

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAKE CHARLES DIVISION**

**IN RE:**

**MARCEL CONTRABAND POINTE, LLC**

**CASE NO. 25-20568**

**DEBTOR<sup>1</sup>**

**CHAPTER 11**

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**BID PROCEDURES**

**Overview**

On November 7, 2025 Marcel Contraband Pointe, LLC, as debtor and debtor in possession in the above-captioned chapter 11 case (“Debtor”), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtor is authorized to continue to operate its business and manage its properties as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

Thereafter, on December [●], 2025 , the United States Bankruptcy Court for the Western District of Louisiana entered an order (Docket No. [●]) (the “Auction Order”),<sup>2</sup> which, among other things, authorized the Debtor to solicit bids and approved these procedures (the “Bid Procedures”) for the consideration of the highest and best offer for certain of the Debtor’s assets on the terms and conditions set forth herein.

These Bid Procedures set forth the process by which the Debtor is authorized to conduct a sale process (including an auction) for the sale (the “Sale”) of all of Debtor’s assets related to Marcel Contraband Pointe, consisting of approximately 8.6 acres of mixed-use commercial real estate situated at the intersection of Nelson Road and Contraband Bayou in Lake Charles, Louisiana (collectively, the “Property”). The Sale of the Property (the “Sale Transaction”) may be effectuated pursuant to section 363 of the Bankruptcy Code.

These Bid Procedures describe: (i) how to submit bids for the Property; (ii) how bidders and bids become Qualified Bidders and Qualified Bids (each as defined herein); (iii) the conduct of an Auction; and (iv) the selection of the Successful Bidder and Court approval thereof.

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<sup>1</sup> The Debtor’s address is 3093 Contraband Pkwy, Lake Charles, LA 70601. The last four digits of the Debtor’s taxpayer identification number are 0527.

<sup>2</sup> Capitalized terms not otherwise defined shall have the respective meanings ascribed to them in the Auction Order or the Motion therefor, as applicable.

### **Summary of Important Dates**

<b>Event/Deadline</b>	<b>Date</b>
Qualified Bid Deadline	January 21, 2026, at 5:00 p.m. CT
Auction	January 28, 2026, at 10:30 CT
Notice of Auction Results	January 29, 2026, at 5:00 CT
Supplement the Motion with proposed Sale Order	January 29, 2026
Sale Hearing	February 4, 2026, at 10:30 CT
Closing Deadline	January 11, 2026

### **Assets to Be Sold**

The Property available for sale is described with more particularity in Exhibit “B” to the Motion, [Docket No. 29.1] filed in Case No. 25-20568 in the U.S. Bankruptcy Court for the Western District of Louisiana, an extract of which is attached to these Bid Procedures as Schedule 1.

### **Marketing Efforts**

The Property was initially financed through First Federal Bank (“First Federal”), and Debtor and First Federal agreed to institute this sale process to avoid a foreclosure on the Property. As a result of Debtor’s negotiations with First Federal, First Federal executed a Restructuring Support Agreement (“RSA”) [Doc. No. 5] with the Debtor, under which First Federal agreed to serve as the Stalking Horse Bidder for the purchase of the Property.

To maximize market participation, Debtor has advertised the sale on LoopNet, an online marketplace for commercial real estate listings, which includes ad exposure and visibility to potential investors and purchasers. Debtor will advertise with LoopNet’s Gold Tier to maximize its reach in marketing the sale of the Property.

### **Due Diligence**

Until the Auction is concluded, Debtor will provide parties reasonable access to any other additional information that the Debtor believes to be reasonable and appropriate under the circumstances. Any party interested in submitting a bid should contact Debtor’s counsel at Gold, Weems, Bruser, Sues & Rundell, Attn: Bradley Drell (email: [bdrell@goldweems.com](mailto:bdrell@goldweems.com))

Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtor and its advisors regarding the ability of such Potential Bidder to

consummate its contemplated transaction. Once an interested party is deemed a Potential Bidder, its identity may be disclosed to the Stalking Horse Bidder.

### **Stalking Horse Bidder and Bid Protections**

Debtor, in its business judgment and in consultation with Debtor's professionals, has designated First Federal as Stalking Horse Bidder. Debtor and the Stalking Horse Bidder have executed the RSA which contemplates this Stalking Horse arrangement, and consulted on the bid procedures herein. As consideration for the Property, the Stalking Horse Bidder has submitted a proposed cash purchase price of **\$15,000,000.00**

Debtor has requested, and the Court has approved, the following Stalking Horse Bid Protections:

- (A) a minimum initial overbid increment of **\$130,000.00**, such that the minimum opening bid will be valued by the Debtor at a minimum of **\$15,130,000.00** (the "Initial Overbid"); and
- (B) minimum bid increments thereafter of valued by the Debtor at a minimum of **\$50,000.00** (the "Bid Increase").

