Calcasieu Parish Recording Page

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

Received From:

ROBICHAUX, MIZE & WADSACK LLC (8) 1777 RYAN ST LAKE CHARLES, LA 70601

First VENDOR

MARCEL CONTRABAND POINTE LLC

First VENDEE

SCULPTRY LLC

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File Number: 3589156

Type of Document: NON DISTURBANCE AGREEMENT

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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): 11/05/2025 At (Recorded Time): 2:48:11PM

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	Additional	Index Recordings	
Index Type	Book	Page	File Number
MTG	6417	747	3589156

Return To: ROBICHAUX, MIZE & WADSACK LLC (8)

1777 RYAN ST

LAKE CHARLES, LA 70601



NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") dated the 3\ day of October, 2025, is made and entered into by and among MARCEL CONTRABAND POINTE, LLC, (the "Landlord"), THE SCULPTRY, LLC, (the "Tenant") and FIRST FEDERAL BANK OF LOUISIANA, (the "Lender").

WITNESSETH

WHEREAS, Landlord granted a mortgage in favor of Lender filed on August 23, 2022 recorded in Mortgage Book 5980, Page 702 bearing clerk's file number 3482343 records of Calcasieu Parish, Louisiana, (the "Mortgage"), which Mortgage encumbers the real property owned by Landlord as more particularly described in the Mortgage (the "Property").

WHEREAS, Landlord also granted a pledge of leases and rents in favor of Lender filed on August 23, 2022 recorded in Mortgage Book 5980, Page 718 bearing clerk's file number 3482344 records of Calcasieu Parish, Louisiana, (the "Pledge"), which Pledge affects the Property.

The Pledge and the Mortgage are together referred to herein as the "Security Instruments."

WHEREAS, Landlord and Tenant have entered into a lease effective February 16, 2024, the evidence of which is of public record by memorandum of lease filed June 12, 2024, recorded in Conveyance Book 4647 Page 637 bearing clerk's file number 3542427 records of Calcasieu Parish, Louisiana, as amended effective oct. 20, 2025, (the lease and the memorandum, as amended and/or restated, collectively referred to as the "Lease"), by which Landlord leased certain premises on the Property more particularly described in the Lease (the "Premises").

WHEREAS, the parties desire to evidence the Lender's agreement not to disturb Tenant's lease rights under the Lease;

- NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:
- 1. Non-Disturbance. So long as Tenant is not in default (after the expiration of all periods afforded to Tenant during which Tenant has the right to cure any default), in the payment of any monetary sums or charges required under the Lease, or in the performance of any of the terms, covenants or conditions of the Lease, Tenant shall not, by reason of foreclosure or execution of the Security Instruments, acceptance of a deed in lieu of foreclosure (e.g. dation en paiement), or the exercise of any remedy provided in the Security Instruments, be disturbed in Tenant's use,

possession, occupancy and quiet enjoyment of the Property during the term of the Lease, or any extension thereof set forth in the Lease, provided each amendment or modification of the Lease has been approved in writing by the Lender. Any amendment or modification of the Lease not approved in writing by the Lender shall terminate this Non-Disturbance and Attornment Agreement.

- 2. Attornment. In the event Lender takes actual or constructive possession of the Property, either as the result of appointment of a receiver, foreclosure or acceptance of a deed to the Property in lieu of foreclosure, or otherwise, or in the event the Property shall be purchased at a foreclosure sale by a third party, Tenant shall attorn to Lender or its designee, or such third party purchaser, as applicable, as the person with full ownership of and over the Property, that attornment to be effective and self-operative without the execution of any other instruments on the part of either party, whereupon the Lease shall continue in full force and effect as a direct agreement between Lender or its designee or such third party purchaser, as applicable, and Tenant for the full term thereof, together with any applicable extensions and renewals thereof. Lender or its designee or such third party purchaser, as applicable, shall thereafter assume, perform and be bound by all of Landlord's obligations, as if Lender or its designee or such third party purchaser were originally named therein as Landlord.
- 3. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the state of Louisiana.
- 4. <u>Amendment</u>. This Agreement may not be changed, amended or modified in any manner other than by an agreement in writing specifically referring to this Agreement and executed by the parties hereto.
- 5. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Lender, all obligations and liabilities of Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred.
- 6. <u>Counterparts</u>. This Agreement may be executed in counterparts, each being deemed an original and all being deemed one and the same.

Landlord Signature Page to Non-Disturbance and Attornment Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disturbance and Attornment Agreement as of the date last signed by a party hereto.

Print Name: Austin Look Name: Venun Verdelens Title: President Date: 10-21-25 STATE OF TEXAS COUNTY OF Montgomery On this 2 day of Oct. (signing party), the President (title Landlord to me known to be the person described herein in and who executed the foreginstrument, and acknowledged that they executed it as their free act and deed. Notary Public	WITNESSES:	Landlord: MARCEL CONTRABAND POINTE, LL
STATE OF TEXAS COUNTY OF Montgomery On this day of Oct., 2025, before me personally appeared (signing party), the resident (title Landlord to me known to be the person described herein in and who executed the foregoinstrument, and acknowledged that they executed it as their free act and deed. Notary Public	Print Name: Austin Look	Name: Venon Verdelens
On this 2 day of Oct., 2025, before me personally appeared (signing party), the resident (title Landlord to me known to be the person described herein in and who executed the foregoinstrument, and acknowledged that they executed it as their free act and deed. Notary Public	Marie Collo Print Name: Maria (Dello	Date: 10-21-25
On this day of (signing party), the resident (title Landlord to me known to be the person described herein in and who executed the foregoinstrument, and acknowledged that they executed it as their free act and deed. Notary Public	x Å 1	,
instrument, and acknowledged that they executed it as their free act and deed. Notary Public	On this 2 day of OCT	, 2025, before me personally appeared by gning party), the(title) of
	Landlord to me known to be the perinstrument, and acknowledged that the	erson described herein in and who executed the foregoing ey executed it as their free act and deed.
	mon	
LUC VANDERWAL Notery Public, State of Texas Comm. Expires 09-18-2028 Notery ID 132683498	Notary Public	Comm. Expires 09-18-2028

WITNESSES:

Lender Signature Page to Non-Disturbance and Attornment Agreement

Lender: FIRST FEDERAL BANK OF

	LOUISIANA
Name: Anna Breaux Name: Ulrika Fontaut	By:
STATE OF LOUISIANA	er e
PARISH OF CALCASIEU	
On this 315th day of Number Jeff M. Lee (signing party), Lender to me known to be the person describe instrument, and acknowledged that they executed in	d herein in and who executed the foregoing
Notary Public CHRISTINE M. FONTENOT Notary ID #008514 Calcasieu Parish, LA fify Cammission Expires at Death	

Tenant Signature Page of Non-Disturbance and Attornment Agreement

Cenant: THE SCULPTRY, LLC
Name: Haunah (wagan Citle: 10/31/25
2025 before me personally appeared by e