

PURCHASE AND SALE AGREEMENT

day of **THIS PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is made this _____, 20____ (the “**Effective Date**”), between **CAPITAL ONE, NATIONAL ASSOCIATION**, a national banking association (“**Seller**”), and _____, a _____ (“**Purchaser**”).

In consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Agreement to Sell and Purchase.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, subject to the terms and conditions of this Agreement, that certain real (immovable) property consisting of land and all the building and other improvements situated thereon and located at 2201 Martin Luther King Jr Blvd, Houma, LA 70360, all as more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with any predial servitudes, easements and appurtenances pertaining thereto (collectively, the “**Property**”), but excluding any equipment, trade fixtures and personal property, including, without limitation, the signage or other marks of Seller’s name, logo or brand that Seller may elect to remove prior to Settlement (as hereinafter defined). Purchaser acknowledges that Seller became the owner of the Property as a result of various corporate acquisitions and/or mergers, and that Seller has no direct, first-hand knowledge or familiarity with, and Seller hereby specifically disclaims and makes no representations or warranties whatsoever with respect to, the title, dimensions or legal description of the Property, including, without limitation, whether the legal description of the Property is over-inclusive or under-inclusive or in any other manner inaccurate, incomplete or defective. The parties expressly acknowledge and agree that the Property does not include the security system and equipment, if any, located at the Property, including, but not limited to, panels, monitors and sensor lights, which are and shall remain the personal property of Seller and shall not be included in the sale of the Property to Purchaser. Seller will remove its security system and equipment from the Property on or prior to the Settlement Date (as defined below), and in so doing, Seller shall leave any wires protruding from the walls in a visible, accessible and wrapped condition. Seller shall be entitled, but not required, to leave in the Property any existing vaults, vault doors and associated equipment, teller counters and safety deposit boxes.

2. **Purchase Price; Deposit.**

(a) The purchase price for the Property is _____ AND 00/100 DOLLARS (\$ _____) (the “**Purchase Price**”), payable as follows:

(i) TEN PERCENT (10%) of the Purchase Price (which is equal to \$ _____) (the “**Initial Deposit**”, and together with the Additional Deposit (as hereinafter defined), if any and to the extent delivered by Purchaser, collectively, the “**Deposit**”) shall, within five (5) business days after the Effective Date, be deposited by Purchaser with the Title Company (as hereinafter defined), as escrow agent (in such capacity, the “**Escrow Agent**”) by wire transfer of immediately available funds. Failure by Purchaser to timely deliver the Deposit in accordance with this Section 2(a)(i) shall constitute a material default by Purchaser hereunder and Seller shall be entitled to terminate this Agreement by written notice to Purchaser. The Deposit shall be refundable

to Purchaser only to the extent expressly set forth in this Agreement. The Deposit shall be held in a non-interest-bearing, federally-insured account by Escrow Agent in accordance with this Agreement pending the consummation of the Settlement (as defined below). At Settlement, the Deposit shall be paid to Seller on account of the Purchase Price and credited to Purchaser. The giving of the Deposit hereunder shall not be considered to be earnest money.

(ii) Subject to the prorations and adjustments set forth in this Agreement, the balance of the Purchase Price shall be paid to Seller at Settlement by wire transfer of immediately available federal funds.

(b) If there is a dispute between Seller and Purchaser regarding whether the Deposit shall be returned to Purchaser or delivered to Seller, Escrow Agent shall have no obligation to either Seller or Purchaser with respect to the Deposit except to interplead (invoke a concursus of) the Deposit into an appropriate court of competent jurisdiction. Escrow Agent may act upon any instrument or other writing believed by Escrow Agent in good faith to be genuine and to be signed and presented by the proper person.

3. **Settlement.**

(a) Closing and settlement of the sale and purchase of the Property (“**Settlement**”) shall be held no later than the day (the “**Settlement Date**”) that is thirty (30) days following the expiration of the Feasibility Period (as hereinafter defined), or on such earlier date as Purchaser and Seller may mutually agree, by escrow through Cypress Title, LLC, 1800 City Farm Drive, Building 3, Baton Rouge, LA 70806, Attn: Bryan Denison, Jason Dupree, and Markie Hastings David, Email: bryan@cypresstitle.com, jason@cypresstitle.com, markie@cypresstitle.com (the “**Title Company**”).

