

Jones Lang LaSalle

CONSTRUCTION LETTER AGREEMENT

Americas, Inc. as Agent for East Skelly LLC, a Delaware limited liability company

TI-22052

1515 Poydras Street, Suite 105
New Orleans, LA 70112

The above number must appear on all invoices, bills of lading, and acknowledgments relating to this Construction letter agreement.

To:
C.G. Favret Co. Inc.
4524 Shores Dr. Suite 25
Metairie, Louisiana 70006

Vendor #
DATE 08/18/22

GENERAL DESCRIPTION OF WORK: Roedel Parsons Bianche Fontana Plontek & Paisano a Louisiana Law Corporation
1555 Poydras Suite 1700
Per Mathes Brierre Construction Documents Project #12091 dated July 29, 2022

CONTRACT PERIOD: Commencement Date 8/19/2022 Substantial Completion Date 12/17/2022

CONTRACT PRICE: \$ 231,906.00

Reference is made to that certain Jones Lang LaSalle Americas MASTER SERVICE CONTRACTOR AGREEMENT ("Master Contract") entered into by and between C.G. Favret Company Inc. ("Contractor") and Jones Lang LaSalle Americas, Inc. ("Agent") as Agent for East Skelly LLC, a Delaware limited liability company ("Owner"). The Master Contract is incorporated by reference herein. Pursuant to the terms and provisions of the Master Contract and in accordance with the below described specific Contractor and Agent, hereby agree that Contractor shall perform the following described Work for Agent on behalf of Owner.

- 1. Scope of Work to be Provided
See Exhibit A which is attached hereto and incorporated by reference into this Agreement and the Master Service Contractor Agreement
- 2. Compensation Schedule:
See Exhibit B which is attached hereto and incorporated by reference into this Agreement and the Master Service Contractor Agreement
- 3. Commencement and Completion of Work
See Exhibit C which is attached hereto and incorporated by reference into this Agreement and the Master Service Contractor Agreement

If the above and foregoing meets with your approval kindly execute in 3 copies of this Letter Agreement and return both copies for final signature to our office. Letter Agreement Number: **TI-22052**

AGREED AND ACCEPTED:
Signed: Steven H. Hart
Printed/Typed Name: Steven H. Hart
It's/Title: President
Date: 8/22/2022

OWNER:
Jones Lang LaSalle Americas, Inc., as Agent for
East Skelly LLC, a Delaware limited liability company
Signed: Tina Sandrock
Printed/Typed Name: Tina Sandrock
It's/Title: Vice President - General Manager
Date: _____

EXHIBIT A SCOPE OF WORK

Roedel Parsons Blanche Fontana Piontek & Paisano a Louisiana Law Corporation

Construction Letter Agreement

TI-22052

BUILDING CONSTRUCTION

Roedel Parsons Blanche Fontana Piontek & Paisano a Louisiana Law Corporation
1555 Poydras Suite 1700
New Orleans, LA 70112

The contractor shall furnish all labor, material and equipment to perform the following Scope of Work for the above referenced project, as per drawings and specifications and site inspection of existing conditions.

Schedule of Values

Demolition	\$3,700.50
Drywall construction	\$25,270.90
Rough Carpentry	\$1,458.20
Millwork	\$7,862.40
Doors & Frames & Hardware	\$14,584.70
Acoustical Ceiling	\$3,620.00
Glass/Glazing	\$0.00
Painting	\$35,727.55
Floor Covering	\$29,190.67
Plumbing	\$10,810.80
Electrical	\$23,214.24
Fire Alarm	\$8,861.33
Sprinkler	\$6,353.42
HVAC	\$6,611.48
Specialties blinds & Shades	\$12,662.50
Permit fee only	\$1,698.07
Subtotal	\$191,626.76
Overhead & Profit	\$12,884.60
General Condition	\$14,788.64
Total Base Contract	\$219,300.00
Alternate #1 Conference room Outlet 1702	\$3,341.00
Alternate #2 TV Blocking power & cable	\$3,592.00
Alternate #3 sconces in reception area (\$375 allowance per 4)	\$2,221.00
Alternate #4 Insulation above wall selected	\$676.00
Alternate #6 additional power/data in select rooms (5)	\$2,776.00
Total Contract	\$231,906.00

Attached to and forming part of Master Service Contractor Agreement dated as of April 1, 2019 by and between Jones Lang LaSalle America's, Inc. as Owner's Agent and C.G. Favret Company, Inc. as Contractor.

Initialed for identification for Contractor:

Initialed for identification for Owner:

By

SHB

By

TS

EXHIBIT B

COMPENSATION SCHEDULE AND AMOUNT-STIPULATED AMOUNT

This Exhibit is to be used only with the latest edition of Jones Lang LaSalle Americas, Inc. Master Conventional Construction Contract where the Contract sum is a stipulated amount.

SECTION 1 - CONTRACT SUM

For performance of the Work, Owner shall pay Contractor the Contract Sum of:

\$ 231,906.00 \$ -

subject to additions and deductions for Change Orders approved by Owner in writing.

Such Contract Sum is intended to include the entire cost of the Work, including but not limited to all sales, consumer use or similar taxes, payroll taxes, unemployment taxes and similar contributions, all other taxes and contributions required to be paid by all Legal Requirements relating to or affecting the Work, and any overhead or profit to Contractor for performance of the Work.

