulations hereinafter set forth, the following described property ("leased premises")

Thirty (30) parking spaces, including the area necessary for their ingress and egress, located on properties situated in the Parish of Terrebonne, State of Louisiana, more particularly described by Exhibit "A."

**II.  
TERM**

This lease is made for an initial term of three years commencing on the 1<sup>st</sup> day of January, 2019 and ending on the 31<sup>st</sup> day of December 2021. This lease shall be automatically extended for renewal terms of one (1) year each commencing on January 1, 2022 and continuing in one (1) year terms until December 31, 2033, subject to the provisions as specified.

**III.  
EFFECTIVE DATE**

The effective date of the commencement of the Lease will be the 1<sup>st</sup> day of January, 2019.

**IV.  
RENTAL**

This lease is made for and in consideration of the mutual stipulations and agreements herein set out, all of which are recognized as material parts of the consideration for this lease and without which this lease would not have been made, and for the annual payment by LESSEE to LESSOR of rental of the leased premises of THIRTY NINE THOUSAND SIX HUNDRED NINETY SEVEN DOLLARS AND EIGHTY NINE CENTS, subject to the following

provisions.

The annual rental shall be increased on January 1<sup>st</sup> of each year that this lease is effective, whether during the initial term or any subsequent renewal term, by .005. Annual rental is due and payable on or before December 20th each year, whether during the initial term or any subsequent renewal term. The .005 increase will not be cancelled due to non-notification.

LESSOR may further increase the annual base rent (.005 increase added after appraisal) based on new appraisals by Lessor by written notice to LESSEE, provided LESSEE has received said written notice at least 120 (One hundred twenty) days prior to the beginning of the next annual period, whether during the initial term or any subsequent renewal term, for which LESSOR intends to increase rent. For the purposes of this paragraph, LESSOR's notice shall be delivered to the Terrebonne Parish President and the Terrebonne Parish Council Clerk. Upon receipt of LESSOR's notice to increase rent, LESSEE shall bring the matter before its governing authority, the Terrebonne Parish Council, for consideration and action. Notwithstanding any provision herein to the contrary, if LESSEE's governing authority does not approve LESSOR's increase in rent, LESSEE may, within 30 days from the date of receipt of LESSOR's notice to increase rent, terminate this agreement by written notice to LESSOR without penalty, whether during the initial term or any renewal term. Such termination shall be effective on December 31<sup>st</sup> following notice to terminate.

## **V. PURPOSE**

This lease is made for the primary purpose by LESSEE for commercial parking spaces for the offices and related business of LESSEE, and to provide for additional public parking in the downtown Houma area. LESSEE agrees to, conforms with and abides by the regulations and other ordinances, statutes and laws of the Parish, State or other governmental agencies in which the leased premises is located or to which it is subject. LESSEE shall not at any time use the leased premises for any illegal or unlawful purposes, or commit or permit to tolerate the commission therein of any act made punishable by fine or imprisonment under the laws of the United States, the State of Louisiana, the Parish of Terrebonne, or of the City of Houma and LESSEE shall not use the leased premises for any purposes which do not conform with or abide by the regulations or other ordinances, statutes and laws of the Parish, State, City or other governmental agency having jurisdiction of the area in which the leased premises is located. LESSEE shall not use the leased premises for any purpose that is improper, immoral, unlawful, objectionable or that tends to injure or depreciate said leased premises. The leased premises shall only be used for parking as provided under the restrictions hereinafter specified and no other use or gathering will be allowed.

The use of the said leased premises by LESSEE shall be in such a manner as to cause the least possible injury or depreciation to said leased premises.

LESSEE declares that it has examined the leased premises and same is fit for its intended purposes and LESSEE agrees at the termination or cancellation of this lease to return the leased premises in as good a condition as it is at the time LESSEE takes possession thereof, usual decay, wear and tear excepted. LESSEE accepts the leased premises in an "as is" condition.

