



COMMUNITY BENEFIT AGREEMENT

BY AND BETWEEN

UNITED STATES OF AMERICA

CAFÉ ISTANBUL

STATE OF LOUISIANA

AND

**THE FAUBOURG MARIGNY
IMPROVEMENT ASSOCIATION**

PARISH OF ORLEANS

Café Istanbul ("Café Istanbul"), a business leasing the space within the New Orleans Healing Center known as Performance Hall and The Faubourg Marigny Improvement Association, Inc. ("FMIA"), a nonprofit corporation organized and existing under the laws of the State of Louisiana, represented herein by Alexandre Vialou, its President, enter into this Community Benefit Agreement ("Agreement"), ^{upon the passage of proper city} effective 2/11/11 (the "Effective Date") regarding the proposed use of the performance hall located at 2322 St. Claude Avenue. ("the Use").

1. Purpose:

FMIA is an officially recognized neighborhood association that represents the sometimes divergent views of its constituents. FMIA and Café Istanbul represent that the neighborhood's support is critical to the ultimate approval and success of the Project, and Café Istanbul is entering this Agreement in exchange for this support. FMIA's support for the Use is contingent on this final enforceable agreement, with penalties for non-performance, being executed by the parties.

It is understood and agreed by both parties that the zoning, HMC-2, implies certain protections which will be respected to ensure the zoning can use its full effect for the betterment of the neighborhood. The protections are outlined in its purpose which is quoted here:

"The purpose of this district (HMC-2) is to permit more intensive commercial uses than the HMC-1 District, yet protect the historic character of the Marigny/Tremé area. The district includes the peripheral properties in Marigny/Tremé which front on major traffic arteries and can provide access for more intense commercial uses."

II. Project:

FMIA agrees to support the Use in exchange for the inclusion of certain protections from the Use, outlined below.

1. Café Istanbul will post signs as on the inside and outside (as allowed by HDLC and National Park Service ("NPS")) of the building, reminding patrons that there's a residential neighborhood to our rear and that they should be respectful when exiting to their cars.
2. Café Istanbul will make special announcements about quietly respecting our neighborhood before and after each event.
3. Café Istanbul will offer a weekly meeting and focus group with neighbors to address any concerns they may have and develop solutions as needed. If both neighbors and Café Istanbul agree that a particular weekly meeting is not necessary, it may be cancelled for that week. Following the initial three months, meetings shall take place on a monthly or quarterly basis, such meetings subject to cancellation by mutual agreement of both parties.
4. Café Istanbul will offer the EMERGENCY cell phone numbers of the owners and managers to the neighbors in case there is an issue that can be resolved immediately instead of the next day or next week and provide updates of any changes.

Chuck Perkins, Co-Owner Café Istanbul, 504-975-0286, Chuckp25@hotmail.com

Suleyman Aydin, Co-Owner Café Istanbul, 504-329-5483, Devrimaydin2@gmail.com

5. Café Istanbul may open the doors for an event one hour (maximum) prior to the actual start time and will close one hour (maximum) after a performance. Alcohol service will end and lights will be "up" at the conclusion of the performance. Nothing in this paragraph shall authorize an extension of the closing hour times set forth in paragraph 7, below.
6. Café Istanbul will post a performance calendar one week in advance on their website, to the best of their ability, subject to change.
7. Café Istanbul may be open seven days a week. All live music shall cease by 2:00 AM Friday, Saturday and one "floater" day Sunday through Thursday, dutifully advertised through the internet and at the venue. All remaining days shall cease all live music by 12:00 AM. Extra personnel, specifically for security, will be provided by Café Istanbul on the "floater" day. Closing time includes the one hour post performance, requiring that a show ending at 2:00 AM to require all guests to leave immediately.
8. Café Istanbul will not allow go cups.
9. Café Istanbul will not have events in the parking lot.
10. Café Istanbul will install cameras that face the parking lot, subject to approval by NPS and HDLC, which will be able to identify noisy patrons. Repeat offenders will be asked not to return.
11. Café Istanbul will abide by the sound ordinance.
12. Café Istanbul will provide personnel that will be on site until after closing and randomly monitor and walk the parking lots for security, noise, etc.
13. Café Istanbul will be allowed to sell alcohol as a concession starting an hour before performances.
14. The performances will include but are not limited to theatre, dance, poetry, comedy, movies, live music, art exhibits, meetings, etc for which live music will make up no more than four day a week. Performances will not include those consisting of solely a D.J. for the purpose of creating a high-energy dance environment.