(b) On or prior to the Settlement Date, Seller shall deliver the following to the Title Company:

(iii) An act of Cash Sale without warranty of title, condition or otherwise for the Property duly executed and acknowledged by Seller, in substantially the form attached hereto as Exhibit B, describing the Property in the same manner in which it was conveyed to Seller and otherwise in proper form for recording (the “**Deed**”);

(iv) A Non-Foreign Affidavit in the form attached hereto as Exhibit C or as otherwise required under Section 1445 of the Internal Revenue Code, as in effect from time to time;

(v) All keys and combinations to locks at the Property, to the extent in Seller’s possession;

(vi) An affidavit addressed to the Title Company regarding mechanics’ liens and possession, in substantially the form attached hereto as Exhibit D (the “**Owner’s Affidavit**”);

(vii) If reasonably requested by the Title Company, (1) a certificate of any secretary, assistant secretary or other authorized officer of Seller certifying as to the capacity and authority of Seller (and the signatories acting on behalf of Seller) to consummate the

transactions contemplated hereby (it being agreed that Seller shall not be required to deliver any board resolutions or other similar documentation in connection herewith), and (2) evidence of Seller's name change from Hibernia National Bank, which may be in the form of a certified copy of a certificate, document or other instrument evidencing such bank name change as recorded in the public records of any parish of Louisiana and certified by the local Clerk of Court for such parish, or a letter of confirmation or certification from the Office of the Comptroller of the Currency; and

(viii) An executed settlement statement in form and substance satisfactory to Seller in its sole discretion, reflecting the Purchase Price, the Deposit, any and all prorations and adjustments required hereunder, and any other sums or amounts due and payable hereunder (the "**Settlement Statement**"), which Settlement Statement shall be prepared by the Title Company.

(c) At the Settlement Date, Purchaser shall deliver the following to the Title Company, for the benefit of Seller:

(i) A duly executed counterpart of the Deed;

(ii) Any documents reasonably requested by Seller or the Title Company which evidence the capacity and authority of Purchaser (and the signatories acting on behalf of Purchaser) to consummate the transactions contemplated hereby;

(iii) A duly executed Settlement Statement in form and substance satisfactory to Purchaser in its sole discretion; and

(iv) Such other documents as may reasonably be required by Seller or the Title Company to effect the Settlement.

4. **Condition of Title.**

(a) At the Settlement Date, title to the Property shall be good and merchantable and free and clear of all liens and encumbrances, easements, restrictions, rights and similar conditions, excepting Permitted Exceptions (as defined below) and matters appearing of public record on the Effective Date, subject to Section 4(b) below.

(b) During the Feasibility Period Purchaser shall have the right to order a title search to be performed with regard to the Property, and to order a commitment for an owner's policy of title insurance on the standard form promulgated by the Louisiana Department of Insurance, in the amount of the Purchase Price (the "**Commitment**") to be issued by the Title Company with regard to the Property, all at Purchaser's sole cost and expense. Concurrently with its delivery of the Commitment to Purchaser, the Title Company shall deliver copies thereof to Seller. Purchaser shall further have the right to obtain a survey of the Property (the "**Survey**") during the Feasibility Period (as hereinafter defined), at its sole cost and expense. Purchaser shall promptly deliver to Seller and the Title Company a copy of the Survey as soon as it is available.

Regardless of Purchaser's election to order or not order any Commitment or Survey, Purchaser shall, no later than the date that is thirty (30) days following the Effective Date (the "**Title Objection Date**"), deliver written notice to Seller of any title or survey defect, lien, encumbrance or other matter with respect to the Property that is unacceptable to Purchaser, other than Permitted

Exceptions (such matters being referred to herein as “**Defects**” and each being a “**Defect**”), together with complete copies of each of any Survey (which shall be certified to Purchaser, Seller and the Title Company) and Commitment, and all documents and instruments referred to therein. Purchaser’s election to not order any Commitment or Survey shall not relieve Purchaser of its obligations under this Section 4(b), or any other term or condition set forth herein, and Purchaser’s election to not obtain a Commitment or Survey shall be deemed a waiver of Purchaser’s right to object to any Defects that would have been disclosed therein, which Defects shall be deemed Permitted Exceptions. If, on or before the Title Objection Date, Purchaser properly gives notice to Seller of one or more Defects as required herein, Seller shall, within ten (10) business days after receiving such notice, notify Purchaser whether Seller will or will not attempt to cure such Defects to Purchaser’s reasonable satisfaction. Failure by Seller to deliver such notice shall be deemed Seller’s election not to cure any such Defects. If Seller elects (or is deemed to have elected) not to attempt to cure such Defects, Purchaser shall be entitled, by giving notice (the “**Purchaser Notice**”) to Seller within five (5) days after receiving such notice from Seller (but in any event prior to the expiration of the Feasibility Period) to terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and neither party shall have any further liability hereunder except with respect to any provisions which by their express terms survive the termination of this Agreement (including, without limitation, Purchaser’s repair and indemnification obligations as set forth in Section 14 below and the parties’ respective confidentiality obligations as set forth in Section 18(k) below). If Purchaser does not timely deliver the Purchaser Notice, such failure shall be deemed a waiver of Purchaser’s right to object to any Defects and Purchaser shall proceed to Settlement and accept title to the Property subject to the uncured Defects (which shall be deemed Permitted Exceptions), the Permitted Exceptions, all matters of public record on the Effective Date, and all matters that are or would be reflected in any Survey, without reduction of the Purchase Price.

If Seller elects in writing as aforesaid to attempt to cure any Defects, Seller shall use commercially reasonable efforts to cure such Defects prior to Settlement. If Seller elects to attempt to cure any Defects, but at the time of Settlement such Defects have not been cured, Purchaser’s sole option and remedy shall be either to (i) terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and neither party shall have any further liability hereunder except with respect to any provisions which by their express terms survive the termination of this Agreement (including, without limitation, Purchaser’s repair and indemnification obligations as set forth in Section 14 below and the parties’ respective confidentiality obligations as set forth in Section 18(k) below), or (ii) proceed to Settlement and accept title to the Property subject to such uncured Defects and all other Permitted Exceptions, without reduction of the Purchase Price.

(c) For the purposes of this Agreement, “**Permitted Exceptions**” shall mean (i) liens for real estate taxes and assessments not yet due and payable, (ii) applicable zoning regulations and ordinances, (iii) usual and customary utility servitudes and easements and donations, transfers, servitudes, easements and right-of-ways for public roads, (iv) any requirement that any lot or portion of the Property may need to be subdivided into a lot of record in accordance with the rules and regulations of the parish in which the Property is located, (v) all other easements, covenants, conditions, restrictions and other matters of record to the extent the same affect the Property and have not been objected to by Purchaser as set forth above in this Section 4, (vi) those matters reflected on the Survey and not objected to by Purchaser as set forth above in this Section 4, or, alternatively, if Purchaser elects not to obtain a Survey, such matters as would be reflected on a current and accurate

survey of the Property, and (vii) Defects that Purchaser has agreed to accept or to which it has otherwise waived any objection as set forth above in this Section 4.

5. Representations and Warranties.

(a) Purchaser, to induce Seller to enter into this Agreement and to complete the sale and purchase of the Property hereunder, represents and warrants to Seller as follows:

(i) Purchaser is a _____ duly formed and in good standing in the State of Louisiana, and is qualified to do business in the State of Louisiana.

(ii) Purchaser has the capacity to enter into this Agreement, and this Agreement has been, and all other documents to be executed and delivered by Purchaser in connection with the purchase of the Property from Seller when so executed and delivered will be, duly authorized, executed and delivered by Purchaser.

(iii) This Agreement constitutes, and each document and instrument contemplated hereby to be created and delivered by Purchaser, when executed and delivered, shall constitute, the legal, valid, and binding obligation of Purchaser, enforceable against Purchaser in accordance with its respective terms (subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally).

(iv) Purchaser has neither filed nor, to Purchaser's knowledge, been the subject of any filing as a petition under federal bankruptcy laws or any other laws for the composition of indebtedness or the reorganization of debtors.

(v) Neither the execution, delivery or performance by Purchaser of this Agreement, nor the consummation by Purchaser of the transactions contemplated hereby, is prohibited by, or requires Purchaser to obtain, any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Purchaser.

(vi) Purchaser represents to Seller that as of the date hereof, Purchaser is not, and promises that throughout the term of this Agreement Purchaser will not become, an OFAC Prohibited Person nor is Purchaser acting as agent or nominee in connection with this transaction on behalf of an OFAC Prohibited Person. Purchaser agrees to provide Seller at any time and from time to time during the term of this Agreement and at any time thereafter, with such information as Seller determines appropriate to comply with the Anti-Money Laundering Laws and similar laws and respond to requests for information concerning the identity of Purchaser's association with OFAC Prohibited Persons. If Purchaser is suspected of being an OFAC Prohibited Person (e.g., by inclusion of a name similar to Purchaser's on a list maintained under the Anti-Money Laundering Laws), Seller may suspend performance under this Agreement, while Seller performs additional investigation of Purchaser to ensure that Purchaser is not an OFAC Prohibited Person. If Seller is unable to determine, in Seller's sole and absolute discretion, that Purchaser is not an OFAC Prohibited Person, Seller shall be entitled to terminate this Agreement in compliance with the Anti-Money Laundering Laws and other applicable laws, and have the Deposit paid to Seller as liquidated damages (in accordance with Section 11 hereof), provided, however, that the foregoing shall not limit Purchaser's obligations to indemnify Seller under this Agreement, nor

shall it limit Seller's right to recover any attorneys' fees and costs, or other remedies available to it herein which survive the termination of this Agreement. "**Anti-Money Laundering Laws**" means the USA Patriot Act of 2001, the Bank Secrecy Act, Executive Order 13324 — Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, and other federal laws and regulations and executive orders administered by the United States Department of the Treasury, Office of Foreign Assets Control ("**OFAC**"), as respectively amended, prohibiting, among other things, the engagement in transactions with, and providing services to, certain foreign countries, territories, entities and individuals (such individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs), and such additional laws and programs administered by OFAC that prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on any of the OFAC lists. "**OFAC Prohibited Person**" means, a country, territory, individual, entity, or organization (a) listed on, included within, or associated with, any of the countries, territories, individuals, entities, or organizations referred to on OFAC's List of Specially Designated Nationals and Blocked Persons or any other prohibited person list maintained by government authorities, or otherwise included within or associated with any of the countries, territories, individuals, entity, or organization referred to in, or prohibited by, OFAC or any other Anti-Money Laundering Laws, or (b) that is obligated, or has any interest to pay, donate, transfer, or otherwise assign any property, money, goods, services, or other benefits directly or indirectly, to any countries, territories, individuals, organizations, or entities on or associated with anyone on such list or in the Anti-Money Laundering Laws.

(b) Seller, to induce Purchaser to enter into this Agreement and to complete this sale and purchase of the Property hereunder, represents and warrants to Purchaser as follows:

(i) Seller is a national banking association organized and existing under the laws of the United States of America.

(ii) This Agreement has been, and all other documents to be executed and delivered by Seller in connection with the sale of the Property when so executed and delivered will be, duly authorized, executed and delivered by Seller.

(iii) Seller has neither filed nor, to Seller's knowledge, been the subject of any filing as a petition under federal bankruptcy laws or any other laws for the composition of indebtedness or the reorganization of debtors.

6. **Conditions.**

(a) The obligation of Purchaser under this Agreement to purchase the Property from Seller is subject to the satisfaction at or prior to Settlement of each of the following conditions (any one of which may be waived in whole or in part by Purchaser at or prior to Settlement), as applicable:

(i) The representations and warranties of Seller set forth in this Agreement shall be true and correct at and as of Settlement in all material respects as though such

representations and warranties were made at and as of Settlement, except for changes therein consented to by Purchaser or deemed consented to by Purchaser under the terms of this Agreement.

(ii) Seller shall have performed, observed and complied in all material respects with each of the covenants, agreements and conditions expressly required by this Agreement to be satisfied by Seller prior to or as of Settlement.

