

STATE OF LOUISIANA

:

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

PARISH OF CALCASIEU

:

BE IT KNOWN that on the date(s) hereafter set forth to be effective as of the day of _____, 2025, before the undersigned Notary(ies) Public, duly commissioned and qualified in and for the hereafter stated jurisdiction(s), and in the presence of the undersigned competent witnesses, personally came and appeared:

FIRST FEDERAL BANK OF LOUISIANA, a Federal Savings Association organized under the laws of The United States of America, with an office located at 1135 Lakeshore Drive, Lake Charles, Louisiana 70601, appearing herein through its undersigned representative duly authorized, sometimes referred to as "Lender";

MARCEL CONTRABAND POINTE, LLC, (Tax ID No. XX-XXX _____) appearing herein through its duly authorized and undersigned representative, whose mailing address is P.O. Box 9556, The Woodlands, Texas 77387, sometimes hereafter referred to as "Lessor"

And

SOUTHWEST LOUISIANA HOSPITAL ASSOCIATION d/b/a LAKE CHARLES MEMORIAL HOSPITAL, (Tax ID No. XX-XXX1963) appearing herein through its duly authorized and undersigned representative, whose mailing address is 1701 Oak Park Blvd., Lake Charles, LA 70601, sometimes hereafter referred to as "Lessee";

WHO DECLARED that Lender is the holder of that certain Multiple Indebtedness Mortgage, dated August 22, 2022, recorded on August 23, 2022 in Mortgage Book 5980, Page 702, bearing Clerk's File No. 3482343 (the "Mortgage"), and also a Pledge of Leases and Rents, dated August 22, 2022, recorded on August 23, 2022 in Mortgage Book 5980, Page 718, bearing Clerk's File No. 3482344, (hereinafter collectively the "the Mortgage Documents"), which were executed by Lessor covering certain immovable property located at 3093 Contraband Pkwy., Suite 100, Building F, Lake Charles, LA 70601, more fully described on Exhibit "A" attached hereto (the "Leased Premises" or "Premises"), which said Leased Premises was leased by Lessor to Lessee, and is represented by Memorandum of Lease dated _____, 2025, recorded _____, 2025, in Conveyance Book _____, Page _____, bearing Clerk's File No. _____, (hereinafter "Lease"), all in the records of Calcasieu Parish, Louisiana.

Lender, Lessor and Lessee have agreed to the following with respect to their mutual rights and obligations pursuant to and under the Lease and the Mortgage.

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth below and other good and valuable consideration, the parties hereto agree as follows:

1. The Lease is and shall be subordinate to the lien of the Mortgage and to all renewals, modifications and extensions thereof subject to the terms of this Agreement.
2. So long as Lessee is not in default (beyond any period given Lessee to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed, the nonperformance of which would entitle Lessor to terminate the Lease, (i) Lender shall not interfere with the Lessee's possession, rights, and privileges under the Lease, including any options to renew the Lease,

in the exercise of any of its rights under the Mortgage, (ii) Lessee's occupancy of the subject property shall not be disturbed by Lender in the exercise of any of its rights under the Mortgage during the term of the Lease or any such extensions or renewals thereof described as permitted in the existing lease, and (iii) Lender will not join Lessee as a party defendant in any action or proceeding for the purposes of terminating Lessee's interest and estate under the Lease because of any default under the Mortgage.

3. If the interest of Lessor shall be acquired by Lender or by anyone claiming an interest in the property by or through Lender including any purchaser at a foreclosure sale (hereinafter a "Successor Lessor") by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of Lender or dation en paiement (giving in payment), Lessee and Lender or such Successor Lessor shall be bound to each other under all of the terms of the lease for the balance of the term thereof remaining including any extensions or renewals thereof, described as permitted in the existing Lease, and elected by Lessee, with the same force and effect as if Lender or such Successor Lessor were the Lessor under the Lease and Lessee hereby attorns to Lender or such Successor Lessor as the Lessor under the Lease, such attornment to be automatically effective without the execution of any further instrument. Notwithstanding the foregoing, Lessee shall be under no obligation to pay rent to Lender or to such Successor Lessor until Lessee has received written notice from lender or such Successor Lessor that it has acquired the interest of the Lessor in the property, which notice shall be accompanied by reasonable documentation evidencing such acquisition, or Lender has notified Lessee that Lender has been appointed Keeper of the property pending a foreclosure. The respective rights and obligations of Lessee and Lender or such Successor Lessor upon such attornment shall be as set forth in the Lease, including Lessee's rights to such rent credits, if any, for leasehold improvements as are described in the Lease, it being the intention of the parties for this purpose to incorporate the Lease in this agreement by reference with the same force and effect as if set forth at length herein.

4. Lessor hereby agrees that if Lender notifies Lessee that Lender is entitled to receive the rent and/or any other payments including reimbursements, if any, due under the Lease pursuant to an Assignment of Rents or any other instrument or agreement signed by Lessor, then Lessee shall be entitled to comply with said instrument upon being furnished a copy of it by Lessor or Lender, and Lessee may rely on any assertion by Lender that Lender is entitled to receive the rents (and if applicable, other payments due under the Lease), whether due to Lessor's default under the Mortgage, or otherwise, and Lessee shall have no obligation to make independent determination as to whether the assertions of Lender are true. Any rent or other sums paid to Lender upon Lender's demand shall be deemed to be payments to Lessor pursuant to the Lease.

5. This Agreement shall automatically expire upon the occurrence of either of the following: (i) The term of the Lease shall expire or the Lease shall be terminated, or (ii) the loan secured by the Mortgage shall be paid in full by the Lessor such that neither Lender nor anyone claiming by or through Lender has an interest in the subject property and the Mortgage shall be released of record.

6. This Agreement may not be cancelled or modified except by an agreement in writing signed by Lender and Lessee or their respective successors.

7. This Agreement and the rights and obligations hereunder the Lessor, Lessee, and Lender shall bind and inure to the benefit of their respective heirs, successors and assigns.

8. All notices contemplated to be served herein upon either Lender, Lessor or Lessee shall be in writing and shall be sufficiently given if delivered personally or deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested, and addressed as follows:

To Lender: First Federal Bank of Louisiana
Attention: Jeffrey "Jeff" M. Lee
Executive Vice President & Chief Lending Officer
1135 Lakeshore Drive
Lake Charles, Louisiana 70601

To Lessor: Marcel Contraband Pointe, LLC
Attention: Vernon Veldekens
P.O. Box 9556
The Woodlands, Texas 77387

To Lessee: Southwest Louisiana Hospital Association,
d/b/a Lake Charles Memorial Hospital
Attention: Devon Hyde
President and Chief Executive Officer
1701 Oak Park Boulevard
Lake Charles, Louisiana 70601

DONE AND PASSED at my office in Calcasieu Parish, Louisiana on this ____ day of
____ 2025, in the presence of the undersigned competent witnesses, and me,
Notary Public, after due reading of the whole.

WITNESSES:

FIRST FEDERAL BANK OF LOUISIANA,
Lender

[Printed Name of Witness]

BY: _____
Jeffrey "Jeff" M. Lee, Executive Vice President
& Chief Lending Officer

[Printed Name of Witness]

[Printed Name of Notary]
NOTARY PUBLIC
Notary Identification No. _____

DONE AND PASSED at my office in County of _____ State of _____
on this _____ day of _____ 2025, in the presence of the undersigned competent
witnesses, and me, Notary Public, after due reading of the whole.

WITNESSES:

MARCEL CONTRABAND POINTE, LLC,
Lessor

BY: _____
Vernon Veldekens, Manager

~~_____~~
[Printed Name of Witness]

~~_____~~
[Printed Name of Witness]

~~_____~~
Luc Vanderwal

[Printed Name of Notary]
NOTARY PUBLIC
Notary Identification No. 132683498

My commission expires: 9-18-28



DONE AND PASSED at my office in Calcasieu Parish, Louisiana on this 1st day of
July 2025, in the presence of the undersigned competent witnesses, and me,
Notary Public, after due reading of the whole.

WITNESSES:

**SOUTHWEST LOUISIANA HOSPITAL
ASSOCIATION d/b/a LAKE CHARLES
MEMORIAL HOSPITAL, Lessee**

Jennifer Schelette
Jennifer Schelette
[Printed Name of Witness]

BY: Devon Hyde
Devon Hyde, Its President and CEO

Tammy Kohnke
Tammy Kohnke
[Printed Name of Witness]

Scott D. Dangle
Scott D. Dangle
[Printed Name of Notary]
NOTARY PUBLIC
Notary Identification No. 128350

STATE OF LOUISIANA

:

:

MEDICAL OFFICE LEASE

PARISH OF CALCASIEU

:

THIS OFFICE LEASE ("Lease") is made and entered on the date(s) hereinafter set forth, effective on the 1st day of July, 2025 ("Effective Date") by and between Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital ("Lessee"), and Marcel Contraband Pointe, LLC, appearing herein through its duly authorized Manager, namely Vernon Veldekens, hereinafter called ("Lessor").

WITNESSETH

WHEREAS, Lessor is the owner of certain immovable property whereon a shopping center is located at municipal address 3093 Contraband Pkwy., Lake Charles, LA 70601 (the "Shopping Center"), which immovable property and Shopping Center is described on attached Exhibit "A".

WHEREAS, Lessee desires to lease from Lessor approximately 5,390 square feet within the Shopping Center at address 3093 Contraband Pkwy., Suite 100, Lake Charles, LA 70601 (the "Premises"), such Premises being shown and outlined as within "BLDG F" (the "Building") on the plan attached hereto as Exhibit "A", subject to and upon the terms, provisions and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the duties, covenants and obligations of the parties hereunder, the parties hereto agree as follows:

I. Premises: For purposes of this Lease, the Premises consists of the immovable property described on attached Exhibit "A", consisting of approximately 5,390 square feet within the Building within the Shopping Center, for Lessee's exclusive use.