For all purposes under these Bid Procedures, the Stalking Horse Bidder shall be a Qualified Bidder, and its Stalking Horse Bid shall be considered a Qualified Bid. Subject to the other provisions of the Bid Procedures, if the Stalking Horse Bid is the only Qualified Bid received by the Debtor by the Bid Deadline, the Stalking Horse Bidder may be declared the Successful Bidder without an Auction taking place.

### **Auction Qualification Procedures**

#### **Bid Deadline**

A Potential Bidder that desires to make a bid shall deliver a written or electronic copy of its conforming bid so as to be received no later than **January 21, 2026, at 5:00 p.m. CT** (the "Bid Deadline"). Any party that does not submit a bid by the Bid Deadline may not be allowed to participate in the Auction for the Assets.

#### **Form and Content of Qualified Bids**

A "Bid" is a signed binding document from a Potential Bidder received by the Bid Deadline that identifies the purchaser by its legal name (including any equity holders or other financial backers, if formed for the purpose of submitting bids or consummating a Sale Transaction), and any other party that will be participating in connection with the bid or the Sale Transaction.

Each Bid for the Property must provide cash or other consideration valued by the Debtor, in consultation with First Federal, that meets or exceeds the Initial Overbid amount of **\$15,130,000.00**.

In addition to the signed Proposed PSA, a Potential Bidder must accompany its Bid with:

- (A) a Deposit (as defined herein);
- (B) the contact information for the Potential Bidder, including an authorized representative's name, telephone number, mailing address, and email address;
- (C) written evidence of available cash, a commitment for financing (not subject to any conditions), and such other evidence of ability to consummate the transaction, including payment of the purchase price and the provision of adequate assurance of future performance under all contracts to be assumed and assigned in such transaction, which must be acceptable to the Debtor in its business judgment; and
- (D) a copy of a board resolution or similar document demonstrating the authority of the Potential Bidder to make a binding and irrevocable bid on the terms proposed and to consummate the transaction.

The submission of a Bid shall constitute a binding and irrevocable offer to acquire the Assets.

#### Potential Bidder's Representations and Warranties

By submitting a Bid, a Potential Bidder represents that the Bid is formal, binding, and unconditional, is not subject to any further due diligence or financing contingency, and is irrevocable until the first business day following the closing of the proposed Sale Transaction, except as otherwise provided in these Bid Procedures. By submitting a Bid, a Potential Bidder also represents and warrants that the Potential Bidder:

- (A) had an opportunity to conduct all necessary due diligence regarding the Property prior to submitting its Bid;
- (B) relied solely upon its own independent review, investigation, and/or inspection of any relevant documents and the assets in making its Bid and did not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Assets or the completeness of any information provided in connection therewith;
- (C) agrees to serve, if chosen, as a Back-Up Bidder (as defined herein);
- (D) has not engaged in any collusion with respect to the submission of its Bid; and
- (E) agrees to be bound by the terms of these Bid Procedures.

#### Deposit

To qualify as a Qualified Bid (as defined herein), each Bid must be accompanied by (i) a good faith cash deposit in the amount of **\$100,000** (the "Deposit") prior to the Bid Deadline, to be deposited in the IOLTA Account of Debtor's Counsel, Gold Weems, where it will be held in escrow,

or (ii) an irrevocable letter of credit in the amount of \$100,000 that is deemed acceptable by the Debtor.

The Stalking Horse Bidder shall be exempted from any and all deposit requirements.

### **Pre-Auction Procedures**

#### **Review of Bids**

A bid received for the Property that is determined by the Debtor, after consultation with First Federal, to meet the Bid requirements will be considered a “Qualified Bid.” The Debtor reserves the right to work with any Bidder in advance of the Auction to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid.

#### **Designation of Qualified Bids**

Debtor and the Stalking Horse Bidder will decide which bids are Qualified Bids. The Debtor will notify Potential Bidders whether they have been selected as Qualified Bidders no later than **January 21, 2026, at 5:00 p.m. CT**, the Qualified Bid Designation Deadline, and will also provide the Stalking Horse Bidder any Qualified Bids at that time.

