

EMERGENCY ACCESS AGREEMENT

THIS EMERGENCY ACCESS AGREEMENT (the “Agreement”) is made and entered into as of the ___ day of _____, 20___, by and between NEW ORLEANS I HOLDINGS, LLC, a Delaware limited liability company (“Landlord”), and _____ [INSERT NAME OF TENANT], a [INSERT TYPE OF ENTITY] (“Tenant”).

WHEREAS, Landlord and Tenant are parties to a lease agreement dated _____ (the “Lease”), pursuant to which Tenant has leased certain space (the “Leased Premises”) from Landlord in an office building located at 1100 Poydras Street, New Orleans, Louisiana 70163 (the “Building”);

WHEREAS, as a result of circumstances created by a specific emergency event, normal access to and use of the Building and the Leased Premises are unavailable, as the Building and the Leased Premises are without electricity, fire/life/safety equipment, elevators, escalators and similar devices, running water, sanitary facilities or security;

WHEREAS, Tenant desires to have access to the Building and the Leased Premises for the limited purpose of inspecting the Leased Premises and retrieving information, including computer data and documents, necessary to the conduct of Tenant’s business (the “Information”); and

WHEREAS, Landlord is willing to allow Tenant access to the Building and the Leased Premises for the purposes set forth in the Agreement, but only on the terms and conditions set forth in this Agreement, which Tenant acknowledges constitutes adequate and sufficient consideration to support this Agreement.

NOW, THEREFORE, in consideration of the preliminary statements and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Acknowledgement by Tenant. Tenant acknowledges that, due to the damage and defects, whether known or unknown, caused by the emergency event, the Building and the Leased Premises may not be suitable for the conduct of the business normally conducted on the Leased Premises by Tenant, which condition may change on a day-to-day basis, and that use of the Leased Premises under the present circumstances is dangerous and uncertain. Notwithstanding the foregoing, Tenant wishes to have access to the Building and the Leased Premises for the limited purposes set forth herein. Therefore, **by entering into this Agreement, Tenant expressly assumes all risk associated with the access granted to it hereunder. Further, to the extent not specifically precluded by Louisiana law, Tenant hereby waives all warranties against defects in the Building and the Leased Premises.**

TENANT INITIALS: _____

2. Grant of Access. Landlord hereby grants Tenant, and Tenant's duly authorized agents and employees, the right to enter the Building and the Leased Premises, as and when otherwise permitted by the local Police Department, National Guard or other responsible authority.

3. Scope and Purpose of Access. Tenant acknowledges and agrees that the access granted to Tenant hereunder is for the sole purpose of permitting Tenant, through its duly authorized agents and employees, to inspect the Leased Premises and retrieve the Information contained in the Leased Premises necessary to the conduct of Tenant's business.

4. Indemnification by Tenant. Tenant shall indemnify, defend and hold Landlord, its successors and assigns, harmless from, against and with respect to any claim, liability, obligation, loss, damage, assessment, judgment, cost or expense of any kind of character, including attorney's fees, arising out of or in any manner incident, relating or attributable to the access granted to Tenant and its agents and employees by this Agreement.

5. Tenant's Further Acknowledgement. Tenant expressly acknowledges and agrees that its assumption of risk hereunder and its obligation to indemnify Landlord hereunder will be plead and asserted by Landlord as a complete defense in any litigation, dispute or chose in action arising hereunder without objection by Tenant.

6. Authority to Enter Into Agreement. Tenant has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and binding obligation of Tenant, enforceable in accordance with its terms and conditions.

7. Term. This Agreement shall continue in effect until (a) the Lease terminates by its terms or (b) the parties agree in writing to terminate this Agreement.

8. Effect on Lease. Except as modified by this Agreement, all terms and conditions of the Lease are hereby ratified and acknowledged to be unchanged and shall remain in full force and effect. If there is any conflict between the terms and conditions of this Agreement and the Lease, this Agreement shall govern and control.

[Signature page follows.]

TENANT INITIALS: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LANDLORD:

NEW ORLEANS I HOLDINGS, LLC

By: _____

Name: _____

Title: _____

TENANT:

[INSERT NAME OF TENANT]

By: _____

Name: _____

Title: _____

TENANT INITIALS: _____