I.A. Common Area: For purposes of this Lease, the Common Area consists of the part of the Shopping Center, Building and parking lot designated for the common use of all tenants, including Lessee, which may include without limitation, reception, lobby and waiting areas, corridors rooms, conference rooms, parking lots, pedestrian walkways and patios, landscaped areas, sidewalks, service corridors, restrooms, stairways, sidewalks, decorative walls, loading areas, and access roads. Lessee and its employees, customers, subtenants, licensees and concessionaires shall have the nonexclusive right and license to use the Common Area as constituted from time to time, such use to be in common with Lessor, other tenants of the Shopping Center and other persons permitted by Lessor to use the same.

II. Lease: In consideration of the payment of the rents provided for herein and the covenants and agreements contained herein, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises.

III. Term: Subject to the terms and conditions set forth herein, the duration of this Lease (the "Term") and Lessee's obligation to pay rent hereunder shall continue for a period commencing on the Effective Date and terminating on December 31, 2030 as may be extended pursuant to the provisions in this Section.

Lessee may extend this Lease for an additional period of five (5) years (the "Extended Term") on the same terms set forth in this Lease by delivering written notice of Lessee's desire to renew the Lease to Lessor not later than one hundred eighty (180) days before expiration of the Term. Lessor and Lessee shall execute an amendment to this Lease evidencing the Extended Term on the same terms provided in this Lease, except that Rent shall be payable as set forth in Section IV(a) hereof.

IV. Rent: Lessee hereby agrees as follows:

(a) To pay to Lessor during the initial Term of this Lease, and if applicable the Extended Term of this Lease, the rent as set forth below:

Month	Annual Rate Per Square Foot of Premises	Monthly Minimum Guaranteed Rental
March 2025-August 31, 2025	Buildout, no rent or other fees paid	Buildout, no rent or other fees paid
September 1, 2025-December 31, 2025	\$0.00	\$0.00
January 1, 2026-December 31, 2030	\$27.00	\$12,127.50

- (b) **Common Area Maintenance Charge:** The initial estimated Common Area Maintenance Charge, which includes Insurance Escrow Payment and Tax Escrow Payment, is \$8.50 per square foot annually for a total of 5,390 square feet, which amounts to \$3,817.92 per month.
- (c) **Security Deposit:** \$15,945.42, to be delivered by Lessee to Lessor concurrently with the execution of this Lease.
- (d) **Prepaid Rental:** \$15,945.42, to be delivered by Lessee to Lessor concurrently with the execution of this Lease, which sum shall be applied to the rental period commencing January 1, 2026.
- (e) **Permitted Use:** Lessee may utilize the Premises for any medical service including but not limited to internal medicine, general family practice, imaging, urgent care, sports medicine and rehabilitation, and for no other use.

- (f) Lessee's Work Credit: \$350,000.00, subject to the terms and conditions of **Exhibit "B"** attached to this Lease.
- (g) Effective January 1, 2026, the sum of the monthly:
 - (i) Minimum Guaranteed Rental as set forth in Section IV(a); and
 - (ii) Common Area Maintenance Charge, as set forth in Section IV(b); and
 - (iii) Insurance Escrow Payment as set forth in Section IV(b) and Section 11.2;and
 - (iv) Tax Escrow Payment as set forth in Sections IV(b) and IV(k)

shall equal the "Monthly Payment" (which Monthly Payment amount is, however, exclusive of any other sums due hereunder). Effective January 1, 2026, the term "Rent" shall be deemed to include Minimum Guaranteed Rental, Common Area Maintenance Charge, Insurance Escrow Payment, Tax Escrow Payment, and any other amounts or charges payable by Lessee hereunder.

- (h) The Rent shall be payable in equal monthly installments, for each respective year, in advance on or before the first business day of each calendar month, without set off, deduction, or demand, beginning on the first day of the Term. In the event that the first day of the Term is other than the first day of a calendar month, Lessee shall pay to Lessor, on or before the first day of the Term, as applicable, a *pro rata* portion of the monthly installment of annual rental based upon the number of days remaining in such month after the first day of the Term. In the event that the Lease terminates on other than the last day of a calendar month, then the monthly installment of the annual rental for such month shall be prorated. The annual rental is payable to Lessor at the address fixed for notice herein, or at such other address as Lessor shall designate in writing to Lessee from time to time.
- (i) Nonpayment of any Rent when due shall constitute a default under this Lease.
- (j) Past due installments of Rent shall bear interest at the rate of twelve percent (12%) per annum (but not more than the maximum legal rate of interest) from five (5) days after the date on which such installments were due, until paid. Payment of interest on the amount due shall be made at the same time as, and as a condition precedent to, the payment of the amount due. This covenant to pay interest on payments of Rent shall not preclude Lessor from employing any remedy available to Lessor upon default in the payment of such amounts, nor shall this covenant to pay interest on Rent not paid when due be considered a "grace period" for the curing of such default in making payments when due.
- (k) Lessee agrees to pay, as additional part of the Monthly Payment during the Term, its proportionate share of ad valorem or other real estate taxes which shall, during

the Term, be levied, assessed or imposed upon the land, buildings or other improvements composing the Shopping Center or any portion thereof (the "Tax Escrow Payment"), but prorated for the year 2025 through the Effective Date of this Lease. The amount of the initial monthly Tax Escrow Payment is incorporated into the amount set out in Section IV(b) above.

V. **Improvements:** Lessee shall not make, or cause to be made, any improvements or alterations except in accordance with Section VIII and Exhibit "B" hereof.

VI. **Lessor - Premises and Building Maintenance and Repairs:** Lessor shall maintain and keep in good repair the foundation, roof, structural supports, plumbing, and exterior of the walls, doors, window glass and plate glass, of the Premises and Building at its sole cost and expense, and Lessor shall provide, or cause to be provided, in a commercially reasonable manner and at its sole cost and expense, the services and facilities to the Premises and Building, as follows: Hot and cold water for the Premises. Notwithstanding the foregoing, in the event any such repairs arise from the acts or omissions of Lessee or Lessee's contractors, agents, or representatives, then Lessee shall be solely responsible for the costs of such repairs, and Lessee shall reimburse Lessor on demand for same.

Lessor shall have the right to make changes or additions to the pipes, conduits, ducts and other items in or about the Premises where necessary to serve adjoining premises without material interruption or material interference with the peaceful possession of Lessee.

Lessor shall make such repairs, alterations or additions to the Premises required under this Section VI in accordance with all laws, ordinances, orders or regulations of public authority having jurisdiction over the Premises. If Lessor, after notice and the requisite opportunity to make such repairs, alterations or additions to the Premises, refuses to make or cause to be made such repairs, alterations or additions for any reason, then Lessee shall have the right, at its option to make such repairs, alterations or additions and set off such amounts against future rental payments due or terminate the Lease under default. Upon at least two (2) business days' prior notice to Lessee, Lessor shall have the right to enter upon the Premises at any reasonable time for the purpose of inspecting the same, making repairs to the Premises, making repairs, alterations or additions to adjacent premises, or showing the Premises to prospective purchasers, inspectors, lessees or lenders. Further, Lessor shall have the right to enter upon the Premises at any time in the event of a real or apparent emergency or event of casualty without liability for any damage caused to the Premises or Lessee's property due to such entry, except to the extent such damage is caused by the gross negligence or intentional misconduct of Lessor, its agents, servants, contractors or employees. Lessee shall have the right to have a representative accompany Lessor and its agents, contractors, or representatives during any such entry. Lessor's obligation hereunder is limited to repairs specified in this Section VI only, and, subject to Section 12.2 of this Lease, Lessor shall have no liability for any damages or injury arising out of any condition or occurrence causing a need for such repairs.

VII. **Lessee - Premises Maintenance and Repairs:** Lessee, at its sole cost and expense, shall be responsible for the following:

(a) To keep and maintain the Premises and all improvements therein in good order and condition. At the expiration of the Term or any extensions thereof, Lessee shall surrender the Premises in good order and repair, normal wear and tear excepted.

(b) All utilities, including monthly costs and expenses, for water, gas, sewerage and electricity associated with the Premises and used by Lessee.

(c) Routine servicing of electric lighting for the Premises including replacement of all fluorescent and incandescent bulbs in the Premises.

(d) Janitorial service for the Premises for Monday through Saturday, including daily dusting of surfaces, vacuuming of carpet, sweeping and mopping of floors, and removal of routine waste material, which is not hazardous, infectious, or medical waste, in properly marked trash cans.

(e) Keep and maintain in good repair all other portions of the Premises including the interior of the Premises, consisting of but not limited to, all interior walls, ceilings, floors, and floor coverings.

(f) Lessee shall make such repairs, alterations or additions to the Premises in accordance with all laws, ordinances, orders or regulations of public authority having jurisdiction over the Premises. If Lessee, after notice and the requisite opportunity to make such repairs, alterations or additions to the Premises, refuses to make or cause to be made such repairs, alterations or additions for any reason, then Lessor shall have the right, at its option to make such repairs, alterations or additions and set off such amounts against future rental payments due or terminate the Lease under default.

(g) Except as expressly set forth herein, Lessee shall not be required to make any improvements or repairs of any kind or character to the Premises. However, in no event shall Lessor be obligated under this Lease to repair any damage to the Premises caused by an act, negligence, or fault of the Lessee or any of its partners, owners, affiliates, employees, representatives, agents, invitees, patients, sublessees, contractors, subcontractors, or assignees.

(h) Installation and maintenance of the ventilating, air conditioning and heating equipment serving the Premises shall be Lessee's sole responsibility throughout the entire Term. During the Term, Lessee agrees to employ a suitable contractor to perform Lessee's obligations for maintenance of the ventilating, air conditioning and heating units on the Premises and a suitable contractor to perform Lessee's obligations for maintenance of all fire protection systems within the Premises. Lessee will immediately supply Lessor with a copy of Lessee's service/maintenance contracts. Such maintenance shall include at least semi-annual inspections and cleaning of said units and systems, together with such adjustments and servicing as each such inspection discloses to be required and, in addition, all repairs, testing and servicing as shall be necessary or reasonably required by Lessor or Lessor's insurance underwriter. A suitable contractor shall be one who is reliable and capable of performing Lessee's obligations hereunder and approved by Lessor, which approval shall not be unreasonably withheld or delayed. If replacement of equipment, fixtures and

appurtenances thereto are necessary, Lessee shall replace the same with equipment, fixtures and appurtenances of at least the same quality, and repair all damage done in or by such replacement.

