

Calcasieu Parish Recording Page

H. Lynn Jones II
Clerk of Court
P.O. Box 1030
Lake Charles, LA 70602
(337) 437-3550

Received From :
STOCKWELL SIEVERT (64)
P.O. BOX 2900
LAKE CHARLES, LA 70602

First MORTGAGOR
MARCEL CONTRABAND POINTE LLC

First MORTGAGEE
FIRST FEDERAL BANK OF LOUISIANA

Index Type : MORTGAGES
Type of Document : SUBORDINATION AGREEMENT

File Number : 3578235
Book : 6371 Page : 296

Recording Pages : 6

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Calcasieu Parish, Louisiana.

On (Recorded Date) : 07/14/2025
At (Recorded Time) : 1:52:19PM



Deputy Clerk

Doc ID - 037078630006

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P.O. BOX 2900
LAKE CHARLES, LA 70602

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 July 1, 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 July 1, 2025, recorded July 11, 2025, in Conveyance Book 4716, Page 223, bearing Clerk's File No. 3578045, (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,

51. "Lease" non exhibit A

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 10th day of July 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

Crystal Reyes
Crystal Reyes
[Printed Name of Witness]

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

Anna Breaux
Anna Breaux
[Printed Name of Witness]

Robert J. Tête
Robert J. Tête
[Printed Name of Notary]
NOTARY PUBLIC
Notary Identification No. 8301

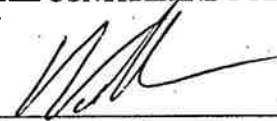
DONE AND PASSED at my office in County of _____, State of _____
on this _____ day of _____ 2025, in the presence of the undersigned competent
witnesses, and me, Notary Public, after due reading of the whole.


WITNESSES:

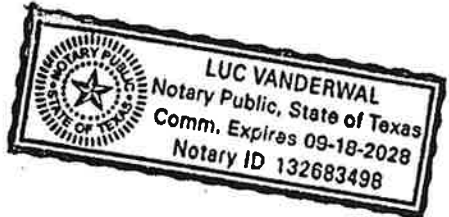
~~CV~~

[Printed Name of Witness]

[Printed Name of Witness]

MARCEL CONTRABAND POINTE, LLC,
Lessor
BY: 
Vernon Veldekens, Manager


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