LEGAL DESCRIPTION: with the legal description to prevail or as described on the attached exhibit. The sale shall include all improvements, component parts and fixtures attached to the above described property and all of Seller’s right, title, and interest, of Seller in and to any servitudes appurtenant thereto and all covenants, licenses, privileges and benefits thereto belonging, and all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road, fire lane or avenue opened or proposed in front of or adjoining the above described property.

APPROXIMATE LOT SIZE: ____________________________________________________________________________________________

SALE PRICE: $ ________________________________________________________________________________________________

APPRaisal: [ ] This sale is NOT conditioned upon appraisal. [ ] This sale is conditioned on appraisal. Buyer shall have ______ calendar days commencing on the day after the Effective Date of the Agreement (the “Appraisal Period”) to have the subject property appraised by a Louisiana certified real estate appraiser. In the event the appraisal price is less than the Sale Price, Buyer may, prior to expiration of the Appraisal Period, may furnish the Seller with a copy of said appraisal and Buyer’s written request to adjust the Sale Price. Failure of the Buyer to properly notify Seller prior to the expiration of the Appraisal Period shall constitute a waiver of this appraisal contingency and Buyer’s acceptance of the Sale Price stated herein. In the event the Buyer and Seller cannot agree upon an adjusted Sale Price within five (5) calendar days after Seller’s receipt of a copy of the appraisal and Buyer’s request to adjust the Sale Price, Buyer may, prior to the end of the five (5) calendar day period, declare this Agreement null and void and Buyer’s Deposit shall be immediately refunded. Buyer authorizes and instructs Buyer to timely declare this Agreement null and void and shall constitute Buyer’s acceptance of the Sale Price stated herein and Buyer shall proceed to Closing of the sale subject to the remaining terms and conditions of this Agreement.

DEPOSIT: within ______ days after the Effective Date of this Agreement, Buyer agrees to deposit the sum of $ ___________ with ________________ as a security deposit. Failure by Buyer to do so shall render this Agreement null and void. If the parties fail to execute an Act of Sale by the Closing Date (at which time the Deposit shall be applied to the Sale Price), and/or the parties do not agree to a mutual release of the Deposit, the Deposit shall be disbursed in accordance with the Louisiana Real Estate license law and the Rules and Regulations of the Louisiana Real Estate Commission regarding deposits.

The Deposit shall not be considered earnest money.

LEASES. At Closing, Buyer and Seller shall execute an assignment and assumption agreement assigning and conveying to Buyer, all leases then in effect (including all paid rents and deposits). Seller shall provide Buyer with a detailed accounting of said rents and deposits. Although all rent shall be prorated as of the date of Closing (the date of Closing shall be attributed to Buyer), Seller shall only receive credit on the settlement statement for rents actually collected.

DUE DILIGENCE. Buyer shall have ______ calendar days commencing on the day after the Effective Date of this Agreement (the “Due Diligence Period”) to conduct all necessary due diligence which may include, but not limited to, a feasibility study, property inspection (including all mechanical equipment, plumbing, and electrical systems), determine availability of utilities, zoning conditions, subdivision and deed restrictions, flood zone classification, soil conditions, possibility of presence of wood destroying insects, existence of hazardous or toxic materials, site plans, permit requirements, conformance of Subject Property to local building and fire codes, any replanting requirement and any other factors or conditions which might affect the Subject Property. Seller hereby authorizes Buyer or its agents to enter upon the Subject Property for the purpose of making said inspections. Buyer agrees to release, indemnify and defend Seller from and against all liability, costs and expenses (including attorneys’ fees) for loss or damage to the property and for injuries to or death of any person or persons arising out of said entry and inspections. Should Buyer’s inspection reveal factors or conditions unacceptable to Buyer, in Buyer’s sole discretion, Buyer shall notify Seller, in writing, prior to expiration of the Due Diligence Period, of Buyer’s intention not to accept the Subject Property and this Agreement shall become null and void and Buyer’s Deposit shall be immediately refunded. Failure of Buyer to timely and properly notify Seller shall constitute a waiver of this due diligence contingency and Buyer’s acceptance of the Subject Property.

SURVEY. shall be responsible for any costs required for a survey or replatting of the Subject Property.
RECORDS AND CONTRACTS. If applicable, Seller agrees to make immediately available to Buyer, or Buyer’s Agent, copies of all leases, service contracts, tax bills, deposit receipts, rent rolls, insurance policies, maintenance records, and all other records relating to the Subject Property.