LESSEE agrees to the following restrictions on the use of the leased premises, to-wit:

1. Restrictions on parking for the leased premises are as follows:
  - a. No trailers, cargo, campers or any type of auxiliary vehicle, booms or cranes shall be allowed to use the leased premises for parking. Only passenger vehicles and pickup trucks may utilize the leased premises for parking.
  - b. The Entrance or the Exit for parking and utilization of the leased premises shall be perpetual from the existing entrance/exit from Main Street located next to the TPCG Government Tower Building as indicated by the arrow on Exhibit B attached hereto and made a part hereof.

2. The leased premises cannot be utilized for any commercial operations other than parking. No vendors, exhibitors or any other like activity shall be allowed on the leased premises.
3. Visitors to HTV will also be treated to public rights to park in this leased parking lot. The parking lot will also be for general parking and will not be privately earmarked for private parking. The leased parking area will never be barricaded in any form at any time and such lease prohibits any structures of impedance at any area of the leased property at any time.

## **VI. LIABILITY**

Except as set forth in this Lease Agreement, LESSEE assumes the risk and responsibility for maintaining the condition of the leased premises, all liability for damages to persons (including death) or property of itself, its agents, contractors, employees, servants, lessees or third persons going on or being on the leased premises during the term of this lease and LESSEE will indemnify LESSOR and save LESSOR harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to the property arising from the acts of the LESSEE, its agents, contractors, employees, servants, or third persons at the leased premises. In case litigation is commenced by a third party against LESSOR, its agents, employees, or servants arising from the leased premises, LESSEE shall protect, indemnify, defend and hold harmless. This indemnification excludes any such claim, action, damage, liability, or expense which may arise due to the willful and negligent actions of the LESSOR.

MARFO agrees and covenants it shall hold harmless and indemnify TPCG against all claims for bodily injuries to persons, including death, and damages to property, resulting from the acts or omissions of MARFO, its agents, employees or contractors, excepting only claims arising from the negligence of TPCG.

## **VII. INSURANCE REQUIREMENTS**

### **A. GENERAL:**

The following insurance requirements shall be provided and shall apply on a primary basis. The total limit of insurance must be equal to or greater than **\$10,000,000** per line of insurance indicated below. This limit may include umbrella or excess liability coverages. Additionally, each line of insurance may have its own set of requirements that must be met. **“CLAIMS MADE” POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for auto liability, general liability, employers’ liability, and umbrella liability, but are acceptable for professional liability, pollution liability and errors and omissions policies.

### **B. INSURANCE:**

Insurance obtained and maintained by the LESSEE shall contain the following coverages and limits:

#### **1. Workers Compensation:**

- a. State Act - Louisiana Statutory Requirements;
- b. Employers Liability with minimum acceptable limits of \$1,000,000/\$1,000,000 /\$1,000,000; and
- c. Waiver of subrogation in favor of LESSOR, and any other entities who may require waivers by specific contract.
- d. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change to LESSOR.

#### **2. General Liability:**

- a. Commercial General Liability, Form CG 00 01 or pre-approved equivalent; Minimal Acceptable Limit: \$10,000,000 per occurrence; \$10,000,000 general aggregate; \$10,000,000 products/completed operations aggregate; to include premises operations, damage to rented premises; and products and completed operations coverage;
- b. Additional Insured Endorsement in favor of LESSOR; CG 20 26 (edition 07 04), or approved equivalent; and
- c. Waiver of Transfer of Rights of Recovery Against Others to Us, CG 24 04 (93) or approved equivalent, in favor of LESSOR, and any other entities who may require waivers by specific contract.
- d. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change to LESSOR.

**3. Auto Liability:**

- a. Minimum Acceptable Limit: \$10,000,000 Combined Single Limit;
- b. Liability coverage for any auto or for all owned autos and non-owned and hired autos. If LESSEE owns no vehicles, then a Hired and Non-owned Auto Liability policy is required; and
- c. Additional Insured and Waiver of Subrogation endorsements in favor LESSOR, and any other entities who may require waivers by specific contract.
- d. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change to LESSOR.