The Stalking Horse Bid is deemed to be a Qualified Bid. If no additional Qualified Bid is received by the Bid Deadline, the Debtor will not conduct the Auction and shall file and serve a notice indicating that no additional Qualified Bid has been received, and that the Stalking Horse Bidder is deemed the Successful Bidder.

#### **Designation of the Baseline Bid**

If there are two or more Qualified Bids, the Debtor shall determine the highest and best Qualified Bid (the “Baseline Bid,” and such bidder, the “Baseline Bidder”) to serve as the opening bid at the Auction (which may or may not be the Stalking Horse Bidder). This assessment may take into consideration the following non-binding factors: (A) the value to be provided to the Debtor under the Bid, including the net economic effect on the Debtor’s estate; (B) the execution risk, including availability of financing and financial wherewithal to meet all commitments; and (C) any other factors the Debtor may reasonably deem relevant after consultation with First Federal.

By **January 21, 2026, at 5:00 p.m. CT**, the Baseline Bid Designation Deadline, the Debtor shall (A) file a notice of the Baseline Bid on the Court’s docket.

### **Auction Procedures**

If there are two or more Qualified Bids, the Debtor shall conduct an Auction with respect to the Qualified Bids. The Auction, if required, shall be conducted on **January 28, 2026, at 10:30 a.m. CT** the office of Debtor’s counsel, Gold Weems, at 2001 MacArthur Drive, Alexandria, LA 71301. All bids in the Auction will be made and received on an open basis. Qualified Bidders must attend the auction in person.

At the Auction, Qualified Bidders (including the Stalking Horse Bidder) will be permitted to increase their bids. Bidding will start at the purchase price and terms proposed in the Baseline Bid, and will proceed thereafter in minimum Bid Increase increments of **\$50,000** in cash or other consideration, as valued by the Debtor. At the Auction, Qualified Bidders will be permitted what Debtor reasonably determines to be an appropriate amount of time to respond to the previous bid.

Prior to the conclusion of the Auction, the Debtor, will (i) determine the highest or best offer (the “Successful Bid”); (ii) determine which Qualified Bid is the next highest or best bid (the “Back-Up Bid”); and (iii) notify all Qualified Bidders participating in an Auction, prior to its conclusion, of the successful bidder (the “Successful Bidder”), the amount and other material terms of the Successful Bid, and the identity of the party that submitted the Back-Up Bid (the “Back-Up Bidder”).

### **Post-Auction Process**

Within one (1) calendar day after the close of the Auction, the Debtor shall file with the Bankruptcy Court notice of the Successful Bid and the Successful Bidder, and, if applicable, the Back-Up Bid and the Back-Up Bidder. The Successful Bid may not be assigned to any party without the consent of the Debtor.

The Back-Up Bid shall remain open and irrevocable until the consummation of the transaction with the Successful Bidder. If the transaction with the Successful Bidder is terminated, the Back-Up Bidder shall be deemed the Successful Bidder and shall be obligated to consummate the Back-Up Bid as if it were the Successful Bid.

### **Treatment and Return of Deposits**

#### **Potential Bidders**

Within three (3) business days after the Qualified Bid Designation Date, Debtor’s Counsel Gold Weems shall return the respective Deposit to each Potential Bidder that was determined by Debtor not to be a Qualified Bidder. Upon the authorized return of such Potential Bidder’s Deposit, the Bid of such Potential Bidder shall be deemed revoked and no longer enforceable.

#### **Qualified Bidders**

Within three (3) business days after the consummation of the transaction with the Successful Bidder or Back-Up Bidder, Debtor’s Counsel Gold Weems shall return the respective Deposit to each Qualified Bidder that was not selected as the Successful Bidder or Back-Up Bidder.

Upon notification by Debtor that the Successful Bidder (or Back-Up Bidder) has breached or failed to consummate the transaction, its deposit will continue to be held in trust pending further Order of the Court.

#### **The Successful Bidder**

The Deposit of the Successful Bidder shall be applied against the cash portion of the purchase price of such Successful Bidder upon the consummation of the transaction proposed in the Successful Bid.

### **Consent to Jurisdiction and Authority as Condition to Bidding**

All Potential Bidders (including the Stalking Horse Bidder) shall be deemed to have (i) consented to the core jurisdiction of the Bankruptcy Court to enter any order or orders, which shall be binding in all respects, in any way related to the Bid Procedures, an Auction, or the construction and enforcement of any agreement or any other document effectuating the Sale Transaction, (ii) waived any right to a jury trial in connection with any disputes relating to the Bidding Procedures, an Auction, or the construction and enforcement of any agreement or any other document effectuating the Sale Transaction, and (iii) consented to the entry of a final order or judgment in any way related to the Bidding Procedures, an Auction, or the construction and enforcement of any agreement or any other document relating to the Sale Transaction if it is determined that the Bankruptcy Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties.

### **Fiduciary Out**

Nothing in these Bid Procedures will require the officers or management of a Debtor to take or to refrain from taking any action with respect to these Bid Procedures, to the extent it is reasonably determined in good faith, in consultation with counsel, that taking such action, or refraining from such action, is required to comply with applicable law or fiduciary obligations; provided however that any such action must be approved by the Bankruptcy Court after notice to the impacted parties and a hearing.

**Schedule 1**  
**Assets**



First Federal Bank of Louisiana  
Lake Charles, Louisiana 70601

DATE DOWN TITLE REPORT: **MARCEL CONTRABAND POINTE LLC**

DESCRIPTION:

1. Immovable property situated in Calcasieu Parish, Louisiana, together with all buildings and improvements thereon, more fully described as follows:

Two (2) certain tracts or parcels of ground being described as Tract "C-1" and "C-2" as shown on that certain resubdivision map entitled "Contraband Pointe-Tracts "C-1", "C-2", "D" & "E", a resubdivision of Contraband Pointe of a Portion of Block 18 of Barbe Properties, LLC, in Section 38, Township 10 South, Range 9 West, Calcasieu Parish, Louisiana" recorded December 17, 2018 with the Clerk and Recorder of Mortgages for Calcasieu Parish, Louisiana, in Plat Book 55, Page 78, Instrument #3339157.

An undivided one-half interest in that certain tract or parcel of ground being described as Tract "E" as shown on that certain resubdivision map entitled "Contraband Pointe-Tracts "C-1", "C-2", "D" & "E", a resubdivision of Contraband Pointe of a Portion of Block 18 of Barbe Properties, LLC, in Section 38, Township 10 South, Range 9 West, Calcasieu Parish, Louisiana" recorded December 17, 2018 with the Clerk and Recorder of Mortgages for Calcasieu Parish, Louisiana, in Plat Book 55, Page 78, Instrument #3339157.

2. Immovable property situated in Calcasieu Parish, Louisiana, together with all buildings and improvements thereon, more fully described as follows:

That certain tract or parcel of ground being described as being approximately 6.00 acres more or less as shown on that certain map entitled "Contraband Pointe-Tract "A", a Resubdivision of Contraband Pointe of a Portion of Block 18 of Barbe Properties, LLC, in Section 38, Township 10 South, Range 9 West, Calcasieu Parish, Louisiana", prepared by Morrison Engineering, Inc., dated May 22, 2018 and recorded May 24, 2018 with the Clerk and Recorder of Mortgages for Calcasieu Parish, Louisiana at Book 54, page 21, Instrument no. 3317239, together with all buildings, improvements, easements, servitudes, appurtenances, rights, privileges belonging or appertaining to the property, including but not limited to, any land lying in the bed of any street, road or avenue, opened or proposed, adjoining the property and any and all rights and claims, whether personal or real, against third parties arising out of any damages of any type to said property or in any other manner including, but not limited to, the right to enforce obligations regarding the past, present or future environmental condition of said property.

**First Federal:**

Limiting this opinion to the facts disclosed by a personal review of courthouse records covering title from March 31, 2022 through October 24, 2024, and subject to the exceptions, comments, criticisms, and requirements noted herein, we are of the opinion that on October 24, 2024, valid and merchantable title to the above-described property was vested in **MARCEL CONTRABAND POINTE, LLC, a Texas limited liability company**, who acquired by act of contribution dated March 31, 2022 recorded under registry number 3465840 in Conveyance Book 4504 at page 680 from CONTRABAND INVESTORS, LLC, a Louisiana limited liability company

The personal review of courthouse records reveal that the property is affected by the following recorded encumbrances:

1. A multiple indebtedness mortgage dated August 22, 2022 executed by Marcel Contraband Pointe, LLC, a Texas limited liability company, in favor of First Federal Bank of Louisiana in the initial amount of \$15,556,310.00 with a maximum amount of \$50,000,000.00 recorded August 23, 2022 under registry number 3482343 in Mortgage Book 5980 at page 702. prior to which a No Work Affidavit dated August

- 23, 2022 recorded on August 23, 2022 under registry number 3482342 in Mortgage Book 5980 at page 700 was recorded.
2. A pledge of leases and rents dated August 22, 2022 executed by Marcel Contraband Pointe, LLC, a Texas limited liability company, in favor of First Federal Bank of Louisiana recorded August 23, 2022 under registry number 3482344 in Mortgage Book 5980 at page 718.
  3. A statement of claim and privilege dated February 19, 2024 filed by CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$9,727.92 recorded February 20, 2024 under registry number 3532012 in Mortgage Book 6180 at page 390.
  4. A statement of claim and privilege dated March 27, 2024 filed by PAI READY MIX LLC against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$101,992.33 recorded April 4, 2024 under registry number 3536088 in Mortgage Book 6197 at page 271.
  5. A statement of claim and privilege dated April 23, 2024 filed by STEELTECH or FORTEFIED STEEL, LLC against MARCEL CONTRABAND POINTE, LLC in the amount of \$75,075.90 recorded April 24, 2024 under registry number 3537957 in Mortgage Book 6205 at page 6205 at page 1.
  6. An undated statement of private works act lien and privilege filed by EMPIRE DIRTWORKS, LLC against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$197,050.12 recorded May 3, 2024 under registry number 3538896 in Mortgage Book 6209 at page 149.
  7. A statement of claim and privilege dated May 23, 2024 filed by BFS GROUP LLC d/b/a PANEL TRUSS (indexed as BSF GROUP LLC and sometimes misspelled) against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$299,636.02 recorded under registry number 3540678 in Mortgage Book 6216 at page 218.
  8. A statement of claim and privilege dated May 28, 2004 filed by BFS GROUP LLC d/b/a PANEL TRUSS against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$299,636.02 recorded May 28, 2024 under registry number 3540907 in Mortgage Book 6217 at page 106.
  9. A statement of claim and privilege dated June 13, 2024 filed by HARTMAN BUILDING SPECIALTIES, LTD against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$20,321.27 and \$500.00 recorded June 14, 2024 under registry number 3542676 in Mortgage Book 6224 at page 733.
  10. A statement of claim and privilege dated June 24, 2024 filed by OLM GIFTS, INC. d/b/a MUELLER MASONRY, INC. against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$334,179.06 recorded June 24, 2024 under registry number 3543340 in Mortgage Book 6227 at page 774.
  11. A statement of claim and privilege dated June 27, 2024 filed by AMERICAN BUILDERS AND CONSTRUCTORS SUPPLY CO., INC., against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$139,500.11 recorded June 27, 2024 under registry number 3544592 in Mortgage Book 6229 at page 740.
  12. A statement of claim and privilege dated July 3, 2024 filed by PAI READY MIX LLC against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$68,173.87 recorded July 8, 2024 under registry number 3545527 in Mortgage Book 6234 at page 382.

13. A statement of claim and privilege dated July 16, 2024 filed by ALLSTAR PLUMBING & MAINTENANCE LLC against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$42,630.00 recorded July 17, 2024 under registry number 3546508 in Mortgage Book 6238 at page 279.
14. A statement of claim and privilege dated July 16, 2024 filed by ALLSTAR PLUMBING & MAINTENANCE LLC against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$190,634.05 recorded July 17, 2024 under registry number 3546509 in Mortgage Book 6238 at page 286.
15. A statement of lien and privilege dated July 16, 2024 filed by ALLSTAR PLUMBING & MAINTENANCE LLC against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$60,198.00 recorded July 17, 2024 under registry number 3546510 in Mortgage Book 6238 at page 315.
16. A statement of lien and privilege dated July 16, 2024 filed by ALLSTAR PLUMBING & MAINTENANCE LLC against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$164,205.60 recorded July 17, 2024 under registry number 3546511 in Mortgage Book 6238 at page 324.
17. A statement of claim and privilege dated July 19, 2024 filed by RHINO RHENOVATORS LLC against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$837,266.37 recorded July 24, 2024 under registry number 3547087 in Mortgage Book 6240 at page 891.
18. A statement of claim and privilege dated July 19, 2024 filed by RHINO RHENOVATORS, LLC against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$81,660.00 recorded July 24, 2024 under registry number 3547088 in Mortgage Book 6240 at page 896.
19. A statement of lien and privilege dated August 25, 2024 filed by CRAWFORD ELECTRIC SUPPLY COMPANY, INC. against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$79,177.62 recorded August 15, 2024 under registry number 3548987 in Mortgage Book 6248 at page 714.
20. A statement of lien and privilege dated September 18, 2024 filed by MPB CONSTRUCTION LLC against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$31,463.41 recorded September 18, 2024 under registry number 3551678 in Mortgage Book 6259 at page 867.
21. A statement of claim and privilege dated September 19, 2024 filed by CHARLIES ELECTRIC, LLC against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$398,577.66 recorded September 19, 2024 under registry number 3551865 in Mortgage Book 6260 at page 567.
22. A statement of claim and privilege dated October 15, 2024 filed by MJ FLOORING, LLC against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$38,334.80 recorded October 24, 2024 under registry number 3555475 in Mortgage Book 6274 at page 851.
23. A statement of claim and privilege dated October 15, 2024 filed by MJ FLOORING, LLC d/b/a MODERN VIEWS, LLC and MODERN VIES LANDSCAPING against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$172,230.28 recorded October 24, 2024 under registry number 3555477 in Mortgage Book 6274 at page 874.
24. A statement of claim and privilege dated October 15, 2024 filed by MJ FLOORING, LLC against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$58,459.10 recorded October 24, 2024 under registry number 3555478 in Mortgage Book 6274 at page 897.

25. A statement of lien and privilege dated October 15, 2024 filed by MJ FLOORING, LLC against MARCEL CONTRABAND POINTE, LLC in the principal amount of \$138,015.50 recorded October 24, 2024 under registry number 3555480 in Mortgage Book 6275 at page 1.

A verification with the Parish tax collector shows that Parish and City taxes on the property have been paid through the year 2024. (Assessment Nos. 00087556F and 00087556I). The taxes are collected through Calcasieu Parish Sheriff, Ex-Officio and Tax Collector. For 2025, the property will be assessed to **MARCEL CONTRABAND POINTE, LLC, a Texas limited liability company**, on the Ward 3L tax rolls of Calcasieu Parish.

This opinion is subject to the following exceptions, comments, criticisms, and requirements:

1. Title to minerals has not been examined.

REQUIREMENT: None.

2. A notice of termination of work dated August 20, 2024 filed on August 23, 2024 under registry number 3549621 in Mortgage Book 6251 at page 268. No notice of contract or contract had been recorded. Accordingly, pursuant to LSA-R.S. 9:4822, the liens listed as Number 22, 23, 24 and 25 which were filed over sixty days later are untimely liens.

REQUIREMENT: For informational purposes.

3. A part of the property is affected by a lease evidenced by a memorandum of lease dated June 11, 2024 recorded June 12, 2024 under registry number 3542427 in Conveyance Book 4647 at page 637.

REQUIREMENT: For informational purposes.

4. The property is affected by servitudes, rights of way, and mineral rights without surface rights referred to in the lender's title policy issued by FIRST AMERICAN bearing Policy Number 5211322-0076351e.

REQUIREMENT: None. Your applicant should become familiar with the servitudes, rights of way and mineral rights and location of same inasmuch as same will affect what use may be made of the property.

5. This opinion is without reference to any matters which are not disclosed by a current survey unless otherwise noted herein, including, without limitation, the encroachment of fences, driveways, or buildings or the existence and/or actual location of utility easements, pipeline easements and/or servitudes of any nature whatsoever, whether or not disclosed in this opinion.

6. This certification of title does not include any matters which might be revealed by an investigation of the following:

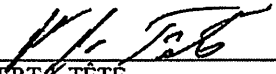
- (a) Exercise of governmental zoning authority;
- (b) Any unrecorded levies or liens for (1) taxes; (2) public improvements (sewerage, paving, etc.); (3) private improvements (labor, materials, etc.);
- (c) The proposed route of any servitudes for streets, roads, pipelines, utilities or other purposes;
- (d) The location of any part of the property under a navigable body of water;
- (e) Environmental matters (liens, etc.) not disclosed by the public records;

- (f) Inheritance rights of undisclosed illegitimate children;
- (g) Examination of the present or any proposed Federal Flood Zone Map;
- (h) Determination of whether or not this property, or any part thereof, falls within the definition of "Wetlands", as defined by federal law.

This title opinion is exclusively for your use. It is neither assignable nor heritable.

Yours very truly,  
JONES, TÊTE, FONTI & BELFOUR, L.L.P.

BY: \_\_\_\_\_

  
ROBERT S. TÊTE  
1135 Lakeshore Drive, 6th Floor  
Lake Charles, LA 70601

RJT:sp  
L:\Docs\Real Estate\FB\Marcel Contraband Point\PTO.frm  
October 24, 2024 4:16 pm