CONDITION OF PROPERTY. The Subject Property will be conveyed “AS-IS, Where Is”, with all faults, and without any warranties, express or implied, including but not limited to warranties of condition, fitness for a particular purpose or habitability. Buyer hereby expressly waives and renounces, any and all rights in redhibition pursuant to Louisiana Civil Code Article 2520, et seq. All implied warranties with respect to the Subject Property, including those related to fitness for a particular purpose, will be, and are hereby disclaimed by Seller. This waiver applies with respect to all defects, whether apparent or latent, visible or not and regardless of whether Buyer is presently aware of such defects. Buyer acknowledges Seller and its representatives have made no warranties as to any matter, including merchantability, quantity or quality of the Subject Property, or fitness for intended or ordinary use. Buyer hereby waives any and all rights Buyer may have in connection therewith. Buyer understands the meaning and significance of this provision.

PRORATION. All property taxes and, if applicable, taxes on movables included in sale, utilities, operating costs, rents and other revenues shall be prorated as of the date of closing. Although all rent shall be prorated as of the date of Closing (the date of Closing shall be attributed to Buyer), Seller shall only receive credit on the settlement statement for rent actually collected.

CONTRACTS FOR SERVICES. Seller will disclose all service contracts within _____ days of accepted offer. Seller shall indemnify and defend Buyer against any claims or liabilities arising out of service contracts that Buyer is not responsible to assume.

CHANGES DURING TRANSACTION. Between the Effective Date and Closing, Seller agrees that no amendments to any ordinary use. Buyer hereby waives any and all rights in redhibition pursuant to Louisiana Civil Code Article 2520, et seq. All implied warranties with respect to the Subject Property, including those related to fitness for a particular purpose, will be, and are hereby disclaimed by Seller. This waiver applies with respect to all defects, whether apparent or latent, visible or not and regardless of whether Buyer is presently aware of such defects. Buyer acknowledges Seller and its representatives have made no warranties as to any matter, including merchantability, quantity or quality of the Subject Property, or fitness for intended or ordinary use. Buyer hereby waives any and all rights Buyer may have in connection therewith. Buyer understands the meaning and significance of this provision.

MINERAL RIGHTS. (Check one of the following):
[ ] Seller shall transfer to Buyer ______% of the mineral rights and/or royalty interest, if any, currently owned by Seller.
[ ] Seller reserves unto Seller and Seller’s heirs, successors and assigns, all oil, gas and minerals lying in, on or below the subject property, provided, however, Seller shall have no right to the use of the surface of the Subject Property for any purpose whatsoever and any and all activities relative to the exploration for, discovery of and production of any and all minerals shall be conducted strictly by offsite operations such as directional drilling and/or unitization.

TITLE. Seller agrees to deliver a merchantable title free and clear of any and all liens and encumbrances. In the event Buyer’s title examination shall disclose defects in the title, Seller shall have ______ (__) days from receipt of notice of said title defects to make a good faith effort to cure such defects. If said time period will expire after the Closing Date outlined herein, said Closing Date shall be automatically extended so as to allow Seller the complete said time period to cure said defects. The Closing Date shall also be automatically extended to fifteen (15) days after Seller cures said title defects. If such defects cannot be cured within said time period, Buyer may, at its election, take the title as it then is or terminate this Agreement. If Buyer chooses to terminate this Agreement due to Seller’s inability to cure said title defects, Buyer shall be entitled to return of the deposit.

CLOSING DATE AND COSTS. The sale shall take place before Buyer’s closing agent within ___________ calendar days after expiration of the Due Diligence Period and all costs necessary to close said sale, including, but not limited to, title examination and/or title insurance, and appraisal, shall be at the expense of the Buyer except Seller shall be responsible for all costs incurred for curative title work, mortgage cancellation and other seller related costs. Buyer shall be given occupancy, and risk of loss shall transfer, upon execution of the Act of Sale unless otherwise agreed to in writing between the parties.

COMMISSION. Buyer and Seller hereby represent to one another that no real estate agent or broker is entitled to any fees or commissions in connection with the transactions contemplated hereunder, except ___________, which commissions shall be paid by ___________ at Closing. Commissions to Buyer’s Broker may be further explained in a separate Commission Agreement.