**C. General Requirements:**

**1. Qualifications of Insurers:**

- a. All insurance required in this document are to be purchased and maintained by the LESSEE from insurance companies that are duly licensed by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI as of the most currently published *A.M. Best Guide*. Any variance must be approved by LESSOR.
- b. If the insurance company(s) providing any insurance coverage furnished by the LESSEE is declared bankrupt, becomes insolvent, its right to do business in Louisiana is terminated or it ceases to meet the requirements of this Document, the LESSEE shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to LESSOR.

**2. Certificates of Insurance/Policies of Insurance:**

- a. The LESSEE shall deliver to LESSOR Certificates of Insurance, with copies to each additional insured identified in the Lease, evidencing all insurance which the LESSEE has purchased and shall maintain in accordance with this Document. It is mandatory that within ten (10) days after the notification of the acceptance of the LESSEE application, the LESSEE shall furnish to LESSOR the certificates of insurance as required in this Document. LESSOR reserves the right to require a complete copy of all policies, forms and endorsements, if it is deemed necessary.
- b. LESSOR reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. Failure to reach a compromise may result in cancellation of the lease. LESSOR reserves the right to request certified copies of any policy (s) evidenced by the Certificate(s) of Insurance.

3. **The LESSEE's Failure:** Upon failure of the LESSEE to purchase, furnish, deliver or maintain such insurance as required herein, at the election of LESSOR, the Lease may be forthwith declared suspended, discontinued, or terminated. Failure of the LESSEE to purchase and maintain insurance shall not relieve the LESSEE from any liability under the Lease, nor shall the insurance requirements be construed to conflict with the obligations of the LESSEE concerning indemnification.
4. **No Recourse Against LESSOR:** The insurance companies issuing the policies shall have no recourse against LESSOR for payment of any premiums, deductibles, retentions or for assessments under any form or policy. These shall be borne by and be the sole responsibility of the LESSEE.

#### **VIII. TAXES**

LESSEE shall during the term of this lease pay all property taxes prorated from the commencement of this Lease for the leased premises herein. During the effective period of this lease, LESSEE shall pay property taxes on the portions of the properties subject to this lease, and LESSOR shall pay property taxes for the portions of the properties not subject to this lease.

#### **IX. REPAIRS**

LESSEE agrees to maintain and repair all of the leased premises, including but not limited to the repairs necessary for the use of the leased premises by LESSEE. LESSEE agrees that alterations and/or renovations shall not be performed on the leased premises without the express written consent of the LESSOR.

#### **X. UTILITIES**

Each Party shall be responsible to maintain, at its sole expense, any and all utilities used by it. Neither Party shall be liable to the other for any damage as a result of any interruption of such utilities. TPCG will be responsible for installing security lighting for those who use this leased parking lot and will maintain and assure workable lights at all time. Additional security such as cameras and surveillance may be installed by TPCG at their costs and first approved by Lessor.

#### **XI. SUB-LEASE**

LESSEE shall not assign this lease in whole, or in part, nor sub-let all, or any part, of the leased premises without the written approval of the LESSOR. This condition against assigning or sub-letting shall be construed to include any condition against any assignment or subletting by operation of law. Any new vendor to TPCG will have to first come first serve with the general public parking as contracted in this agreement.

#### **XII. LAWS AND REGULATIONS**

LESSEE will comply with the laws and regulations of the State of Louisiana and ordinances of the Parish of Terrebonne and the City of Houma affecting the leased premises or business conducted thereon.

#### **XIII. HAZARDOUS AND TOXIC MATERIALS**

It is agreed that LESSEE will refrain from storing, using or producing any hazardous or toxic materials on the leased premises. In the event LESSEE is found to be in violation of this part of the lease agreement, then LESSEE agrees to bear all expense and responsibility in having the hazardous and/or toxic materials immediately removed from the leased premises.

LESSEE shall at all times during the term of this lease utilize parking on the leased premises in a manner which will assure the safe, lawful and healthful use of the leased premises and all activities conducted on the leased premises shall be in compliance with all applicable environmental laws and regulations. With respect to hazardous or toxic materials arising as a result of their actual, alleged or threatened discharge, dispersal, release or escape, LESSEE shall indemnify, hold harmless and assume all liability for damages to persons (including death) or property of itself, its agents, contractors, employees, servants, tenants or third persons going on or being upon the leased premises during the term of this lease. The assumption of liability will include bodily injury or property damage resulting from the actual, alleged or threatened discharge, dispersal, release or escape of pollutants occurring during the term of this lease. The payment of any legal fees under this provision shall be governed in accordance with Article XXII of this agreement.