VIII. Alterations and Additions:

(a) Lessee shall make no alterations, installations, additions, improvements, or changes in or to the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) Subject to all applicable laws, rules, and ordinances, Lessee has the authority to place, on the outside of the Building, in the windows or inside the Building and outside the Premises, any signs, letters or numerals. All signs and identifying marks and directories will be owned by and installed by Lessee at Lessee's expense.

(c) Lessor and Lessee acknowledge that ongoing inspections are being conducted by Lessee regarding a potential deformation in a support structure or member of the ceiling of the first floor of the Building. Notwithstanding any provision of this Lease to the contrary, in the event that the engineers or other consultants of Lessee, in their sole discretion, determine that reinforcements, modifications, or other corrective measures are necessary to address any structural concerns, including but not limited to the identified possible deformation, Lessee shall be entitled to offset from the Rent the costs incurred for such inspections, consultations, repairs, reinforcements, modifications, and related expenses, in an amount not to exceed \$25,000.00.

IX. Condition of Premises: Lessee acknowledges and agrees that there have been no representations, promises, or warranties made by or on behalf of Lessor, express or implied, with respect to the suitability of the Premises for the conduct of Lessee's business or its condition or state of repair. The taking and maintaining of possession of the Premises by Lessee in its condition on the Effective Date of this Lease shall conclusively establish that the Premises was at such time in satisfactory condition, order, and repair. Lessee shall accept the Premises "as is, where is" in its then-existing condition and state of repair, and Lessee hereby expressly waives all representations and warranties whatsoever on the part of Lessor as to the condition or repair of the Premises, its fitness or suitability for the conduct of Lessee's business, or for any other general or particular use or purpose, and its freedom from defects or deficiencies, whether hidden or apparent, as well as all warranties under LSA-C.C. Art. 2692-2704, or any other provision of Louisiana law. Lessee agrees to use, maintain and occupy the Premises in a careful and reasonably safe manner, and not to commit any nuisance or waste thereon, and to surrender possession of the Premises to Lessor at the end of the Term hereof in the same condition as of the Effective Date, reasonable wear and tear excepted. Lessee shall keep the Premises in a clean condition, and shall not operate the Premises so as to disrupt the operations of the Building or the other lessees and shall at all times cooperate with Lessor and other lessees for the safe and efficient occupancy and use of the Building.

X. Lessee's Use of the Premises: Lessee agrees to use and occupy the Premises as professional offices for the practice of medicine, and related services, and Lessee agrees not to use

or occupy the Premises for any other purpose or business without the prior written consent of Lessor.

XI. Insurance:

11.1 Lessee Insurance. At all times during the Term of this Lease and any extended term, Lessee, at Lessee's expense, shall maintain or cause to be maintained for the benefit of Lessee and Lessor, comprehensive general liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the Premises, such insurance to afford protection to limits of not less than \$1,000,000 single limit coverage, naming Lessor as an additional insured to the extent of Lessee's indemnity obligations hereunder. Lessee shall also procure and maintain throughout the Term, at Lessee's sole cost and expense, the broadest available causes of loss-special form (formerly known as "all-risk") insurance or its then-equivalent, at its sole cost and expense, which covers (a) all of Lessee's personal property in, on, at, or about the Premises, including, without limitation, Lessee's furniture, trade fixtures, equipment, inventory, and merchandise, and (b) all leasehold improvements to the Premises; such insurance to be in an amount equal to full replacement cost thereof, and endorsed to provide that Lessee's insurance is primary in the event of any overlapping coverage with the insurance carried by Lessor. Lessee additionally agrees to procure and maintain throughout the Term the following policies of insurance at its sole cost and expense: worker's compensation insurance in an amount not less than the statutorily required amount, together with employer's liability insurance in an amount not less than \$1,000,000.00 per occurrence, covering Lessee's employees in the Premises and containing a waiver of subrogation in favor of Lessor, and, regardless of whether Lessee is required to or does carry the insurance described in this sentence, LESSEE HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS AND, AT LESSOR'S OPTION, DEFEND, LESSOR AND LESSOR'S AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL CLAIMS ARISING OUT OF ANY LOSS SUFFERED BY (OR IN CONNECTION WITH) ANY OF LESSEE'S AGENTS OR REPRESENTATIVES AT THE PREMISES WHICH WOULD HAVE BEEN OR IS COVERED BY AN APPROPRIATE WORKERS' COMPENSATION INSURANCE POLICY (AS MAY BE REQUIRED BY LAW TO BE CARRIED BY LESSEE) AND/OR EMPLOYER'S LIABILITY INSURANCE POLICY (WHICH INDEMNIFICATION OBLIGATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE).

Each policy of insurance, or a certificate thereof, shall be promptly deposited with Lessor. Each policy of insurance shall be accompanied by evidence of the payment of premiums therefor in form reasonably satisfactory to Lessor, and shall not be cancelable without thirty days prior written notice to Lessor.

11.2 Lessor's Insurance. Lessor shall maintain all risk property and casualty insurance on all buildings, facilities, improvements and other constructions forming part of the Premises, Building, and Shopping Center, and improvements located thereon (including, without limitation, all buildings and other constructions now forming part of the Premises and all improvements) covering all risks covered by an "all risk form" policy of fire and extended coverage insurance, and such other risks as Lessor may reasonably require, with limits and coverage equal to or greater than the limits and coverage of insurance existing as of the Effective Date of this Lease at Lessor's sole cost and expense. Lessee agrees to reimburse Lessor for its proportionate share of the insurance premium paid under this Section 11.2 via the monthly insurance escrow payment (the

"Insurance Escrow Payment"), but prorated for the year 2025 through the Effective Date of this Lease. The amount of the initial monthly Insurance Escrow Payment is incorporated into the amount set out in Section IV(b) above.

11.3 Waivers. Lessor and Lessee each waive every claim which arises or may arise in its favor and against the other party hereto during the Term of this Lease or any renewal or extension thereof for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Premises, covered by applicable insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of or damage to property of the parties hereto. Lessor and Lessee hereby mutually waive their respective rights of recovery against each other for any loss insured by the "all risk" property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

XII. Indemnity:

12.1 Lessee agrees to indemnify and hold Lessor harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from Lessee's conduct, use and occupancy of the Premises, breach of any of the terms and conditions of this Lease, or the negligence or willful misconduct of Lessee, its agents, servants, contractors or employees. Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to hold Lessee responsible for any loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Lessor, its agents, servants, contractors or employees. In case of any action or proceeding brought against Lessor by reason of such claim as is described in the initial sentence of this paragraph, Lessee, upon written notice from Lessor, covenants to defend such action or proceeding by counsel reasonably acceptable to Lessor.

12.2 Lessor agrees to indemnify and hold Lessee harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from breach of any of the terms and conditions of this Lease, or the gross negligence or willful misconduct of Lessor, its agents, servants, contractors or employees. Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to hold Lessor responsible for any loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Lessee, its agents, invitees, servants, contractors or employees.

12.3 Notwithstanding anything in this Lease to the contrary, in no event shall either Lessor or Lessee have any liability to the other or to any other person or entity for consequential, special, exemplary or similar damages or for any loss of or damage to improvements or to personal (movable) property stored or otherwise located in or about the Premises, whether such property belongs to Lessee, Lessor or to another person or entity, whether such consequential, special, exemplary or similar damages or such loss of or damage to improvements or other personal (movable) property is caused by Lessor's or Lessee's negligence, whether ordinary or gross, or

Lessor's strict liability, or Lessor's or Lessee's failure to perform any of its obligations under this Lease, or otherwise.

XIII. Representations and Warranties:

13.1 Representations and Warranties of Lessor. Lessor represents and warrants that, as of the Effective Date:

- (a) The Premises is not currently subject to any lease agreement with any other party, and no party is in possession of all or any portion of the Premises;
- (b) There are no existing facts or conditions which would result in the termination of access to and from the Premises;
- (c) Lessor has not received any notice of any pending or threatened condemnation or similar proceeding by any governmental authority which would affect the Premises or any part thereof;
- (d) To the best of Lessor's knowledge, Lessor has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Premises or any part thereof;
- (e) There is no pending or threatened litigation that could affect, encumber or burden the Premises; and
- (f) Lessor has full power, authority and legal right to make and perform this Lease and that it is not currently a party to any agreement or any other restriction or obligation that would limit or preclude its right to enter into and perform this Lease. Lessor further represents and warrants that it has taken all necessary action and has obtained all requisite approvals to enter into and perform this Lease and that it is a duly organized and existing legal entity in the State of Louisiana. The person executing this Lease on behalf of Lessor was authorized to do so and upon the request of Lessee, such person shall deliver to Lessee satisfactory evidence of his or her authority to execute this Lease on behalf of Lessor.

In the event any of the foregoing warranties in this Section 13.1 are no longer true during the Term or any Extended Term, Lessor shall provide Lessee prompt written notice of same (such notice to be provided no later than seven (7) business days after the date when Lessor knows or should reasonable know of same).