NOTICES. Subject to the Louisiana Uniform Electronic Transactions Act which shall apply to this Agreement, notices which may be required herein shall be in writing and delivered by (1) personal delivery with receipt acknowledged (2) United States Certified Mail, return receipt requested, postage prepaid (3) national overnight delivery service, with return receipt, delivery charge prepaid (4) facsimile to fax numbers listed below, or (5) emailed with delivery confirmation to the email addresses listed below:

Seller: _______________________________________________  Fax: __________________________________________
__________________________  Email: __________________________________________

Buyer: _______________________________________________  Fax: __________________________________________
__________________________  Email: __________________________________________

BREACH OF AGREEMENT BY SELLER. In the event of any default of this Agreement by Seller, Buyer shall at Buyer’s option have the right to declare this Agreement null and void and demand and/or sue for any of the following: (1) Termination of this Agreement (2) Specific performance (3) Termination of this Agreement and an amount equal to ten percent (10%) of the Purchase Price as stipulated damages. Further, Buyer shall be entitled to the return of the Deposit. The Seller may also be liable for Broker fees.

BREACH OF AGREEMENT BY BUYER. In the event of any default of this Agreement by Buyer, Seller shall have at Seller’s option the right to declare this Agreement null and void and demand and/or sue for any of the following: (1) Termination of this Agreement (2) Specific performance or (3) Termination of this Agreement and an amount equal to ten percent (10%) of the Purchase Price as stipulated damages. Further, Seller shall be entitled to retain the Deposit. The Buyer may also be liable for Broker fees.
ATTORNEY’S FEES. In addition to the remedies of breach described above, should either party institute legal proceedings to
enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all
of the prevailing party’s reasonable attorney’s fees, costs and other expenses reasonably and necessarily incurred.

CONFIDENTIALITY. Buyer agrees that the terms and conditions herein are for the exclusive knowledge of the parties hereto
and are to be held in strict confidence and not revealed to anyone else until after the Closing. In the event a Closing fails to take
place, the Buyer is not to reveal the terms and conditions of this Agreement to anyone without express permission from the Seller.

OTHER TERMS AND CONDITIONS:

MULTIPLE COUNTERPARTS. This Agreement may be executed in any number of counterparts by one or more parties
hereto. A signed facsimile or electronic scan of this Agreement or counterpart shall have the same binding legal effect as original
signatures to this Agreement.

EFFECTIVE DATE. In the event this Agreement is not signed simultaneously, the Effective Date of this Agreement shall be the
date of the last signature to this Agreement. Time is of the essence of this Agreement. Whenever the time for performance under
this Agreement falls on a Saturday, Sunday or legal holiday, such time shall be deemed to be extended to the next business day.

LEGAL CAPACITY. The undersigned Seller is the legal owner of record of the Subject Property and/or has the legal capacity
and authority to convey and transfer the Subject Property. The undersigned Buyer has the legal capacity and authority to purchase
the Subject Property.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and any other agreements not
incorporated herein in writing are void and of no force and effect.

ASSIGNABILITY. Buyer shall have the right to assign this entire Agreement and all of Buyer’s rights and remedies hereunder.
But in such case, Buyer shall not be relieved of any of its obligations hereunder.

DISCLAIMER. Neither the Seller, nor any Agent/Broker, makes any representatives or warranties regarding the condition of the
Subject Property except to the extent expressly and specifically set forth herein. Buyer has the obligation to determine any and all
conditions of the Subject Property material to the Buyer’s decision to buy the Subject Property. Agent/Broker has acted only as
real estate broker to bring the parties together and will in no case be liable for performance or non-performance of any part of this
Agreement or for any warranty of this nature. Additionally, Agent/Broker is not responsible for any representations made by
Agent/Broker to Buyer or Seller and Buyer and Seller acknowledge that they either had or will have an opportunity to investigate
all pertinent facts and to seek advice from any other professionals. Agent/Broker shall not be responsible for any incorrect or
inaccurate information furnished to Buyer and Buyer acknowledges that it is responsible to perform its own due diligence.

ELECTRONIC TRANSACTIONS. Following execution of this Agreement by Buyer and Seller, Buyer and Seller hereby agree
that the Louisiana Uniform Electronic Transactions Act shall apply to all Notices and transmissions provided by Buyer and Seller
in connection with this Agreement.

EXPIRATION OF OFFER. This offer shall expire _____________________________________ (time) _________________ (date) unless
Seller’s written acceptance is delivered to Buyer or Buyer’s agent prior to said time and date.

BUYER (signature)                  Date                          Time

Printed Full Legal Name/Title

BUYER (signature)                  Date                          Time

Printed Full Legal Name/Title

ACCEPTANCE. The undersigned Seller hereby accepts the above offer (choose one of the following): [ ] as written [ ] as
per counter offer or addendum or exhibit attached hereto and made a part of hereof on the date and time written below.

SELLER (signature)                  Date                          Time

Printed Full Legal Name/Title

SELLER (signature)                  Date                          Time

Printed Full Legal Name/Title

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