#### **XIV. DEFAULT**

Should either party become in default on any obligations, terms, and conditions due under this lease, the obligee shall give obligor written notice of said default and demand to cure said default. The obligor shall have thirty (30) days from date of notice to cure said defaults. The obligee may elect to terminate this Agreement by written notice to the obligor for failure of obligor to cure default within the 30 day curative period, effective immediately.

#### **XV. TERMINATION**

LESSEE may terminate this agreement for convenience by written notice to LESSOR on or before October 1<sup>st</sup> prior to any renewal term, and termination shall be effective on the expiration of the current term. LESSEE may terminate this lease for convenience during the Initial Term, provided (1) LESSEE notify LESSOR in writing by October 1<sup>st</sup> of the year prior to the due date for the next annual payment and (2) LESSEE issue payment of liquidated damages to LESSOR in the amount of Ten Thousand and No/100 (\$10,000) Dollars. Such termination shall be effective on December 31<sup>st</sup> following notice of termination. LESSOR declares and LESSEE acknowledges that \$10,000 represents the amount of damages that LESSOR will incur in the event the lease agreement is terminated for convenience prior to the expiration of the initial term of this lease.

#### **XVI. INSPECTION**

Subject to the consent of LESSEE, which shall not be unreasonable withheld, LESSOR shall have the right to enter the leased premises to make inspections, provide necessary services, or show the leased premises to prospective buyers, lenders, tenants, or employees. LESSOR may display signs advertising the availability of the leased premises for sale or lease, provided same does not interfere with the operations of the LESSEE or the public's visibility of the leased premises and adjacent roads and rights of ways.

#### **XVII. RETURN OF PROPERTY**

After the expiration of this lease, or its termination for other causes, LESSEE is obligated to immediately surrender possession in a broom-like clean condition, excluding normal wear and tear.

#### **XVIII. LAW GOVERNING**

This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. The parties agree that the venue for any litigation relating directly or indirectly to this agreement must be brought before and determined by the 32nd Judicial District Court in and for the Parish of Terrebonne, State of Louisiana.

The parties herein agree that this Lease Agreement shall not be recorded with the Clerk of Court of the Parish of Terrebonne, State of Louisiana but a Memorandum thereof shall be recorded.

**XIX.  
TITLES AND CAPTIONS**

All section titles or captions contained in this Lease Agreement are for convenience only and shall not be deemed part of the context nor effect the interpretation of this agreement.

**XX.  
ENTIRE AGREEMENT**

This Lease Agreement sets forth the entire understanding and agreement of the parties and related persons with regard to the subject matter hereof and supersedes all prior and contemporaneous agreements, arrangements and understandings related thereto. This Lease Agreement may be amended or superseded only by a written instrument which specifically states that it amends or supersedes this agreement, signed and delivered by a duly authorized officer of each entity to be bound thereby.

**XXI.  
AGREEMENT BINDING**

This Lease Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**XXII.  
ATTORNEY FEES**

If any suit, action or proceeding is commenced to enforce or interpret this Agreement, the prevailing party, as declared by judgment of a court of competent jurisdiction, shall be entitled to recover its reasonable attorney's fees and costs from the losing party, including those incurred in the proceeding, at trial, and on appeal.

**XXIII.  
NOTARY**

The description of the property is as furnished by the parties hereto. I, Notary, do not assume any responsibility for the accuracy of the description of the property, any surveys which may have been made of the property, or for any variations in the description of the property which may be revealed by a survey of the property such, as, but not limited to, area, measurements, boundaries, or encroachments.

Notary has not been requested to render a title opinion and none has been rendered. Notary is hereby relieved from and assumes no responsibility for the title to the real estate transfer herein.