13.2 Representations and Warranties of Lessee. Lessee hereby represents and warrants to Lessor that:

- (a) Lessee's occupancy, operation or use of the Premises shall not violate any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), including but not limited to all applicable zoning ordinances and

building codes, flood disaster laws and health and environmental laws and regulations (hereinafter sometimes collectively called "Applicable Laws");

- (b) Lessee has full power, authority and legal right to make and perform this Lease, and it is not currently a party to any agreement or any other restriction or obligation that would limit or preclude its right to enter into and perform this Lease;
- (c) Lessee has taken all necessary corporate action and has obtained all requisite corporate approvals to enter into and perform this Lease and that it is a duly organized and existing legal entity in the State of Louisiana. The person executing this Lease on behalf of Lessee was authorized to do so and upon the request of Lessor, such person shall deliver to Lessor satisfactory evidence of his or her authority to execute this Lease on behalf of Lessee;
- (d) Lessee acknowledges and agrees that there have been no representations, promises, or warranties made by or on behalf of Lessor, express or implied, with respect to the suitability of the Premises for the conduct of Lessee's business or its condition or state of repair; and
- (e) Lessee shall satisfy itself that the Premises is zoned for Lessee's intended use.

XIV. Liens Against Premises: Lessee agrees not to place or permit to be placed any lien or liens on or against the Premises and/or the Building and/or Lessor's or Lessee's interest therein. Further, Lessee does hereby waive, relinquish, and disclaim any right or power to cause any lien to attach to Lessor's interest in the Premises and/or the Building, and Lessee does hereby agree to hold harmless, indemnify, and defend Lessor from and against any such lien or liens.

XV. HIPAA Compliance: Lessor acknowledges and agrees that from time to time during the Term, Lessor and/or its employees, representatives or assigns may be exposed to, or have access to, Protected Health Information ("PHI"), as defined by HIPAA, 45 CFR Parts 160 and 164. Lessor agrees that it will not use or disclose, and Lessor shall cause its employees, or assigns not to use or disclose, PHI for any purpose unless required by a court of competent jurisdiction or by any governmental authority in accordance with the requirements of HIPAA and all other applicable medical privacy Laws. Lessor covenants and agrees to (a) comply with the provisions regarding HIPAA and not access such files, and use all reasonable precautions to assure that no employee, agent or contractor of Lessor will access such files and (b) provide Lessee with access to Lessee's patient files at all times (upon reasonable prior written notice in the event Lessee's possessory rights to the Premises have been terminated). In furtherance of this Section XV, Lessor and Lessee agree to the terms of Lessee's form Business Associate Agreement ("BAA") attached hereto as **Exhibit "C"**.

XVI. Subordination: Attornment: This Lease is subordinate to any mortgage which now or hereafter encumbers or affects the Building of which the Premises forms a part and/or the land on which the Building is situated, and to all renewals, modifications, consolidations, replacements and extensions thereof. PROVIDED, HOWEVER, that Lessor, its mortgagee and Lessee enter into a Subordination, Non-Disturbance and Attornment Agreement that provides that so long as

Lessee is not in default of the Lease, in the event that Lessor's mortgagee enforces its rights under the mortgage, a) Lessor's mortgagee shall not interfere with the Lessee's possession, rights, and privileges under the Lease, including any options to renew the Lease; b) the Lessee's occupancy will not be disturbed; c) the Lessee will not be named as a defendant in any foreclosure proceeding; d) any successor lessor will be bound by the terms of the Lease; and e) the rights and obligations of both the Lessee and any successor lessor will continue in accordance with this Lease.

XVII. Eminent Domain and Condemnation:

17.1 **Total Taking.** Should the entire Premises be taken, which shall include any conveyance in avoidance or settlement of eminent domain, condemnation, expropriation or other similar proceedings) by any governmental authority, corporation or other entity under the right of eminent domain condemnation or similar right, then this Lease shall terminate and all Rents shall abate as of the date of taking possession by the condemning authority and upon the determination of the final award, the award therefore will be distributed first to Lessor for the value of the land leased pursuant to this Lease only (without any value being attributed to such land as a result of Lessee's improvements and without reduction of the value because of the existence of this Lease), plus the then present value of the rental payments through the then Term of this Lease, and then to Lessee for the value of the improvements taken, the Lessee's expenses of relocation of its operations, value of Lessee's fixtures and trade fixtures and any other portion of the condemnation award as it relates to the value of the Leasehold, with the balance, if any, to be distributed equally between Lessor and Lessee. As used herein, the term "award" shall mean any and all awards, damages or settlements which may be paid or made in connection with any taking of possession by any condemning authority of all or any portion of the Premises.

17.2 **Partial Taking.** Should a portion of the Premises (including without limitation the improvements) be taken by any governmental authority, corporation or other entity under the right of eminent domain, condemnation or similar right, this Lease shall nevertheless continue in effect as to the remainder of the Premises unless so much of the Premises shall be so taken as to make it economically unsound for Lessee to use the remainder for the uses and purposes contemplated hereby, whereupon, in the sole discretion of Lessee, this Lease shall terminate as of the date of taking of possession by the condemning authority in the same manner as if the whole of the Premises had been thus taken, and the award therefore shall be distributed as set forth herein. In the event of a partial taking where this Lease is not terminated, the Rent payable during the remainder of the Term after taking of possession by the condemning authority shall be reduced on a just and proportionate basis..

XVIII. Estoppel Certificate: At any time and from time to time, but no more often than three (3) times yearly, in connection with a financing or a renewal of financing, Lessee shall, promptly and in no event later than twenty (20) business days after a request from Lessor or any Mortgagee, execute, acknowledge and deliver to Lessor or any present or proposed mortgagee, a certificate in the form supplied by Lessor, certifying: (i) that this Lease is in full force and effect and has not been modified (or if modified, setting forth all modifications), or if this Lease is not in full force and effect, the certificate shall so specify the reasons therefore; (ii) the Effective Date and expiration dates of this Lease; (iii) the date to which the rentals have been paid under this

Lease and the amount thereof then payable, (iv) whether there are then, to the best of Lessee's knowledge, any existing defaults by Lessor in the performance of its obligations under this Lease, and, if there are any such defaults, specifying the nature and extent thereof; (v) that no notice has been given to Lessor of any default under this Lease which has not been cured, except as to defaults specified in the certificate; (vi) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of Lessee; (vii) an agreement to provide notice of default to any Mortgagee and an opportunity for such Mortgagee to cure any such default, consistent with the terms of this Lease; (viii) the number of options remaining in this Lease, and (ix) any other information reasonably requested by Lessor or its present or proposed purchaser or mortgagee.

XIX. Damages or Destruction:

19.1 Partial Damage or Destruction. If less than twenty-five percent (25%) of the Premises is partially destroyed from any cause and such damage or destruction renders the Premises partially inaccessible or unusable, Lessor may within its sole reasonable discretion promptly restore the Premises to substantially the same condition as it was in immediately before the destruction within one hundred eighty (180) days after the date of such partial destruction. Lessor shall notify Lessee in writing of its determination as to restoration of the Premises within fifteen (15) days after the date of the partial destruction. During the period from the occurrence of the casualty until Lessor's repairs are completed, the Minimum Guaranteed Rental shall be reduced proportionately based on the portion of the Premises which is reasonably rendered unleaseable thereby; however, there shall be no abatement of any other charges provided for herein, except in the event that the unleaseable portion of the Premises renders the Premises unfit for the Permitted Use hereunder, in which event Rent shall be fully abated during the period beginning on the date of the casualty and ending on the date of completion of Lessor's restoration obligations as provided in this Section. In the event that Lessor decides, within its sole reasonable discretion, to not restore the Premises, Lessee shall have right to terminate this Lease upon ten (10) days' notice to Lessor. Lessor's obligation to rebuild and repair under this Section XIX shall in any event be limited to restoring the Premises to a customary cold, dark shell condition (excluding any leasehold improvements made by Lessee and any other leasehold improvements, trade fixtures, equipment and personal property, which Lessee shall be required to restore), and shall be further limited to the extent of the insurance proceeds available to Lessor for such restoration, and Lessee agrees that promptly after completion of such work by Lessor, it will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair and restore its signs, fixtures, equipment and other leasehold improvements to substantially the condition in which the same existed prior to the casualty, provided, however, that Lessee's obligation to rebuild and repair under this Section XIX shall in any event be limited to the extent of the insurance proceeds available to Lessee for such restoration.

19.2 Complete Damage or Destruction. If twenty-five percent (25%) or more of the Premises is destroyed from any cause, such damage shall be deemed a complete destruction for purposes of this Lease.

The following provisions shall apply in the event of a complete destruction:

(a) Lessor and Lessee shall each have the right to terminate this Lease upon thirty (30) days written notice to the other party;

(b) Rent shall be fully abated during the period beginning on the date of the casualty and ending on the date of completion of Lessor's restoration obligations as provided in this Section.

19.3 Damage Near End of Term. Notwithstanding any other provision of this Section to the contrary, if any portion of the Premises is destroyed or damaged by a casualty during the last six (6) months of the Term, Lessor and Lessee shall each have the option to terminate this Lease by giving ten (10) days written notice to the other party within thirty (30) days of the date of the casualty.

19.4 Effective Date of Termination; Rent Apportionment. If Lessor or Lessee elects to terminate this Lease under this Section in connection with a casualty, Lessee shall pay Rent properly apportioned up to the date of the casualty. After the effective date of the termination, Lessor and Lessee shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of the Lease.

XX. Defaults and Remedies:

(a) The occurrence of any of the following shall constitute a default and breach of this Lease by Lessee:

(1) Lessee shall fail, neglect or refuse to pay (i) any installment of Rent at the time and in the amount as herein provided; or (ii) any other monies agreed by it to be paid promptly when and as the same shall become due and payable under the terms hereof, and such default shall continue for a period of five (5) days, provided that Lessee shall only be afforded two (2) such notices and opportunities to cure Lessee's default under this subparagraph during each calendar year of the Term; or if

(2) Lessee shall abandon or vacate the Premises; or if

(3) Lessee shall fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations or agreements herein contained, and any such default shall continue for a period of more than thirty (30) days after notice thereof is given in writing to Lessee by Lessor; or if

(4) Lessee shall use the Premises for any purpose other than the Permitted Use.

(b) Upon the occurrence of any one or more of the aforesaid events of default by Lessee, Lessor shall have the option, without further notice or putting in default, such notice being hereby waived, of invoking any or all of the following rights or remedies: (i) proceeding for all past due Rent and damages caused by such default, retaining this Lease in effect, and

reserving its right to proceed later for the remaining Rent and other payments becoming due hereunder and to enforce later its legal remedies hereunder, and, at Lessor's option, proceeding for specific performance and injunctive relief; or (ii) proceeding for all past due Rent and damages caused by such default, declaring all unpaid installments of Rent for the entire term of this Lease immediately due and payable, and proceeding to enforce its legal remedies hereunder, reserving its right to proceed later for additional payments of Rent as such amounts become due; or (iii) proceeding for all past due Rent and damages caused by such default, declaring unpaid installments of Rent, for such portion or portions of the remaining term of this Lease as Lessor shall select, in its direction, due and payable, and proceeding to enforce its legal remedies hereunder, reserving its right to proceed later for additional payments of Rent as such amounts become due, and reserving its right to terminate this Lease and to exercise its other rights and remedies hereunder if an event of default occurs during or after the expiration of such period.

(c) Lessor's Attorney's Fees. If Lessee is in default in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease and Lessor places the enforcement of this Lease or any part thereof in the hands of an attorney, Lessee agrees to pay, on demand, all reasonable attorney's fees and other expenses and fees incurred by Lessor in connection with such actions.

(d) The occurrence of any of the following will constitute a default and breach of the Lease by Lessor ("Lessor's Default"):

(1) Lessor fails to perform or observe any of its obligations under this Lease and such failure continues for more than thirty (30) days after Lessee gives written notice thereof to Lessor; or

(2) If the default can be cured but is not curable within said thirty (30) day period after Lessee gives written notice thereof to Lessor and Lessor fails within said period to commence with due diligence and dispatch the curing of such default or, having so commenced, thereafter fails to prosecute or complete with due diligence and dispatch the curing of such default.

(e) Lessee's remedies. Upon the occurrence of Lessor's Default, Lessee will have the right to elect any one or more of the following rights and remedies:

(1) To terminate this Lease by written notice to Lessor, which termination will be effective as of the date specified by Lessee in its notice of termination, Lessee will then be entitled to all damages directly sustained by Lessee as a result of Lessor's Default.

(2) To enforce Lessor's obligations under this Lease as and when they become due.

(3) To demand specific performance or injunctive relief.

(4) To exercise any other right or remedy available under this Lease or as a

matter of law or equity.

(f) **Lessee's Attorney's Fees.** If Lessor is in default in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease and Lessee places the enforcement of this Lease or any part thereof in the hands of an attorney, Lessor agrees to pay, on demand, all reasonable attorney's fees and other expenses and fees incurred by Lessee in connection with such actions.

(g) **Cumulative Remedies.** Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the date of the Lease existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor or Lessee of any one or more of the rights or remedies provided for in this Lease or now or after the date of the Lease existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Lessor or Lessee of any or all of their other rights or remedies provided for in this Lease or now or after the date of the Lease existing at law or in equity or by statute or otherwise. All costs incurred by either party in collecting any amounts and damages owing by the other party pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable litigation expenses from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced will be recoverable by the successful party from the losing party.

XXI. Quiet Enjoyment: Lessor covenants and agrees that Lessee, upon the payment of the Rent herein provided for and observing and keeping the covenants, agreements, and conditions of this Lease upon his part to be kept, shall lawfully and quietly hold, occupy, and enjoy the Premises during the Term of this Lease, without hindrance or harassment by Lessor.

XXII. Waiver of Subrogation: Lessor and Lessee hereby release the other from any and all liability or responsibility to the other or anyone claiming by, through, or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any casualty covered by standard policies of insurance due to the act or negligence of Lessor or Lessee, their officers, agents, servants, or employees; provided, however, that said waiver of subrogation shall not be effective if it shall adversely affect or impair the rights of Lessor or Lessee under any policies of insurance covering any such loss for damage to property.

XXIII. Notices: All notices contemplated to be served herein upon either Lessor or Lessee shall be in writing and shall be sufficiently given if delivered personally or deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested, and addressed as follows:

To Lessor: Marcel Contraband Pointe, LLC
 Attention: Vernon Veldekens
 P.O. Box 9556
 The Woodlands, Texas 77387

To Lessee: Southwest Louisiana Hospital Association,

d/b/a Lake Charles Memorial Hospital
Attention: Devon Hyde
President and Chief Executive Officer
1701 Oak Park Boulevard
Lake Charles, Louisiana 70601

or at such other address as Lessor and Lessee may from time to time designate by written notice to each other.

XXIV. Miscellaneous

24.1 Parties Bound. This Lease, and the rights and obligations of Lessor and Lessee, shall bind and inure to the benefit of Lessor and Lessee, and their respective legal representatives, heirs, distributees, successors and assigns where assignment is permitted by this Lease.

24.2 Applicable Law. This Lease shall be construed in accordance with and be governed by the laws of the State of Louisiana, without reference to the conflict of laws principles thereof.

24.3 Severability. If any part of this Lease is for any reason found to be unenforceable, all other portions nevertheless remain enforceable and the parties agree to enter into good faith negotiations to agree upon new terms which reflect as closely as possible the original intent of the parties as set forth in such unenforceable provisions.

24.4 Rights and Remedies Cumulative. The rights and remedies provided by this Lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. All the rights and remedies may be exercised and enforced concurrently or whenever occasion for the exercise arises.

24.5 Attorney's Fees. In the event Lessor or Lessee breach or default upon any of the terms of this Lease and the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the reasonable attorneys' fees incurred by the prevailing party.

24.6 Brokers. Lessor and Lessee hereby warrant and represent unto the other that it has not incurred or authorized any brokerage commission, finder's fees or similar payments in connection with this Lease, and agrees to defend, indemnify and hold harmless the other from and against any claim for brokerage commission, finder's fees or similar payment arising by virtue of authorization by, through or under this Lease.

24.7 Recordable Memorandum. At the request of Lessee, Lessor will execute a memorandum setting forth the material terms of this Lease all in a recordable form reasonably

acceptable to Lessee. Such instrument shall not in any way amend or modify any terms of this Lease. This Lease and any modifications, amendments or supplements hereto or a memorandum hereof may be filed for recordation in the official land records of Calcasieu Parish, Louisiana, and in such other location as may from time to time be provided by law as the proper place for recording this Lease.

24.8 Interpretation. This Lease shall be construed without regard to the identity of the person who drafted the various provisions hereof. Each provision of this Lease shall be construed as though both parties participated equally in its drafting. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Lease.

24.9 Force Majeure. In the event either party to this Lease shall be delayed or hindered in or prevented from the performance required hereunder by reason of an event of force majeure, which includes, but is not limited to, strikes, lockouts, labor troubles (which strikes, lockouts or labor troubles the party suffering same shall not be obligated to settle except for reasons within its sole discretion), failure of power, riots, insurrection, war, acts of God, hurricanes, named storms, inability to obtain power, fuel, supplies, feedstock, machinery or equipment, any Federal or State law, or any order, rule, or regulation of any governmental authority, or any other reason of similar or dissimilar nature not the fault of the party delayed in performing work or doing acts (herein, "*force majeure*"), such party shall be excused for the period of time equivalent to the delay caused by such force majeure. Notwithstanding the foregoing, but subject to Section XIX of this Lease, this Section shall not apply to either parties' respective monetary obligations under this Lease, including without limitation Lessee's obligation to timely pay all Rent when due.

24.10 Third Parties. Except as herein specifically and expressly otherwise provided with regard to notices, opportunities to cure defaults and certain other enumerated rights, the terms and provisions of this Lease are for the sole benefit of Lessor and Lessee.

24.11 Entire Agreement. This Lease, including any exhibits, constitutes the parties' final and mutual agreement. There are no written or oral representations or understandings that are not fully expressed in this Lease. No change, waiver or discharge is valid unless in writing that is signed by the party against whom it is sought to be enforced.

24.12 Further Assurances. Lessor shall execute any documents, reasonably requested by or on behalf of Lessee, including but not limited to any right, permit, license or authorization with respect to the Premises, and to further evidence the obligations of Lessor, or the rights or obligations of Lessee under this Lease. Lessor shall cooperate in good faith with Lessee in Lessee's efforts to obtain permitting.

24.13 No Waiver. Failure on the part of either party to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by the non-complaining party of any of its rights hereunder. Further, it is

covenanted and agreed that no waiver at any time of any of the provisions shall be construed as a waiver of any of the other provisions hereof and that a waiver at any time of any of the provisions hereof may not be construed as a waiver at any subsequent time of the same provisions. The consent or approval by one party to or of any action by the other requiring the approving party's consent or approval shall not be deemed to waive or render unnecessary such party's consent or approval to or of any subsequent similar act.

24.14 Performance of Other Party's Obligations. If either party hereto fails to perform or observe any of its covenants, agreements or obligations hereunder, in a timely manner after having received notice from the other party, then the other party shall have the right, but not the obligation, at its sole election (but not as its exclusive remedy) to perform or observe the covenants, agreements or obligations which are asserted to have not been performed or observed at the expense of the failing party and to recover all costs or expenses incurred in connection therewith.

24.15 Counterparts. This Lease may be executed in any number of counterparts by one or more parties hereto. A signed facsimile or PDF of this agreement or counterpart with original signatures or facsimile or PDF signatures shall have the same binding legal effect as an original of this agreement or original counterparts, with original signatures would have.

24.16 Amendments. This Lease may not be amended except by written instrument signed on behalf of each of the parties.

24.17 All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of any provided by this Lease, shall be in writing and shall be deemed effective when personally delivered to the address of the party to receive such notice set forth below or, whether actually received or not, when deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, addressed to the Party at their address set forth herein, or such other place as it may from time to time designate by written notice to the other.

XXV. Parking: During the Term of this Lease and during Lessee's normal business hours, Lessee, Lessee's employees and patients shall have the right to use the parking spaces (the "Parking Spaces") in the parking lot situated in the Shopping Center (the "Parking Lot"). Lessee acknowledges that its right to use the Parking Spaces is nonexclusive and Lessee, its employees, and patients shall not have the right to reserve or designate any parking places as the same are used by other lessees in the Building, employees of and visitors to the Lessor and its affiliated entities on a first come, first serve basis. The Parking Lot shall at all times remain in the possession, custody, responsibility, and control of Lessor.