Community Benefit Agreement With Café Istanbul

15. Café Istanbul will maintain trees, shrubberies of sufficient size and other sound mitigation devices in the parking lot (and other areas, as possible) to help buffer noise that may be caused by guests and/or cars as set forth by the City of New Orleans.
16. Halloween weekend, Jazz Fest weekends, New Year's Eve, the weekend prior to Mardi Gras, Lundi Gras, and Mardi Gras day are specifically allowed to host events until 3:00 AM.
17. Café Istanbul will not be allowed to sell alcohol on days with no performances.

III. Legal Provisions:

1. **Term.** This Agreement shall commence on the date hereof and continue until the parties agree in writing to terminate or amend it.

2. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any prior agreements, whether written or oral. References herein to this Agreement include the attached Exhibit A. This Agreement may not be altered, amended or modified except by an instrument in writing signed by the parties hereto.

3. **Severability Clause.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

4. **No Waiver.** The waiver by any party of any provision or term of this agreement shall not be deemed a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach shall not be deemed as a waiver of any provision or term of this Agreement.

5. **Binding on Successors.** The Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of each of the parties hereto. Any reference in this Agreement to a party shall be deemed to apply to any successor in interest, transferee, assign, present and future partner, subsidiary corporation, affiliate, agent, representative, heir or administrator of such party.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Louisiana without regard to any conflict of law principles.

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7. **Authority of Signatories.** The individuals executing this Agreement represent and warrant that they have the authority to sign on behalf of their respective parties.

8. **Correspondence.** All correspondence or notices shall be in writing and shall be addressed to the affected parties at the addresses set forth below:

Cafe Istanbul: 2372 St Claude Avenue
New Orleans, LA 70117

FMIA: 2461 Burgundy Street, Box 10
New Orleans, LA 70117

9. In the event there is an unresolved disagreement pertaining to the Agreement, both parties agree to arbitration with costs assessed by the Arbitrator.

IV. Default and Remedies.

Failure by Cafe Istanbul to perform any term or provision of this Agreement, after notice and five (5) day right to cure as provided below, shall constitute a default under this Agreement. The following procedures will govern:

1. **Five (5) Day Right to Cure.** If FMIA believes that Cafe Istanbul is in default of this Agreement, FMIA shall provide written notice to Cafe Istanbul of the alleged default, offer to meet and confer in a good faith effort to resolve the issue and provide Cafe Istanbul five (5) days to cure the alleged default commencing with the date of the notice. Any notice given pursuant to this provision shall specify the nature of the alleged default, and, where appropriate, a letter suggesting how the manner in which the alleged default may be satisfactorily cured shall be sent to Cafe Istanbul.

2. **Remedies.** In the event that Cafe Istanbul defaults under the terms of this Agreement and has not made a good faith effort to cure such default(s) within the five (5) day period described above, then FMIA may institute arbitration proceedings. Under the arbitration proceedings, if Cafe Istanbul was found guilty of having defaulted under the terms of this Agreement it will be subject to a minimum monetary fine in the amount of \$500.00 per day it violates the agreement. The fines would be paid to the

Community Benefit Agreement With Café Istanbul

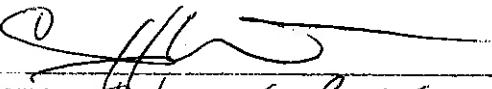
FMIA Quality of Life Neighborhood fund that cannot be used for the FMIA general daily operations. In the event, Café Istanbul feels the claim of default by FMIA is unreasonable or frivolous; Café Istanbul may institute arbitration proceedings.

3. Notwithstanding paragraphs 1 and 2, above, if there are five (5) or more documented violations of paragraphs 5, 7, 11 or 12 of the Purpose section of this Agreement within any 90 day period the requirement for arbitration in paragraphs 1 and 2, above, shall be waived and the FMIA shall be authorized to immediately pursue any remedy available under law or equity including injunction, specific performance, or any other legal or equitable remedy. For purposes of this paragraph, if Café Istanbul is found to be in violation of paragraphs 5, 7, 11 or 12 on five or more occasions within a 90 day period then it shall be responsible for all reasonable legal fees and costs incurred by the FMIA to enforce this Agreement.

4. The parties to this Agreement hereby agree that either party shall have the right to request and revisit the terms of the Agreement within one year of the Effective Date.

Executed by:

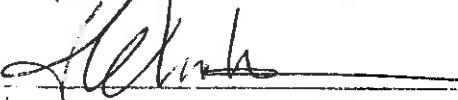
CAFE ISTANBUL:

By: 
Name: CHUCK PERKINS
Title: CO-OWNER

Dated: 11/22/2011

FAUBOURG MARIGNY IMPROVEMENT ASSOCIATION:

ALEXANDRE VIALOU

By: 
Name: _____
Title: F.M.I.A. President

Dated: 11/22/2011

STAMPED COPY *** STAMPED COPY
NO. 01 12-02470
1971 # 504232
TYPE AGREEMENT
DATE 07-01-10
DATE 1/12/2012 10:05:31 AM
FILE NO. 014270
CLERK'S CIVIL DISTRICT COURT

RECEIPT FOR FILING

Dale N. Atkins
Clerk of Court and Ex-Officio Recorder

For the Parish of Orleans, State of Louisiana
1340 Poydras Street, Suite 500
New Orleans, LA, 70112
Telephone: (504) 568-8577

Filed By: MARSHALL GRIES (SECRETARY FOWIA)

Notary Public who Passed Act: _____

NOTARIAL ARCHIVES OF ORLEANS PARISH
NA # 2012-02473 DT 01/12/12
TYPE: AGREE FEE: \$55.00 PG:5

Instrument Filed: _____



Registered in Conveyance Division (504)592-9170

Recorded in the Mortgage Division (504)592-9176

Instrument # _____

Book _____, Folio _____

New Orleans, Louisiana

Date: _____

STAMPED COPY *** STAMPED COPY
NA # 12-02473
INST. Instrument# 204330
TYPE: AGREEMENT
ANT: Book 00, Folio
DATE: 1/12/2012 10:05:51 AM
DALE New Orleans, Louisiana
CLERK: CIVIL DISTRICT COURT

Date: _____

NOTARIAL ARCHIVES DIVISION
1340 PONDREAS ST., SUITE 500
NEW ORLEANS, LA 70112
(504) 568-8577, EXT 0
Deputy: LSERIES
Workstation: NACAS18

ISSUED TO: MARSHALL CRIS

RECEIPT # 1584
DATE 01/12/2012 03:52:42 AM

ITEM # NA # FEE

1) 2012-02473
Agree 55.00

Total Due to Parish 55.00

1) CASH 60.00

Total Amount Paid 60.00

Charge Issued: 5.00

HON. DALE H. ATKINS
CLERK OF COURT AND
EX-OFFICIO RECORDER

CIVIL DISTRICT COURT
CONVEYANCE OFFICE

HON. DALE N. ATKINS
CLERK, CIVIL DISTRICT COURT and EX-OFFICIO RE
C

DATE: 1/12/2012 10:05:51 AM
CASHIER: QGROVES REGISTER #: CONVEY77
CUSTOMER RECEIPT#: 264162

NUM	TYPE	PRICE
504332	AGREEMENT.....	\$75.00
504332	BUILDING FUND FE.....	\$15.00
	TAX.....	\$0.00

GRAND TOTAL: \$90.00

AMT RECEIVED: \$90.00

CHANGE DUE: \$0.00

PAYMENT / TRANSACTION LIST

Cash		\$90.0
0		