If Owner shall so request, not later than ten (10) days after execution and delivery of this Contract, Contractor shall submit to Owner a construction cost breakdown in the form furnished by Owner to Contractor for the various portions of the Work. Such breakdown shall aggregate the Contract Sum, shall be supported by such data to substantiate its corrections as Owner may require, and, to the extent required by Owner, shall show quantities. Each item in the construction cost breakdown shall include its proportionate share of Contractor's overhead and profit.

If a Change Order is to be issued adjusting the Contract Sum as the result of a change in the Work, the amount of the adjustment to be made to the Contract Sum shall be determined as follows. Owner and Contractor shall agree upon the amount by which the Contract Sum is to be increased or decreased, as the case may be, to reflect the amount by which the cost to the Contractor of performing the Work has been increased or decreased as a result of such change in the Work or shall agree upon the method by which such increase or decrease is to be determined.

SECTION 2 - PROGRESS PAYMENTS

Periodically, but not more frequently than three (3) payments per month during any calendar month, Contractor shall submit to Owner an application for payment in an amount not to exceed that percentage of the Contract Sum which the percentage of Work completed at the end of the period covered by such application is of all the Work, after deducting the total amount included in all prior applications for payment. In addition, in connection with each application for payment, Contractor shall deliver to Owner and shall cause each Subcontractor and Materialman to deliver Subcontractor's or materialman's affidavit and waiver and release of lien and privilege and in the form furnished by Owner to Contractor and completed to the extent of the amount for which Contractor or the subcontractor or materialman signing such waiver and privilege and releasing has heretofore been paid. This initial affidavit and waiver and release of lien and privilege shall be conditioned with the only condition being the appropriate transfer of funds and shall include retainage. With the

subsequent payment, Contractor shall also deliver an unconditional affidavit and waiver and release of lien and privilege covering all previous payments, excluding retainage.

Owner may withhold any payments requested by Contractor, in whole or in part, to such extent as may be necessary, in its opinion, to protect it from any loss, liability, or expense, including but not limited to those arising from the following causes:

1. Defective or non-conforming Work not remedied;
2. Claims or liens filed or reasonable evidence indicating the probable filing of claims of liens and privileges;
3. Failure of Contractor to make payments properly to Subcontractors or for materials or labor;
4. A reasonable doubt that the Work can be completed for the balance of the Contract Sum the unpaid or by the Scheduled Completion Date;
5. Damage to another contractor;
6. Failure of contractor or any Subcontractor or materialman to deliver to Owner a Contractor's or subcontractor's lien and privilege waiver prior to the expiration of the lien and privilege period applicable to the Work for which such waiver should have been issued; and

7. Failure of Contractor to observe or perform any of the terms, covenants, and conditions of this Contract.

Within twenty (20) days after receipt of each such application, Owner shall pay Contractor the amount then due Contractor, less ten (10)% thereof to be retained by Owner until final payment shall be due and owing.

SECTION 3 - FINAL PAYMENT

Final payment, together with all sums retained and still held by Owner pursuant to Section 2 of this Exhibit B, shall not become due and payable until Owner has accepted the Work and Contractor has submitted to Owner its affidavit or such other documents, such as receipts and releases and waivers of lien and privilege as Owner may require, evidencing the fact that all Subcontractors and all other suppliers of labor and material have been paid in full and that all other indebtedness connected with the Work for which Owner might be responsible or its property might in any way be subject to a lien and privilege has been paid or otherwise satisfied.

SECTION 4 - BOOKS AND RECORDS - AUDIT

A. Contractor shall keep careful books and records of all labor, materials, and equipment incorporated in the Work in accordance with generally accepted accounting principles. Owner shall at all times have access to such books and records for the purpose of inspecting and auditing same, and Contractor shall preserve such books and records for a period of at least two (2) years after the date when Work is completed.

B. Contractor shall require each subcontractor furnishing any part of the Work to (i) keep careful books and records of all labor, materials, and equipment incorporated in the Work in accordance with generally accepted accounting principles, (ii) afford Owner access to such books and records for the purpose of inspecting and auditing same, and (iii) preserve such books and records for a period of at least two (2) years after the date when Work is completed.

* * * * *

Attached to and forming part of Master Service Contractor Agreement dated as of April 1, 2019 by and between Jones Lang LaSalle America's, Inc. as Owner's Agent and C.G. Favret Company, Inc. as Contractor

Initialed for identification for Contractor:

Initialed for identification for Owner:

By SH

By TS

EXHIBIT C
COMMENCEMENT AND COMPLETION OF WORK

Rocdel Parsons Blanche Fontana Piontek & Paisano a Louisiana Law Corporation

Construction Letter Agreement

TI-22052

Commencement: 8/19/2022
Completion: 12/17/2022

The Completion date is critical to this work. In order to encourage timely completion of the work, the Owner shall have the right to complete the work with other forces, reducing the retainage and/or the Contract sum by the amount required by these other forces

* * * * *

Attached to and forming part of Master Service Contractor Agreement dated as of April 1, 2019 by and between Jones Lang LaSalle America's, Inc. as Owner's Agent and C.G. Favret Company, Inc. as Contractor.

Initialed for identification for Contractor:

Initialed for identification for Owner:

By SHB

By TS