**XXIV.  
NOTICES**

All notices provided for in this lease shall be effective upon depositing in the United States Mail a certified letter, if intended for LESSOR addressed to:

MARFO, INC.  
7938 Main Street  
Houma, Louisiana 70360

And if intended for LESSEE addressed to:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
8026 Main Street  
Houma, Louisiana 70360

ATTN: Parish President

Or such other addresses as either of the parties may hereinafter designate in writing.

**XXV.  
SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the same shall be reduced in scope and coverage to the extent necessary to render the same valid, and, if that is not possible, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

**XXVI.  
INGRESS OR EGRESS**

As additional consideration herein, and for which this Lease would not be executed, LESSEE hereby declares and affirms that the ingress and egress at Main Street and the connecting right of way adjacent to the Terrebonne Parish Government Tower, as further depicted in Exhibit B, is and shall be, perpetually, an area of common use, available for use by the public. LESSEE further grants unto LESSOR, the perpetual rights of ingress and egress to and from the leased premises on the entrance or exit from Main Street to and onto the leased premises as utilized at the execution of this Lease Agreement.

**XXVII.  
PUBLIC PARKING**

As additional consideration herein, and for which this lease would not be executed, and due to the fact that LESSOR is relinquishing a portion of its property to LESSEE, in the event and solely in the event that the LESSOR elects to construct improvements to the remaining portion of its property and this Lease is still in effect, then and in that event, LESSEE agrees that LESSOR may utilize the number of parking spaces in the leased premises to comply with any required minimum parking spaces related to permits required for the construction of improvements on the remaining property of LESSOR as identified as #1 on said plat attached hereto at Exhibit B and made a part hereof.

**XXVIII.  
RIGHT OF FIRST REFUSAL**

In the event LESSOR receives a bona fide offer for the sale of all or a portion of its interest in the leased premises, or alternative increased premises, and LESSOR desires to accept such offer, LESSOR shall give written notice of such offer to the LESSEE in the manner and at the addresses set forth hereinabove. The notice must set forth the name of the proposed transferee, a description of all or a portion of the property to be transferred, the price or other consideration to be paid for the property, and all of the terms and conditions of the proposed transfer.

On receipt of the notice with respect to such offer to buy, the LESSEE shall have the exclusive right and option, exercisable at any time during a period of forty-five (45) days from the date of receipt of said notice, to exercise the option to purchase the interest of LESSOR on the same terms and conditions as set forth in the notice. If the LESSEE decides to exercise the option to purchase, it shall give written notification of such effect to the LESSOR, and said transfer shall be completed within thirty (30) days thereof at the expense of the LESSEE.

The right of first refusal granted to LESSEE herein for the term of this lease is with the intent of the parties hereto to override any of the restrictions on term as provided by the laws of the State of Louisiana. Should this term be held to be unlawful or unenforceable, it shall be deemed to be automatically reformed to the maximum term allowed by law in which Lessor may opt out and continue or not continue the lease to TPCG.

**XXIX.**  
**TERMINATION FOR NONAPPROPRIATION OF FUNDS**

Notwithstanding any provisions herein, in the event sufficient funds for the performance of this lease are not appropriated by LESSEE in any fiscal year covered by this lease, this lease may be terminated by the LESSEE giving notice to the LESSOR of such facts and the LESSEE'S intention to terminate its financial obligation no later than December 1 of each year. Failure to perform this duty before the deadline of that year will result in renewal of the lease for an additional term as provided herein.

IN FAITH WHEREOF, the LESSOR, witnesses and I, said Notary, have signed these presents, on the \_\_\_\_ day of \_\_\_\_\_ 2018, in my office, in the City of Houma, Parish of Terrebonne, State of Louisiana, after a due reading of the whole.

WITNESSES:

MARFO, INC.  
LESSOR

\_\_\_\_\_  
DARLENE COFFMAN

BY: \_\_\_\_\_  
MARTIN FOLSE, PRESIDENT

\_\_\_\_\_  
CHRISTINE BOUDREAUX

\_\_\_\_\_  
EDDIE N. PULLARO #47429  
NOTARY PUBLIC

IN FAITH WHEREOF, the LESSEE, witnesses and I, said Notary, have signed these presents, on the \_\_\_\_ day of \_\_\_\_\_ 2018, in the City of Houma, Parish of Terrebonne, State of Louisiana, after a due reading of the whole.

