



Kiewit

February 27, 2019

Cameron Parish School Board
510 Marshall St.
Cameron, LA 70631
Attn: Charley Lemons, Superintendent

RE: Cameron Parish School Board Office Space Bid # 2019-09-01

Dear Mr. Lemons,

Kiewit Louisiana Co. is pleased to submit our bid for the lease of office space at your facility located at 510 Marshall St., Cameron, LA. Our bid is for the amount of **\$17,500.00 per month for a period of 12 months**, other pertinent details are included in our attached unexecuted Lease Agreement.

Upon approval of this bid, please print and execute two (2) original Office Leases and mail to Ryan Bean at **11750 Katy Fwy Suite 1400 Houston, TX 77079**. Or you may scan and email a signed copy to ryan.bean@kiewit.com. We will then sign and return a copy to you for your files. You may also contact me via phone at 817-239-9156 if you have any questions.

We appreciate the opportunity to lease this office space and look forward to working with you on this important project.

Sincerely,

Ryan T. Bean

Project Manager – Site Services
Calcasieu Pass LNG

Enclosures: Unexecuted Office Lease

Cc: Joe Miller – Calcasieu Pass LNG Project Director, Anna Murphy – Cameron Parish School Board

OFFICE LEASE

THIS LEASE is made and entered into this ____ day of _____ 2019, by and between **Cameron Parish School Board** (hereinafter called "Owner") and **Kiewit Louisiana Co.**, a Delaware corporation (hereinafter called "Tenant"). Owner and Tenant are hereinafter sometimes referred to collectively as "Parties" and individually as "Party."

WITNESSETH:

In consideration of the covenants and agreements of the respective Parties herein contained, the Parties hereto do agree as follows:

1. DEMISED PREMISES: Owner by these presents does hereby demise and let unto the Tenant, and the Tenant leases and rents from the Owner the third floor of the building consisting of approximately 7,744 square feet located at 510 Marshall Street, Cameron, LA. Said office space is commonly designated as the Cameron Parish School Board Building. The real property and improvements are hereinafter referred to as the "Premises" and are more specifically illustrated in Exhibit A, attached hereto and made a part hereof.

2. TERMS AND CONDITIONS OF LEASE: This lease is made on the following terms and conditions which are expressly agreed to by Owner and Tenant:

- a) TERM. The term of the Lease shall commence on **March 1, 2019** and end on **February 29, 2020** (the "Initial Term"). Tenant may, in its sole discretion, extend the term of this Lease for two (2) one (1) year periods by providing Owner with written notice ninety (90) days prior to expiration of the Initial Term (the "Extended Term") or first Extended Term. Tenant may terminate this Lease during the Extended Term by providing Owner with 180 days prior written notice.
- b) RENT. Tenant agrees to pay the Owner a fixed monthly gross rent of **\$17,500.00** for the Initial Term, payable in advance on the first day of each month beginning on **March 1, 2019**. Rent shall increase by three (3%) percent for each Extended Term. The address for rent payments and for any notices from the Tenant to the Owner is as follows:

**Cameron Parish School Board
510 Marshall Street
Cameron, LA 70631
c/o Charley Lemons or Anna Murphy**
- c) HOLDOVER. Tenant and Owner agree Tenant may enter a "Holdover" period at the end of a lease period (commonly called "month to month") to retain possession and use of the Premises at a rate of 125% of the latest rental rate.
- d) AUTHORIZED USE. Tenant shall use the Premises for general office and warehouse purposes and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Owner, such

consent to not be unreasonably withheld or delayed. Such use shall be permitted 7 days a week, 24 hours a day.

- e) PARKING. Tenant shall have the use of 37 parking spaces at the building.
- f) FURNITURE. Tenant shall have use of all existing furniture in the Premises including desks, chairs, tables, appliances, etc. Tenant may elect to re-move some furnishings to optimize the space and will work with Owner's maintenance staff to store said furniture in storage rooms or other Owner buildings.
- g) RULES: See Exhibit B for additional provisions.
- h) ALTERNATIONS OR IMPROVEMENTS BY TENANT. During the term of this Lease, Tenant shall make no alterations, additions or improvements to the Premises or any part thereof without obtaining the prior written consent of landlord which may not be arbitrarily or unreasonably withheld. Any and all such improvements except for articles of personal property, business or trade fixtures, cabinetwork, furniture, IT equipment, and movable partitions owned by Tenant shall, at the expiration or earlier termination of this Lease, become the Property of Landlord and shall remain upon and be surrendered with the Premises.
- i) COMPLIANCE OF LAWS. Tenant agrees to comply with all laws, ordinances, orders, rules and regulations known to Tenant now or hereafter in force affecting the Premises or use thereof, and not to conduct in or permit the use of the Premises or any part thereof for any illegal purposes.
- j) OWNER'S INSURANCE. Owner, at its sole expense, shall comply with all insurance regulations and shall, maintain in force, insurance coverage for the Premises that includes fire, lightening, flood, explosion, and extended coverage. Nothing shall be done or kept in or on the Premises by Tenant which will increase the risk or cause an increase in the premium for any such insurance over the rate usually obtained for the proper use of the Premises permitted by this Lease or which will cause cancellation of such insurance.
- k) MAINTENANCE AND REPAIRS BY OWNER AND TENANT. Tenant will, at Tenant's sole cost and expense throughout the term of this Lease and so long as it remains in possession of the Premises, keep and maintain in good condition and repair all interior portions of the Premises. Notwithstanding the forgoing, Tenant is not responsible for repairs due to or arising from any structural defects, obsolescence, or repairs of an extraordinary character that are reasonably beyond the control of the Tenant. In addition, it is understood and agreed by the parties hereto that Tenant shall not be responsible for repairs or preventive maintenance to the roof, the foundation, the parking lot (including drainage), the mechanical or electrical systems and the exterior of the building or walkways or lands surrounding the same.

At the expiration or sooner termination of this Lease, Tenant agrees to return the Premises in good condition, with reasonable wear and tear.

- l) RIGHT OF ENTRY BY OWNER. Owner shall be permitted, during the term of this Lease, to inspect the Premises during reasonable business hours for the purpose of ascertaining the condition of the Premises and in order to make such repairs as may be required under the terms of this Lease.
- m) UTILITIES. Throughout the term of this Lease, Owner will continuously supply and pay for all utilities including electricity, gas, water, sewer, trash service, exterior lighting, and grounds and pavement maintenance.
- n) ASSIGNMENT AND SUBLETTING. Tenant shall have the right, without Landlord's approval, to sublet or assign the Premises or any portion thereof to any successor of Tenant resulting from a merger or consolidation of Tenant and to any entity under the common control of Tenant, or of Tenant's JV partners. Furthermore, Tenant shall have the right to sublet or assign part of or all of the Premises with Landlord's prior written consent, which consent shall not be unreasonably withheld. In any event, the Tenant shall remain responsible for the full performance of all terms and conditions of this Lease.
- o) DAMAGE OR DESTRUCTION. If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty covered by a standard fire insurance policy with an extended coverage endorsement, the Owner shall promptly repair such damage and restore the Premises to the condition the same was found prior to such fire and casualty, without expense to the Tenant, subject to delays occasioned by the adjustment of insurance claims and other causes beyond Owner's control, provided, however, that if the Premises cannot be substantially restored to the reasonable satisfaction of Tenant within a period of sixty (60) days from the date of such casualty, then, in that event, the Tenant, at its option, shall have the right to cancel and terminate this Lease by giving the Owner written notice within twenty (20) days after such occurrence. If the Lease is not terminated, Owner agrees to promptly restore and repair the Premises and the rent shall be abated, wholly or proportionately as the case may be, until the damages shall be repaired, and Premises restored.
- p) INSURANCE AND INDEMNIFICATION. Tenant agrees to indemnify and hold harmless Owner for any and all claims of any kind or nature arising from Tenant's use of or actions upon the Premises during the term hereof, except those arising from Landlord's negligence or misconduct. Landlord agrees to indemnify Tenant for any latent defect in the Premises causing injury to the Tenant or to third parties. At all times during the term hereof, Tenant shall maintain public liability and personal property damage insurance for the protection of the Owner against claims for injury to or death of any person or persons, or damage to any property arising out of or in connection with the use, misuse, disuse and/or condition of the Premises by the Tenant. Liability limits under such insurance shall be for not less than One Million Dollars (\$1,000,000.00) for injury to any person or persons and for not less than Five Hundred Thousand Dollars (\$500,000.00) for injury to property. Landlord

shall be named additional insured.

The insurance shall contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in coverage, scope or amount of any such policy; and contain the standard form of waiver of subrogation.

- q) DEFAULT. If Tenant fails to pay any rent or other money required herein within ten (10) days after same is due or if Tenant violates or fails to perform any other provision hereof and such violation or failure (with the exception of rent or other money as hereinbefore provided) is not cured within thirty (30) days after written notice to Tenant thereof by Owner, then Owner may immediately or at any time thereafter, while any such condition continues, at Owner's option, without further notice, either terminate this Lease, or as agent of Tenant, relet or otherwise dispose of the Premises or any part thereof to others in such manner and on such terms as Owner deems best. Notwithstanding anything else to the contrary herein, in respect to the defaults that cannot reasonably be cured within thirty (30) days, it shall be sufficient that a bona fide effort toward curing such default is commenced during such period and thereafter diligently prosecuted to completion.

In case Landlord shall default in the performance of any material covenant or agreement herein contained where such default affects Tenant's ability to reasonably and conveniently use the Premises and such default shall continue for fifteen (15) days, unless Landlord is acting with due diligence to cure said default and, in the event that the default continues for a period of thirty (30) days after receipt of notice by Landlord and Landlord has not made diligent efforts to cure, Tenant, at its option, may declare the term ended, vacate the Premises and be relieved from all further obligations hereunder.

- r) NOTICE. All notices to be given hereunder by either Party shall be in writing, and if notice is to Owner, it shall be sufficiently served by being mailed, postage prepaid, to Owner at the address where rent is payable, or if notice is to Tenant, it shall be sufficiently served by being mailed, postage prepaid, to Tenant at the following address: **Kiewit Louisiana Co., 1000 Kiewit Plaza, Omaha, NE 68131, Attn: Real Estate Dept.** Either party hereto may from time to time, by written notice to the other, designate a different address to which such notices shall be sent.
- s) TAXES. All real estate taxes, both general and special, payable with respect to the Premises, including taxes on any improvements thereon, shall be the sole expense of Owner. To the extent that the real property taxes increase on the Premises and related building and grounds, as a result of Tenant's use, Tenant shall reimburse Landlord for the amount of such increase applicable during the Term. Taxes on personal property owned by Tenant shall be paid by Tenant.
- t) FIXTURES. All personal property, business or trade fixtures, furniture, equipment and movable partitions owned and installed in said Premises by Tenant shall at all times be and remain the sole and exclusive property of Tenant, and at its option, the same or any portion thereof, may be removed by the

Tenant at the expiration or sooner termination of this Lease.

- u) QUIET ENJOYMENT. Owner covenants that Tenant on paying the rent and performing Tenant's obligations under this Lease shall peacefully and quietly have, hold, and enjoy the Premises throughout the term of this Lease without hindrance by Owner or anyone claiming by, through, or under Owner.

IN WITNESS WHEREOF, the parties set their hand by their duly authorized representative.

OWNER

Cameron Parish School Board

By: _____

Title: _____

Date: _____

Taxpayer ID: _____

TENANT

Kiewit Louisiana Co.

By: _____

Title: _____

Date: _____

Exhibit A
Description of the Premises

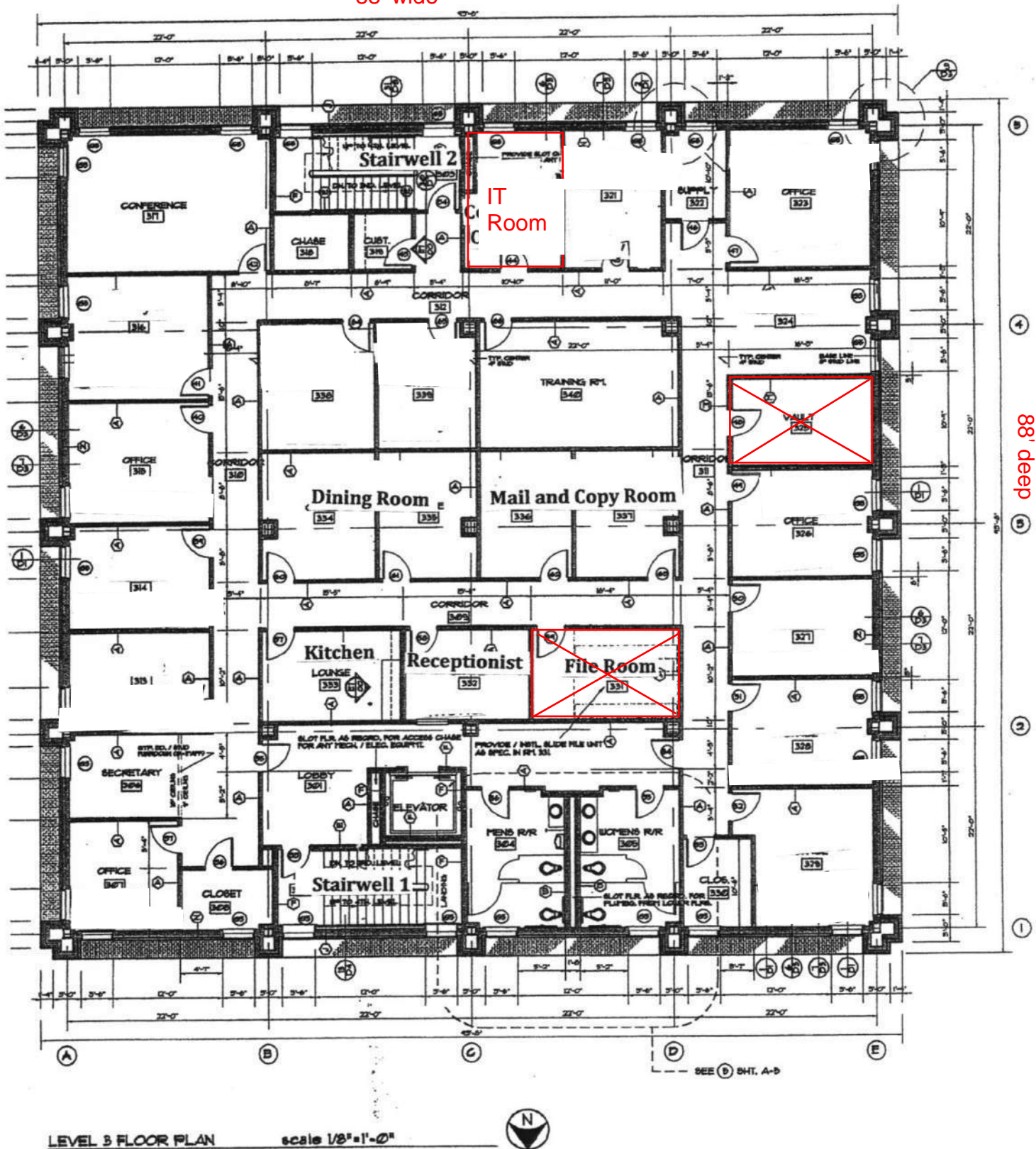
The "Premises" shall include the entire 3rd floor, and 2nd floor Board Room of the office building at 510 Marshal St, Cameron, LA, 70631, as shown in the markup below and subject to rules in Exhibit B and elsewhere in this agreement.

The "Premises" shall include all common areas, parking, stairwells, lobby, elevator, etc., of the building.