XXVI. Assignment and Subletting: Lessee shall not have the right to assign, convey, transfer or encumber its interest in the Lease without the express prior written consent of Lessor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee may assign this Lease or sublease the Premises in whole or in part, upon prior written notice to Lessor,

but without the consent of Lessor to:

- (a) any entity into which or with which Lessee has merged or consolidated;
- (b) any parent, subsidiary, successor, or wholly-owned affiliated entity of Lessee;
- (c) any partnership, limited liability company or other entity, the majority interest of which shall be owned by Lessee or a parent, subsidiary, successor or wholly-owned affiliate entity of Lessee;
- (d) any purchaser of substantially all of Lessee's assets located at the Premises, provided that any such assignee or successor shall agree in writing to assume and perform all of the terms and conditions of this Lease on Lessee's part to be performed from and after the effective date of such assignment or subletting.

Notwithstanding any assignments or subletting, Lessee and any guarantor of Lessee's obligations under this Lease shall at all times remain fully responsible and liable for the payment of the Rent herein and for compliance with all of its other obligations under this Lease. Lessee shall reimburse Lessor for all costs and expenses (including all attorneys' fees and expenses) incurred by Lessor in connection with Lessee's assignment, subletting, transfer or encumbrance of this Lease or any interest therein.

XXVII. Compliance with Law: If the Lessee determines that any term or condition of this Lease becomes violative of the rules, regulations or reimbursement policies of any third-party reimbursement program, any federal or state statute, rule or regulations, administrative or judicial decision, or jeopardizes the tax-exempt status of any corporation that is affiliated with the Lessee, then the Lessee may, at its option, notify Lessor of such term or condition, and the parties agree to negotiate in good faith to alter such term or condition of this Lease so that it no longer violates the same or no longer jeopardizes the tax-exempt status of a corporation or entity that is affiliated with the Lessee, provided that such alteration does not cause any materially adverse financial impact on Lessor.

*****Signature Pages Immediately Follow*****

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DONE AND PASSED at my office in Calcasieu Parish, Louisiana on this 15th day of July 2025, in the presence of the undersigned competent witnesses, and me, Notary Public, after due reading of the whole.

WITNESSES:

**SOUTHWEST LOUISIANA HOSPITAL
ASSOCIATION d/b/a LAKE CHARLES
MEMORIAL HOSPITAL, Lessee**

Jennifer Schelette
Tennifer Schelette

[Printed Name of Witness]

Tammy Kohnke
Tammy Kohnke

[Printed Name of Witness]

BY: Devon Hyde
Devon Hyde, Its President and CEO

Scott D. Daigle
Scott D. Daigle

[Printed Name of Notary]

NOTARY PUBLIC

Notary Identification No. 128350

EXHIBIT "A"

Description of the Shopping Center: Tracts A & C, Section 38, Township 10 South,
Range 9 West, Calcasieu Parish, Louisiana.

SHOPPING CENTER PLAN

This shopping center plan is presented for the purpose of identifying the approximate location and size of the Building and other improvements presently contemplated by Lessor, and the general location of the Premises with respect thereto.

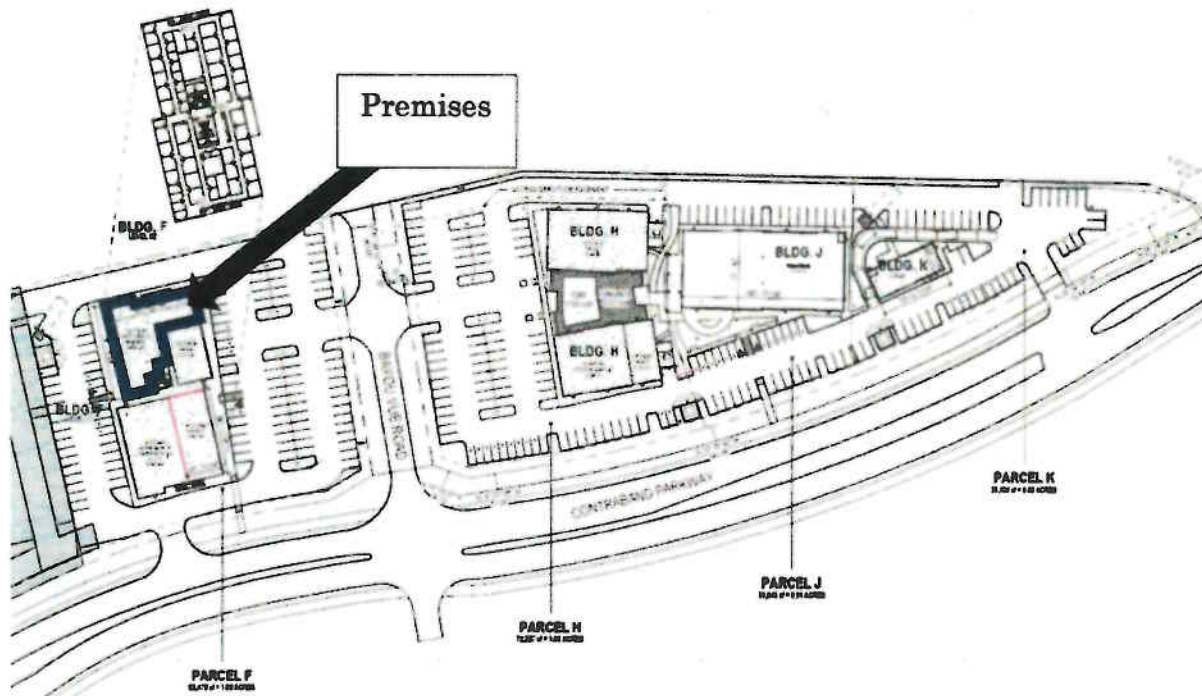


EXHIBIT "B"

CONSTRUCTION: ALLOWANCE TO LESSEE FOR FINISH-OUT

ARTICLE I

CONSTRUCTION OF BUILDING AND OTHER IMPROVEMENTS

A. Lessor has heretofore constructed a shell space within the Shopping Center in which the Premises shall be located. Lessor warrants that there is no further work to be completed by Lessor prior to delivering possession of the Premises to Lessee.

ARTICLE II

GENERAL SPECIFICATIONS

A. All plans, diagrams, schedules, specifications and other data required to be furnished by Lessee (at Lessee's sole expense) under this exhibit must be submitted to Lessor complete, sufficient to obtain a building permit, and ready for Lessor's consideration and final approval within one hundred eighty (180) calendar days after the execution of this Lease. Upon review, Lessor shall, in writing, accept or notify Lessee of its objections to said plans and specifications and general contractor within ten (10) calendar days after receipt.

B. Once said plans and specifications have been approved by Lessor, Lessee shall promptly commence construction (and shall be required to diligently pursue said construction). All such work to be performed by Lessee, including without limitation the work described in Article IV of this Exhibit, is herein referred to as "Lessee's Work".

ARTICLE III

PRE-CONSTRUCTION OBLIGATIONS

A. Lessee shall secure Lessor's written approval of all designs, plans, specifications, contracts and contractors for work to be performed by Lessee before beginning the work, and shall secure (or require its contractors to secure) all necessary licenses and permits required to be issued and maintained in the name of Lessee or its contractors to be used in performing the work. Lessee shall promptly deliver to Lessor via an electronic copy of full set of the finalized plans and specifications. Changes to said plans and specifications shall be made only by written change order describing scope of work and exact cost of same signed by both parties. Lessee's finished work shall be subject to Lessor's approval and acceptance, which shall not be unreasonably withheld, and such approval and acceptance shall be a condition to any reimbursement hereinafter provided.

B. The insurance requirements under Article XI of the Lease and the indemnity requirements under Article XII of the Lease shall apply during the construction contemplated in this exhibit and Lessee shall provide evidence of insurance coverages required to be carried by Lessee under this Lease prior to beginning any of Lessee's Work. Lessee shall provide Lessor with

evidence of insurance reasonably satisfactory to Lessor covering both Lessee and Lessee's contractor and other agents against damage to their personal property, as well as against third party liability, builder's risk and workers' compensation claims arising out of all construction and associated activities. Notwithstanding anything in this Lease to the contrary, all such policies of insurance may be carried by Lessee's contractor instead of by Lessee and shall be endorsed showing Lessor and Lessee as additional insureds (and shall provide a waiver of subrogation against Lessor and Lessee).

C. Prior to the preparation of Lessee's plans, Lessee shall visit the Premises to verify existing conditions and construction to endeavor to ensure that none of Lessee's Work shall be in conflict with any existing or contemplated Lessor or adjacent tenant improvements and construction. In the event Lessee's design requires revisions to Lessor's building, mechanical, electrical or HVAC system(s), either as constructed or as then contemplated, Lessee shall request, in writing, approval for such revision(s) and, if approved by Lessor, which approval shall not be unreasonably withheld, Lessor shall promptly perform the necessary work to accommodate Lessee's request, and Lessee shall reimburse Lessor for the direct, documented cost incurred by Lessor for such work.

ARTICLE IV

DESCRIPTION OF LESSEE'S WORK

A. Signs: Lessee shall pay for all signs and the installation thereof, including electrical hook-up.

B. Utilities: All meters or other measuring devices including water submeters in connection with utility service shall be provided by Lessee. Lessor shall provide all connections to any utility service provided by Lessor. All service deposits shall be made by Lessee at Lessee's expense.

C. Store Front: Lessee shall be responsible for the store front, exterior doors and weatherproofing to the extent not already in place upon the initial delivery of the Premises to Lessee.