TERREBONNE PARISH CONSOLIDATED  
GOVERNMENT  
LESSEE

BY: \_\_\_\_\_  
GORDON E. DOVE, PARISH PRESIDENT

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT "A"

**Parking Spaces as depicted on the attached Map as Exhibit B and identified thereon as #3 located on the following described property, to-wit:**

1. A certain lot of ground situated in the City of Houma, measuring sixty-four (64') feet front on Main Street, by depth of one hundred seventy-six (176') feet on its Eastern line; the Western line of said lot starting at Main Street, running South one hundred thirty-seven (137') feet at which point the line of said lot extends East thirty-two (32') feet, thence running South again a distance of fourteen (14') feet at which point the said line again extends East twenty-four (24') feet, at which point it meets the Eastern line of said lot; being the greater portion of Lot No. Two (2) in Block Twenty-two (22) on Plan of the City of Houma on file in the Clerk's Office; bounded in front or North by Main Street, below or on the East by property of Lee Marcel (now Terrebonne Bank & Trust Company), above or on the West by property of Santa Scurto LeBlanc, and others, and in the rear or South by property of Santa Scurto LeBlanc; together with all buildings and improvements thereon and all rights, ways, privileges, prescriptions and servitudes thereto belonging and appertaining."
2. A certain lot of ground situated in the City of Houma, Parish of Terrebonne, Louisiana, measuring a front of approximately sixty-four and one-half (64 ½') feet on the south side of Main Street by a depth of one hundred fifteen (115')+ feet on the east side of Barrow Street; said lot of ground being situated in Block No. Twenty-two (22) on a plan of the City of Houma on file in the Office of the Clerk of Court of Terrebonne Parish, Louisiana; said lot being bounded on the north by Main Street, on the south by property of Josephine Scurto, formerly, now Mrs. Santa Scurto LeBlanc, on the east by property of Joe Grasso et al., now or formerly, and on the west by Barrow Street; together with the buildings and improvements thereon and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining."

Reference is made to the plat of survey entitled "Map Showing Survey of a certain tract of land located in Lots 1 and 2 of Block 22 in the City of Houma, Louisiana, belonging to Sam Scurto, Mrs. Santa Scurto LeBlanc and Mrs. Charles Scurto", dated May 3, 1955, and filed in Suite No. 31,911 entitled "Mrs. Antonia M. Scurto vs. Mrs. Santa Scurto LeBlanc et al., of the 17<sup>th</sup> Judicial District Court, Parish of Terrebonne.

**EXHIBIT "B"**

**PLAT of LEASED PREMISES**

**RESOLUTION**

BE IT RESOLVED by the Board of Directors of MARFO, INC. that its President, be and he is hereby authorized, empowered and directed, for and on behalf of said corporation, to effect the following transactions:

Lease Agreement by and between this corporation and the Terrebonne Parish Consolidated Government for the terms and conditions set forth in said agreement

said act to contain such other terms, conditions and stipulations as said officer might deem wise and expedient in his sole and un-controlled discretion.

BE IT FURTHER RESOLVED that the said President is hereby authorized to appear before any Notary Public for the purpose of executing said act, or other instruments, papers or documents which might be necessary or proper under the circumstances, we hereby approving, ratifying and confirming and all acts which the said officer may do or perform by virtue of this mandate.

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I, Secretary of MARFO, INC., a corporation organized and chartered under and by virtue of this laws of the State of Louisiana, with its legal domicile in the Parish of Terrebonne, Louisiana, do hereby certify that the foregoing is a true and correct copy of this resolution unanimously adopted by the Board of Directors of said corporation at a meeting held on January 7, 2018, at which meeting a quorum was present and voting.

\_\_\_\_\_  
Secretary

**RESOLUTION AND ORDINANCE SUPPLIED BY TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT**