

## **FIRST AMENDMENT TO SHOPPING CENTER LEASE**

This **FIRST AMENDMENT TO SHOPPING CENTER LEASE** (this “*First Amendment*”) is entered into effective as of October 20, 2025 (the “*First Amendment Date*”), by and between **Marcel Contraband Pointe, LLC**, a Texas limited liability company (“*Landlord*”), and **The Sculptry, LLC**, a Louisiana limited liability company (“*Tenant*”).

### **WITNESSETH:**

**WHEREAS**, Landlord and Tenant are parties to that certain Shopping Center Lease dated effective February 16, 2024 (the “*Lease*”), pursuant to which Landlord leases to Tenant approximately 3,274 square feet of Gross Leasable Area identified as Suite 125, situated within the shopping center situated at 3093 Contraband Pkwy., Lake Charles, LA 70601, as more particularly described in the Lease (the “*Demised Premises*”) ;

**WHEREAS**, the Lease provides Tenant with a Tenant Finish Allowance in connection with Tenant’s Work, (which Tenant Work the parties agree has been completed) and the parties agree that that Tenant Finish Allowance was \$229,180.00), which is owed by Landlord to Tenant in full but Landlord has not paid in accordance with the Lease.

WHEREAS, Landlord and Tenant acknowledge that, in lieu of paying such Tenant Finish Allowance back to Tenant in full in one lump sum payment, as of January 1, 2025, Tenant has been receiving a monthly credit in the amount of the Minimum Guaranteed Rental (which the parties agree is currently set at \$8,185.00 per month through July 2026; and in August 2026 the Minimum Guaranteed Rental shall increase to \$8,676.10 and remain there until the final monthly credit month, which is January 2027) plus, as further consideration to Tenant, Landlord has been waiving any CAM the Tenant would otherwise owe under the Lease since that January 1, 2025.

WHEREAS, in lieu of paying such Tenant Finish Allowance back to Tenant in full in one lump sum payment, the Landlord and Tenant desire to continue, over a period of 25 consecutive months, which commenced on January 1, 2025, the waivers of the CAM Tenant would otherwise be obligated to pay under the Lease, and crediting the monthly Minimum Guaranteed Rental as paydown of the Landlord’s obligation to pay the Tenant the said \$229,180.00.

WHEREAS, after applying those credits to date since January 1, 2025, Landlord and Tenant acknowledge that the current remaining indebtedness owed to Tenant under the Tenant Finish Allowance is \$147,330.00 (herein sometimes the “*Outstanding Finish Allowance*”); and Landlord has requested that the Outstanding Finish Allowance continue to be applied as a monthly credit against Minimum Guaranteed Rental until and through January 2027 becoming and remaining due under the Lease until such time that Landlord pays off the remainder of the Outstanding Finish Allowance or the Tenant Finish Allowance is fully credited against such Minimum Guaranteed Rental.

**WHEREAS**, Landlord and Tenant desire to further amend the Lease as more particularly set forth herein;

### **A G R E E M E N T:**

**NOW, THEREFORE**, in consideration of \$10.00, the premises, mutual covenants, and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto for all purposes, Landlord and Tenant hereby agree as follows:

1. **Defined Terms.** Capitalized terms and phrases used herein but not otherwise defined, revised, or supplemented herein shall have the meaning ascribed to such terms and phrases in the Lease.

2. **Allowance and Rent Credits.** In lieu of Landlord’s immediate payment of the Outstanding Finish Allowance to Tenant, Tenant is hereby granted a credit toward Minimum Guaranteed Rental (the “*Allowance Credit*”) in the remaining principal amount of the Outstanding Finish Allowance. Commencing as of January 1, 2025, the Allowance Credit has been and will continue to be applied to Minimum Guaranteed Rental becoming due under the Lease until such time that the Allowance Credit has been fully applied or through January 2027, whichever is greater. Further, as additional consideration of the monthly credit in lieu of full payment,