D. Interior Work: The work to be done by Lessee shall include, but not be limited to, the purchase, installation and/or performance of the following:

1. Adequate electrical service, panel, wiring, and fixtures.
2. Demised partition(s) as required by existing conditions to separate the Premises from other lease space(s), such partitions to be built to the bottom of the roof decks. Partition shall be at least one-hour fire rated gyprock wall with 5/8" gypsum board on both sides of 6" metal studs, with R-19 batt insulation between the gypsum boards. The exterior side is not to be taped and bedded. A break metal wall cap to match storefront metal shall be installed at the storefront.

3. Interior partitions, including finishing, electrical wiring, and connections within the Premises.
4. 2' x 4' lay-in lights in adequate number to provide a minimum of 70-foot candle lighting throughout the Premises; plus light covers and special hung or furred ceilings.
5. Heating/air conditioning and ventilation equipment (adequate to provide at least a 25-degree differential) including electrical and gas hook-up ductwork and roof penetrations.
6. Interior painting.
7. Store fixtures and furnishings.
8. Display window enclosures.
9. Plumbing fixtures within the Premises.
10. 2' x 2' drop ceiling and 5-1/2" batt insulation, installed above ceiling tiles and no lower than the storefront glass.
11. Floor covering as Lessor may approve, which approval shall not be unreasonably withheld.
12. All telephone equipment for the Premises.
13. Fire protection; Flush mounted concealed type with drop off caps or such other as Lessor may approve to comply with NFPA 13.

E. All work undertaken by Lessee shall be done at Lessee's expense, in a good and workmanlike manner and in conformance with all building code(s) and other governmental requirement(s) applicable thereto, and shall not damage the Building or any part thereof. Any roof penetration shall be performed by Lessor's roofer or, at Lessor's option, by a bonded roofer approved in advance by Lessor. The work shall be begun only after Lessor has given consent, which consent shall in part be conditioned upon Lessee's plans but shall not be unreasonably withheld, which must include materials reasonably acceptable to Lessor and spread the weight of the equipment being installed in order to prevent damage to the roof. Lessee shall also be responsible for obtaining, and paying for, professional inspections of any structural work and/or mechanical work (including, without limitation, any roof work or concrete work), as may be necessary in connection therewith.

ARTICLE V

LESSEE'S WORK CREDIT

Subject to the terms of this Article V, Lessee shall be entitled to receive a credit against Rent in an amount of \$350,000 (the "Lessee's Work Credit"), as a credit toward the costs of

Lessee's Work completed in accordance with the plans and specifications therefore approved by Lessor in accordance herewith, including the cost of preparation of such plans and specifications, and all labor, materials, permits and fees in connection therewith (but excluding any costs associated with Lessee's furniture, equipment or similar personal property of Lessee). Lessee acknowledges and agrees that, in the event the cost of Lessee's Work is less than the Lessee's Work Credit, then any unused portions of the Lessee's Work Credit shall be forfeited and Lessee shall not be entitled to any credit therefor. Additionally, Lessee acknowledges and agrees that, in the event the cost of Lessee's Work is more than the Lessee's Work Credit, then all such costs in excess of the Lessee's Work Credit shall be borne solely by Lessee. Notwithstanding the terms and provisions hereof with respect to the Lessee's Work Credit, all costs and expenses due in connection with the Lessee's Work shall be paid by Lessee to each contractor and/or subcontractor as and when due, and in no event shall Lessee permit any lien to be placed upon the Premises and/or any portion of the Shopping Center.

Lessor shall provide to Lessee the Lessee's Work Credit in the manner described in this paragraph below. Lessee shall not become entitled to the Lessee's Work Credit until the Lessee's Work has been substantially completed in accordance herewith, Lessor has reasonably approved of same (which approval shall not be unreasonably withheld or delayed), and Lessee has caused to be delivered to Lessor a certificate of occupancy from the appropriate governmental authority(ies). The phrase "substantial completion" or "substantially complete" shall mean that Lessee's Work has been completed in accordance with the approved plans and specifications therefor (and, if required by Lessor, Lessor has received a certification issued by Lessor's architect certifying to same, which certification shall not be unreasonably withheld or delayed), except for such minor and inconsequential items to be thereafter completed as noted in the punch list, if any, to be agreed upon between Lessor and Lessee. Lessee's entitlement to the Lessee's Work Credit shall be further conditioned and contingent upon satisfaction of each and all of the following conditions: (1) Lessor's receipt of reasonably adequate documentation for any and all costs and expenses of Lessee's Work, together with evidence of Lessee's payment of all such costs and expenses, and final, unconditional lien waivers/releases from all contractors, subcontractors and suppliers in connection with all such Lessee's Work, in a reasonably acceptable lien release form (it being agreed that Lessee shall make all such payments prior to any application of the Lessee's Work Credit being made by Lessor); (2) all other reasonably necessary documentation supporting the foregoing, including reasonably identifying the work related thereto and reasonably evidencing the completion of the work related thereto (including, without limitation, reasonably adequate documentation and statements from contractors, subcontractors or materialmen supporting the amount sought to be paid under such request and providing reasonable information about the work related thereto); and (3) Lessee shall have opened for business. Lessor shall, at its sole cost and expense, be entitled to independently verify the information referred to in subsections (1) and (2) above, and may require reasonable additional information or documentation from Lessee with respect thereto (provided, that any inspection of the Lessee's Work by Lessor and/or any approval by Lessor of any request with regard to the Lessee's Work Credit shall not constitute a representation or warranty of Lessor that Lessee's Work is adequate for any use, purpose or condition or that Lessee's 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 Lessor, which consent shall not be unreasonably withheld or delayed, for purposes of facilitating application of the

Lessee's Work Credit, as set forth herein). Upon full compliance and completion of the foregoing, the Lessee's Work Credit shall be applied to Minimum Guaranteed Rental as such Rent becomes due under this Lease, and the unapplied portion of the Lessee's Work Credit shall begin accruing interest at an annual rate of five percent (5%) until such time that the applicable Lessee's Work Credit has been fully applied or otherwise paid by Lessor as hereinafter set forth. Lessor reserves the right at any time to pay to Lessee the then-existing balance of the Lessee's Work Credit, in which event the Lessee's Work Credit shall be deemed to be fully applied.

EXHIBIT "C"

SOUTHWEST LOUISIANA HOSPITAL ASSOCIATION d/b/a LAKE CHARLES MEMORIAL BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective as of the Effective Date of the Lease, by and between **Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital**, a non-profit corporation organized under the laws of Louisiana, and Marcel Contraband Pointe, LLC.

In consideration of the mutual covenants contained in this Agreement and intending to be legally bound, the parties agree as follows:

Section 1. Definitions

- (a) **Business Associate.** "Business Associate" shall mean: Marcel Contraband Pointe, LLC.
- (b) **Covered Entity.** "Covered Entity" shall mean: **Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital.**
- (c) **Privacy Regulations.** "Privacy Regulations" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- (d) **Security Regulations.** "Security Regulations" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C.
- (e) **Secretary.** "Secretary" shall mean the Secretary of the federal Department of Health and Human Services.

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§160.103, 164.304 and 164.501.

Section 2. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law;
- (b) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;

- (c) mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;
- (d) immediately report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, with such reports including at least the following information:
 - (1) the identity of each individual whose information was accessed, acquired or disclosed during the improper use or disclosure;
 - (2) a brief description of what happened;
 - (3) the date of discovery of the improper use or disclosure;
 - (4) the nature of the Protected Health Information that was involved (e.g., social security numbers, date of birth, etc.);
 - (5) any steps individuals should take to protect themselves from potential harm resulting from the improper use or disclosure; and
 - (6) a brief description of what the Business Associate is doing to investigate the improper use or disclosure, to mitigate harm to individuals, and to protect against any further incidents;
- (e) in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (f) make available to Covered Entity Protected Health Information in a Designated Record Set as necessary to allow Covered Entity to satisfy its obligations under 45 C.F.R. §164.524 to provide Individuals with access to their Protected Health Information;
- (g) make available to Covered Entity Protected Health Information in a Designated Record Set for amendment and incorporate any amendments made by Covered Entity in accordance with 45 C.F.R. §164.526 ;
- (h) make available to Covered Entity the information required to allow Covered Entity to provide an accounting of disclosures in accordance with 45 C.F.R. §164.528;
- (i) make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected

Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Regulations;

- (j) to the extent the Business Associate is to carry out one or more of Covered Entity's obligations under the HIPAA Privacy Regulations, comply with the requirements of the Privacy Regulations that apply to the Covered Entity in the performance of such obligations;
- (k) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and otherwise comply with the HIPAA Security Regulations with respect to such electronic Protected Health Information, to prevent uses or disclosures of Protected Health Information other than as provided for by this Agreement; and
- (l) report to Covered Entity any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Section 3. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to the underlying service agreement between the parties, provided that such use or disclosure would not violate the Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(b) Specific Use and Disclosure Provisions

- (1) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (2) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for

the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (3) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. §164.504(e)(2)(i)(B).
- (4) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

Section 4. Obligations of Covered Entity

Covered Entity shall:

- (a) notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information;
- (b) notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information;
- (c) notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Section 5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

Section 6. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the effective date of the underlying services agreement between the parties and shall terminate upon the earlier of:
 - (1) expiration or termination of the underlying services agreement; or

- (2) termination of this Agreement for cause by the Covered Entity as authorized by subsection (b) below.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (1) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - (2) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Section 7. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Regulations or Security Regulations means the section in effect, or as amended.
- (b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations, the Security Regulations, the Health Insurance Portability and Accountability Act, and the HITECH Act and its implementing regulations.

- (c) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Regulations, the Security Regulations, the Health Insurance Portability and Accountability Act, and the HITECH Act.

The parties have caused this Agreement to be executed on the date first written above.