(See attached separate sheets)



88' wide



88' deep

LEVEL 3 FLOOR PLAN

scale 1/8"=1'-0"

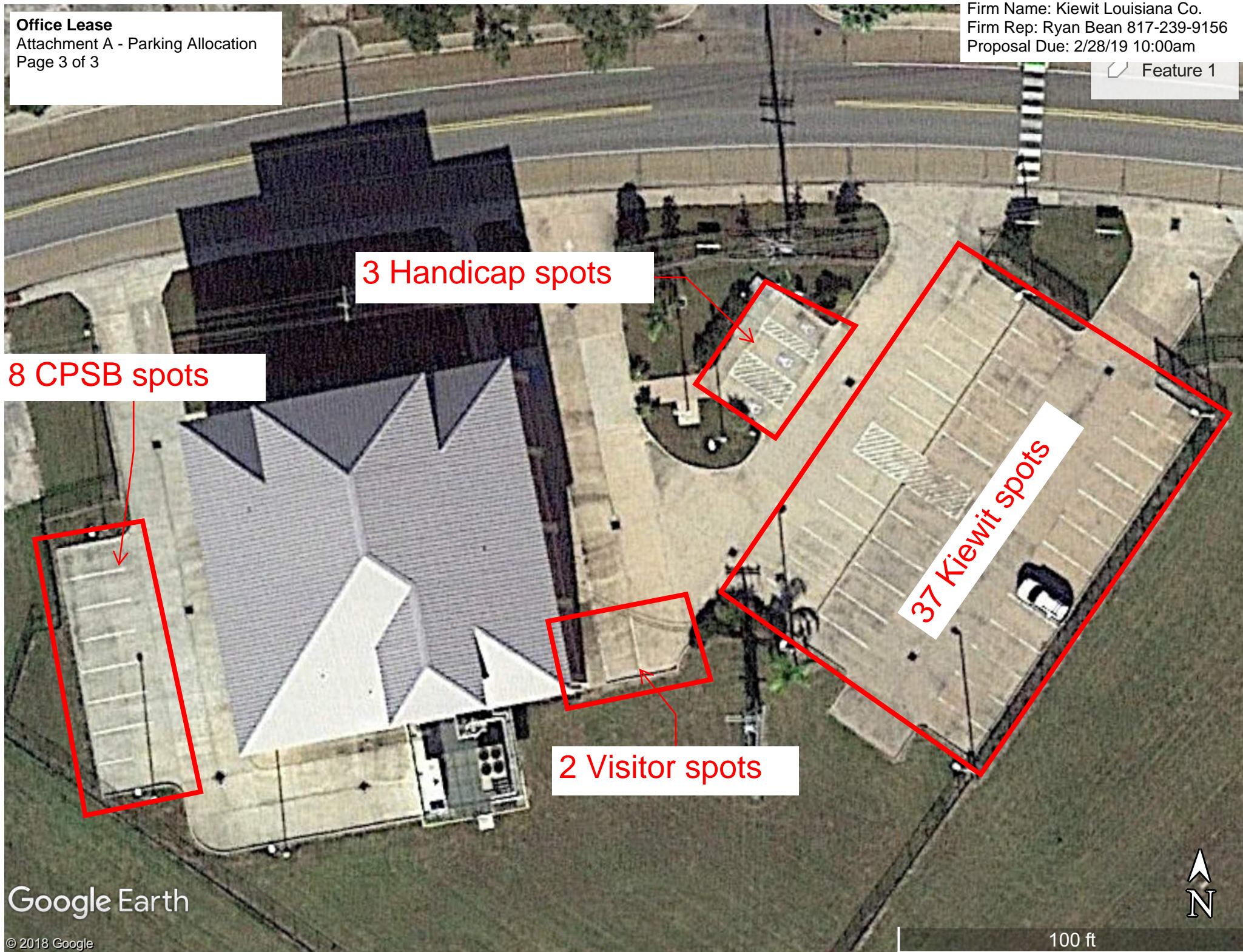


Exhibit B
Rules

- Tenant shall be granted nonexclusive use of the 2nd floor board room, approximately 1,485 square feet. Restrictions include:
 - Tenant will remove all of its materials prior to Owner's monthly school board meetings,
 - Tenant will schedule use of the room with Owner,
 - Owner shall keep other areas of the 2nd floor restricted from Tenant to minimize potential disturbance.
- Two existing 3rd floor file rooms shall be used by Owner within the Premises as shown in Exhibit A.
- The computer server room will be nonexclusive and used by both Owner and Tenant.
 - Tenant may install additional equipment to segregate computer systems and ensure its data bandwidth and security needs are met. This may include upgrading incoming service to building. Tenant shall obtain approval from Owner prior to any changes.