Tenant shall not be obligated to make any CAM payments or perform any other CAM obligations until and through January 2027. As the Allowance Credit is applied, the Tenant Finish Allowance owed to Tenant shall be reduced dollar for dollar until the amount due reaches zero when the Allowance Credit is fully applied or through January 2027, whichever is greater. Notwithstanding anything to the contrary herein, Landlord reserves the right at any time to pay to Tenant the then-existing balance of the Outstanding Finish Allowance (as well as any or all accrued interest thereon, with any prepayment being paid with an 8% interest being accrued thereto, said interest commencing on January 1, 2025), in which event the Allowance Credit shall be deemed to be fully applied, and the credit against Rent as described in the Lease shall terminate once such credit is fully applied. Any Tenant Finish Allowance unpaid or uncredited, as of the expiration or earlier termination of the Lease, shall be paid to Tenant in a lump sum at the expiration or earlier termination of the Lease.

3. **Additional Tenant Work**. Landlord hereby agrees and authorizes Tenant to complete the work set forth on the proposal bid(s) attached hereto as **Exhibit "A"** (such work collectively, the "*Additional Tenant Work*"). This Additional Tenant Work shall consist of certain work done on the existing Demised Premises (any additional tenant work done or build-out on additional or expanded premises shall be by separate amendment). Such work shall be completed at Tenant's expense, provided, however, that Landlord agrees to reimburse Tenant up to \$18,884.80 (the "Reimbursement Credit"). Any reimbursement over such amount shall be subject to Landlord's prior written approval. The cost of this Additional Tenant Work and the Reimbursement Credit given therefor shall be added to the principal amount of the "Allowance Credit" above, and subject to the same amortized interest rate described therein. The Reimbursement Credit will be earned by Tenant upon Tenant's substantial completion of the Additional Tenant Work (as further set forth below) and Tenant's full and final payment of all costs and expenses associated therewith, together with the reasonable satisfaction of all other requirements and conditions as set forth in this paragraph. Tenant shall not be entitled to the Reimbursement Credit until the Additional Tenant Work has been substantially completed in accordance herewith, Landlord has reasonably approved of same. The phrase "substantial completion" or "substantially complete" shall mean that Additional Tenant Work has been completed in accordance with the work bid(s) attached hereto as **Exhibit "A"**. Tenant's entitlement to the Reimbursement Credit shall be further conditioned and contingent upon satisfaction the following conditions: (1) Landlord's receipt of adequate documentation for any and all costs and expenses of Additional Tenant Work, together with evidence of Tenant's payment of all such costs and expenses, (it being agreed that Tenant shall make all such payments prior to any payment of the Reimbursement Credit being made by Landlord); and (2) Tenant's request for the Reimbursement Credit must include all other reasonable documentation supporting the matters reflected in the payment/credit request, including identifying the work related thereto and evidencing the completion of the work related thereto (including, without limitation, adequate documentation and statements from contractors, subcontractors or materialmen supporting the amount sought to be paid under such request and providing information about the work related thereto). Landlord shall be entitled to independently verify the information referred to in subsections (1) and (2) above, (provided, that any inspection of the Additional Tenant Work by Landlord and/or any approval by Landlord of any payment/credit request with regard to the Reimbursement Credit shall not constitute a representation or warranty of Landlord that the Additional Tenant Work is adequate for any use, purpose or condition or that Additional Tenant Work has been completed in a good and workmanlike manner or complies with any applicable law or code, but shall merely be the consent of Landlord for purposes of facilitating disbursement of the Reimbursement Credit, as set forth herein). Upon Tenant's reasonable compliance and completion of the foregoing, Landlord shall, within five days, confirm, in writing, to Tenant Landlord's acknowledgment of such adequate performance, and Landlord shall begin applying the Reimbursement Credit as set forth above; provided, however, such confirmation or acknowledgement by Landlord shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding anything herein to the contrary, should Tenant fail to apply for the Reimbursement Credit and provide the foregoing documentation and/or fail to complete the Additional Tenant Work within six (6) months of the First Amendment Date, Tenant cannot commence the receiving of the Reimbursement Credit unless Tenant shows that the work could not be completed and all documentation required provided in such time by no fault of Tenant or that Landlord failed to timely request or approve documentation provided by Tenant; provided, however, once Tenant complies and completes its obligations in this Section 3, even if after the said six (6) months of the First Amendment Date, but not longer than one (1) year of the First Amendment Date, the Reimbursement Credit given by Landlord shall then commence in favor of Tenant.