DATE: 7/1/25

**SOUTHWEST LOUISIANA HOSPITAL
ASSOCIATION d/b/a LAKE CHARLES
MEMORIAL HOSPITAL**

WITNESS:



BY:



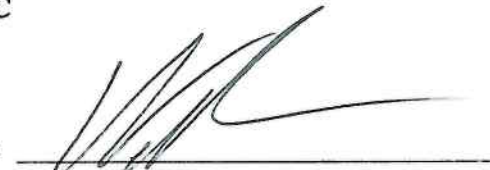
DATE: 7.3.25

**MARCEL CONTRABAND POINTE,
LLC**

WITNESS:



BY:



Contraband Parkway Office Lease Pymt Schedule

Month	Base Rent Due	CAM Due	TI Credit Applied	Total Monthly		Remaining TI Credit	Prepaid Rental	Security Deposit
				Payment				
	\$	\$	\$	\$	\$	\$	15,945.92	15,945.92
Jan-26	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 337,872.50	\$	\$	\$
Feb-26	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 325,745.00	\$	\$	\$
Mar-26	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 313,617.50	\$	\$	\$
Apr-26	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 301,490.00	\$	\$	\$
May-26	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 289,362.50	\$	\$	\$
Jun-26	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 277,235.00	\$	\$	\$
Jul-26	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 265,107.50	\$	\$	\$
Aug-26	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 252,980.00	\$	\$	\$
Sep-26	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 240,852.50	\$	\$	\$
Oct-26	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 228,725.00	\$	\$	\$
Nov-26	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 216,597.50	\$	\$	\$
Dec-26	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 204,470.00	\$	\$	\$
Jan-27	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 192,342.50	\$	\$	\$
Feb-27	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 180,215.00	\$	\$	\$
Mar-27	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 168,087.50	\$	\$	\$
Apr-27	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 155,960.00	\$	\$	\$
May-27	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 143,832.50	\$	\$	\$
Jun-27	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 131,705.00	\$	\$	\$
Jul-27	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 119,577.50	\$	\$	\$
Aug-27	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 107,450.00	\$	\$	\$
Sep-27	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 95,322.50	\$	\$	\$
Oct-27	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 83,195.00	\$	\$	\$
Nov-27	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 71,067.50	\$	\$	\$
Dec-27	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 58,940.00	\$	\$	\$
Jan-28	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 46,812.50	\$	\$	\$
Feb-28	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 34,685.00	\$	\$	\$
Mar-28	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 22,557.50	\$	\$	\$
Apr-28	\$	\$ 3,817.92	\$ 12,127.50	\$ 3,817.92	\$ 10,430.00	\$	\$	\$
May-28	\$ 1,697.50	\$ 3,817.92	\$ 10,430.00	\$ 5,515.42	\$	\$	\$	\$
Jun-28	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Jul-28	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Aug-28	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Sep-28	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Oct-28	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Nov-28	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Dec-28	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Jan-29	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Feb-29	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Mar-29	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Apr-29	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
May-29	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Jun-29	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Jul-29	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Aug-29	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Sep-29	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Oct-29	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Nov-29	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Dec-29	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Jan-30	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Feb-30	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Mar-30	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Apr-30	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
May-30	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Jun-30	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Jul-30	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$
Aug-30	\$ 12,127.50	\$ 3,817.92	\$	\$ 15,945.42	\$	\$	\$	\$

Contraband Parkway Office Lease Pymt Schedule

Month	Base Rent Due	CAM Due	TI Credit Applied	Total Monthly Payment	Remaining TI Credit	Prepaid Rental	Security Deposit
Sep-30	\$ 12,127.50	\$ 3,817.92	\$ -	\$ 15,945.42	\$ -	\$ -	\$ -
Oct-30	\$ 12,127.50	\$ 3,817.92	\$ -	\$ 15,945.42	\$ -	\$ -	\$ -
Nov-30	\$ 12,127.50	\$ 3,817.92	\$ -	\$ 15,945.42	\$ -	\$ -	\$ -
Dec-30	\$ 12,127.50	\$ 3,817.92	\$ -	\$ 15,945.42	\$ -	\$ -	\$ -
TOTALS	\$ 377,650.00	\$ 229,075.20	\$ 350,000.00	\$ 606,725.20		\$ 15,945.92	\$ 15,945.92

STATE OF LOUISIANA

PARISH OF CALCASIEU

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made and entered into as of _____, 2025 (the "Effective Date") by and between by and between **Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital** ("Lessee"), whose address is 1701 Oak Park Boulevard, Lake Charles, Louisiana 70601, Attn: Devon Hyde, President and Chief Executive Officer, and **Marcel Contraband Pointe, LLC**, ("Lessor") whose address is P.O. Box 9556 The Woodlands, Texas 77387, Attn: Vernon Veldekens, appearing herein through its duly authorized Manager, namely Vernon Veldekens.

Recitals:

- A. Lessor is the owner of certain immovable property and improvements situated in Lake Charles, Calcasieu Parish, Louisiana, described in **Exhibit A** (the "Premises").
- B. Lessor and Lessee entered into that certain Medical Office Lease effective as of the Effective Date (the "Lease") and pursuant to the Lease, Lessee has leased the Premises from Lessor.
- C. Lessor and Lessee desire to execute this Memorandum, which is to be recorded so that third parties may have notice of the Lease affecting the Premises, pursuant to the Lease, and to provide Lessor's and Lessee's addresses.

NOW THEREFORE, in consideration of the foregoing recitals, the parties affirm as follows:

- 1. **Term.** The initial term of the Lease is from the Effective Date through December 31, 2030 with the option to extend the Lease for one (1) additional term of five (5) years.
- 2. **Incorporation of Lease Provisions.** The remaining provisions of the Lease are hereby incorporated herein by reference.
- 3. **Conflicts with Lease Agreement.** This Memorandum is only intended to provide notice of the Lease, and the terms of this Memorandum shall not be interpreted to modify or amend the respective rights and obligations of Lessor and Lessee under the Lease or any other agreement, and in the event of any conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.
- 4. **Counterparts.** This Memorandum may be executed in one or more counterparts, all of which shall be deemed an original.

[Signatures on following pages]

DONE AND PASSED at my office in County of _____. State of _____ on this _____ day of _____ 2025, in the presence of the undersigned competent witnesses, and me, Notary Public, after due reading of the whole.

WITNESSES:

MARCEL CONTRABAND POINTE, LLC,
Lessor

BY: _____

Vernon Veldekens, Manager

[Printed Name of Witness]

[Printed Name of Witness]

Luc Vanderwal

[Printed Name of Notary]

NOTARY PUBLIC

Notary Identification No. 132683498



DONE AND PASSED at my office in Calcasieu Parish, Louisiana on this 1st day of July 2025, in the presence of the undersigned competent witnesses, and me, Notary Public, after due reading of the whole.

WITNESSES:

**SOUTHWEST LOUISIANA HOSPITAL
ASSOCIATION d/b/a LAKE CHARLES
MEMORIAL HOSPITAL, Lessee**

Jennifer Schelette
Jennifer Schelette

[Printed Name of Witness]

Tammy Kohnke
Tammy Kohnke

[Printed Name of Witness]

BY: Devon Hyde

Devon Hyde, Its President and CEO

Scott D. Daigle
Scott D. Daigle

[Printed Name of Notary]

NOTARY PUBLIC

Notary Identification No. 128350

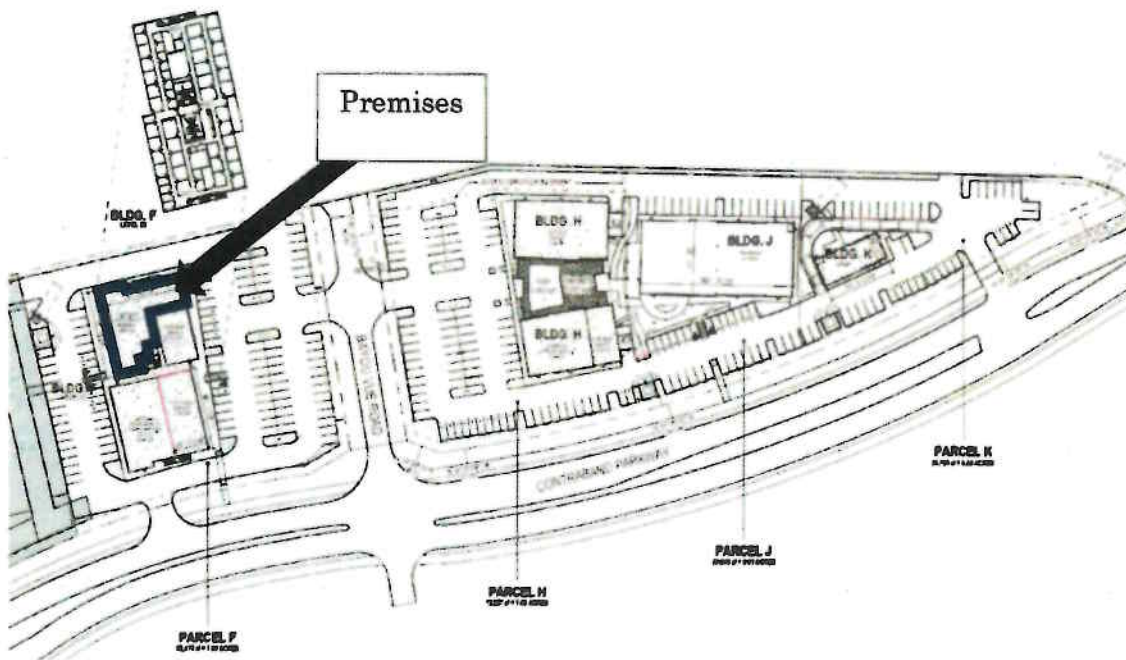
**EXHIBIT A
TO MEMORANDUM OF LEASE**

EXHIBIT "A"

Description of the Shopping Center: Tracts A & C, Section 38, Township 10 South,
Range 9 West, Calcasieu Parish, Louisiana.

SHOPPING CENTER PLAN

This shopping center plan is presented for the purpose of identifying the approximate location and size of the Building and other improvements presently contemplated by Lessor, and the general location of the Premises with respect thereto.



Municipal Address: 3093 Contraband Pkwy., Suite 100, Building F
Lake Charles, LA 70601