4. Tenant and Landlord further agree that should the work described in Exhibit A need to be removed at some later date, for whatever reason, it shall be done at the cost and expense of Landlord, who has full responsibility for the Common Areas in the building as described in the original lease.

5. With respect to any part of the Demised Premises, now existing or in the future, notwithstanding anything in the Lease to the contrary, all lighting fixtures that have been inserted or affixed or will be inserted or affixed to the Demised Premises are property that shall belong to and remain with Tenant, so that at the conclusion or termination of the Lease the Tenant shall have the right to remove such lighting fixtures.

6. As further consideration of the execution of this First Amendment, Landlord acknowledges that Landlord is obligated to repair the following relative to the Building, Common Area, Shopping Center, and/or Demised Premises: 1) exterior staircase falling apart and rusting out, 2) damage that was caused in the Tenant's lobby due to leaking exterior balcony above the Demised Premises, 3) common hallway is incomplete (tile, damaged sheetrock and ceiling tiles) with exposed unfinished elevator shaft and staircase, and 4) any other conditions or matters that Landlord has been made aware of in writing (which includes electronic mail or texts) on the Building, Shopping Center, and Demised Premises that Landlord is obligated to repair under the Lease.

7. Intentionally Deleted.

8. **Lawn Maintenance and Pest Control.** In the event the Landlord does not timely and adequately maintain the lawn and/or landscaping on or around the Demised Premises in the area shown on the attached map on Exhibit B, upon 7 days written notice to Landlord (which notice can be by email) informing Landlord of need for such landscaping and/or lawn work, the Tenant has the right to hire lawn servicing to perform such acts at a reasonable cost, to which Landlord agrees to reimburse Tenant within 30 days of Tenant providing evidence to Landlord of the said lawn service costs. Alternatively, Tenant reserves the right to have such reimbursement credited against Rent. Likewise, in the event the Landlord does not timely and adequately maintain the pest control on or around the Demised Premises, upon 7 days written notice to Landlord (which notice can be by email) informing Landlord of need for such pest control, the Tenant has the right to hire pest control to perform such acts at a reasonable cost, to which Landlord agrees to reimburse Tenant within 30 days of Tenant providing evidence to Landlord of the said pest control costs. Alternatively, Tenant reserves the right to have such reimbursement credited against Rent.

9. **Miscellaneous.** Except as amended or modified hereby, the Lease remains in full force and effect. To the extent of any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed counterparts of this Amendment may be delivered by facsimile and electronic mail, and such reproductions will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces and will be binding upon such party.

10. **Lender Consent.** Any lender that has a mortgage affecting the Demised Premises ranking ahead of the Lease must approve in writing any amendments of the Lease.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date first written above.

**LANDLORD:**

**Marcel Contraband Pointe, LLC,**  
a Texas limited liability company

By:   
Vernon Veldekens, Manager

**TENANT:**

**The Sculptry, LLC,**  
a Louisiana limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date first written above.

**LANDLORD:**

**Marcel Contraband Pointe, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Vernon Veldekens, Manager

**TENANT:**

**The Sculptry, LLC,**  
a Louisiana limited liability company

By: \_\_\_\_\_  
Name: Hannah Grogan  
Title: President

**EXHIBIT “A”**

Approved Proposal Bid for Additional Tenant Work

*[see attached two (2) pages]*



**PAT WILLIAMS  
CONSTRUCTION**

Mailing: P.O. Box 1508 • Leesville, LA 71496

September 18, 2025

Hannah Grogan  
3093 Contraband Parkway Suite 125  
Lake Charles, LA 70601

Reference: The Sculptry main building corridor

Grogan,

As per your request, Pat Williams Construction is pleased to provide you with a proposal for the aforementioned project. The agreement below is contingent upon both the proposal amount and the proposal clarifications and the scope of work breakdown.

**Proposal Amount**

**Base Bid:**

**Eleven thousand seventy-four dollars and eighty cents.**

**\$11,074.80**

**I fully accept both the proposal base bid amount and the proposal clarifications and scope of work.**

**Accepted by (Printed Name):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

1601 S. 5th Street  
Leesville, LA 71496  
(337) 238-3743

1401 Hodges St.  
Lake Charles, LA 70601  
(337) 433-4300

6407 Masonic Dr.  
Alexandria, LA 71301  
(318) 460-0006

[PatWilliamsConstruction.com](http://PatWilliamsConstruction.com)



Proposal Clarifications and Scope of Work Breakdown:

The proposal shall be based on the following proposal clarifications and scope of work breakdown:

- All work in this proposal is only for the main corridor on the 1<sup>st</sup> floor of building.
- Patching/taping and floating existing sheetrock in main corridor. No new sheetrock is included in this proposal.
- Re-painting all walls in corridor after repairs to match existing current color.
- Caulking and painting existing wooden door and frame in corridor.
- Replacing damaged or missing acoustical ceiling grid and ceiling tile in corridor.
- Installation of tile base and Schluter in corridor to replace damaged or missing areas. (Not to exceed 30 linear feet if any additional damage occurs prior to proceeding with this work)
- Installation of White cover plates on any electrical, elevator, or other open electrical or data boxes to cover existing exposed boxes.
- Owner to provide curtains/drapes at stairwell. GC will install.
- Final cleaning after all work is completed, is included.
- Excluding electrical and water supply required to complete work. To be supplied by the owner.
- Excluding permitting, drawings, engineering, or code compliance requirements.

Thank you for the opportunity to provide you with a proposal for this project. If you have any questions or concerns, please do not hesitate to contact me at your convenience.

Sincerely,

*Blane Michael Salamoni*

Blane Michael Salamoni, Director of Operations





**PAT WILLIAMS  
CONSTRUCTION**

Mailing: P.O. Box 1508 • Leesville, LA 71496

September 18, 2025

Hannah Grogan  
3093 Contraband Parkway Suite 125  
Lake Charles, LA 70601

Reference: Painting Northwest Exterior Metal Staircase adjacent to The Sculptry.

Mrs. Grogan,

As per your request, Pat Williams Construction is pleased to provide you with a proposal for the aforementioned project. The agreement below is contingent upon both the proposal amount and the proposal clarifications and the scope of work breakdown.

**Proposal Amount**

**Base Bid:**

**Seven Thousand Eight Hundred Ten Dollars.**

**\$7,810.00**

**I fully accept both the proposal base bid amount and the proposal clarifications and scope of work.**

**Accepted by (Printed Name):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

1601 S. 5th Street  
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[337] 433-4300

6407 Masonic Dr.  
Alexandria, LA 71301  
[318] 460-0006

**PAT WILLIAMS CONSTRUCTION**



Proposal Clarifications and Scope of Work Breakdown:

The proposal shall be based on the following proposal clarifications and scope of work breakdown:

- Proposal includes sanding, prepping, and painting Northwest Exterior Metal Staircase adjacent to the Sculptry. Scope of work includes painting the metal parts of the stairwell only to match the existing Grey color of stair.
- Painting the two exterior metal doors on the Northwest side of the building the same Grey as the stairs as they are still the stock light grey they are from the factory and have not been painted.
- Touch up of the EIFS at the West stairwell to match existing color where the rust has stained the EIFS on this section of the building by the stairs only.
- Welding of one metal mesh panel that has fallen off the staircase is included if the panel is still on site at time of work. No new panel is included. No welding outside of re-welding one panel is included. If existing panel does not fit or is too damaged from falling off there shall be additional costs for a new panel welded in place.
- Excluding electrical and water supply required to complete work. To be supplied by the owner.
- Excluding permitting, drawings, engineering, or code compliance requirements.

Thank you for the opportunity to provide you with a proposal for this project. If you have any questions or concerns, please do not hesitate to contact me at your convenience.

Sincerely,

*Blane Michael Salamoni*

Blane Michael Salamoni, Director of Operations