(iii) Purchaser shall have a period from the Effective Date until 5:00 p.m. Eastern Time on the day that is sixty (60) days following the Effective Date (the “**Feasibility Period**”) to complete any and all investigations Purchaser deems necessary for the acquisition of the Property, subject to Section 14 below and provided further that Seller’s prior written approval shall be required for any invasive or intrusive testing. Purchaser shall have the right to extend the Feasibility Period for an additional thirty (30) days immediately following the expiration of the initial Feasibility Period, provided that Purchaser: (x) provides Seller with written notice of such extension at least ten (10) days prior to the expiration of the initial Feasibility Period, and (y) deposits, prior to the expiration of the initial Feasibility Period, an additional amount equal to TEN PERCENT (10%) of the Purchase Price (\$_____) (the “**Additional Deposit**”) with Escrow Agent by wire transfer of immediately available funds. If Purchaser is not satisfied with the Property, it may terminate this Agreement by written notice to Seller delivered at any time prior to the expiration of the Feasibility Period. If Purchaser timely terminates this Agreement pursuant to this Section 6(a)(iii), Seller and Purchaser shall each promptly authorize the Escrow Agent to return the Deposit to Purchaser and this Agreement shall be deemed null and void except with respect to any provisions which by their express terms survive the termination or expiration of this Agreement (including, without limitation, Purchaser’s repair and indemnification obligations as set forth in Section 14 below and the parties’ respective confidentiality obligations as set forth in Section 18(k) below). Failure by Purchaser to deliver the notice of termination described above in this Section 6(a)(iii) prior to the expiration of the Feasibility Period shall constitute a waiver of this Section 6(a)(iii), whereupon the Deposit shall become nonrefundable to Purchaser except as otherwise expressly set forth herein.

(iv) From and after the Effective Date and until Settlement, Seller shall not lease any space on the Property or permit any material encumbrance to be placed upon all or any portion of the Property or the title thereto without the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed).

(b) Seller’s obligation to proceed to Settlement hereunder is subject to the satisfaction at or prior to Settlement of the following conditions (which may be waived in whole or in part by Seller, in writing, at or prior to Settlement), as applicable:

(i) The representations and warranties of Purchaser set forth in this Agreement shall be true and correct at and as of Settlement in all material respects as though such representations and warranties were made at and as of Settlement, except for changes therein consented to by Seller or deemed consented to by Seller under the terms of this Agreement.

(ii) Purchaser shall have performed, observed and complied with in all material respects the covenants, agreements and conditions required by this Agreement to be satisfied by Purchaser prior to or as of Settlement.

(c) Purchaser acknowledges that Seller shall not be delivering any due diligence information or materials to Purchaser in connection with this Agreement or Settlement and that the determination of the Purchase Price reflects the fact that Purchaser will be purchasing the Property without the disclosure of any such information and materials.

7. **Possession.** Possession of the Property shall be given to Purchaser at Settlement, subject to the Permitted Exceptions, by delivery of the Deed.

8. **Apportionments; Costs.**

(a) At Settlement, real estate taxes, utilities, fees, assessments and rents (if any), shall be apportioned pro rata on a per diem basis as of midnight on the Settlement Date. Taxes shall be apportioned based on the fiscal year of the taxing authority having jurisdiction over the Property. If, as of the Settlement Date, the Property or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien or has been paid, all the unpaid installments of any such assessment which are due and payable prior to the Settlement Date shall be paid by Seller, subject to apportionment as provided herein. Those unpaid installments which are to become due and payable after the Settlement Date shall be paid and discharged by Purchaser and Purchaser shall take title to the Property (without reduction of the Purchase Price) subject thereto, subject to apportionment as provided herein. All such apportionments shall be made based on the best estimates of such items available at the time of Settlement, provided that the same shall be re-prorated (if necessary) within thirty (30) days following receipt of the actual bills related to such items (but not to exceed ninety (90) days following Settlement).

(b) Purchaser shall pay for the cost of the Commitment (including, without limitation, all title abstract and title examination costs and fees), the Survey, title insurance premiums, any endorsements desired by Purchaser to the owner's policy of title insurance, any and all costs relating to any lender's policy of title insurance and any endorsements thereto, all costs associated with Purchaser's investigations and inspections of the Property, the cost associated with Purchaser's acquisition financing (if any), the cost of recording the Deed, Purchaser's own attorneys' fees, all escrow fees of the Escrow Agent, all settlement fees of the Title Company, and all other fees not borne by Seller. Seller shall pay for its own attorneys' fees, the cost of the release of any encumbrances arising by, through or under Seller (other than Permitted Exceptions), and the brokerage commission to the Listing Agent (as hereinafter defined) to the extent set forth in Section 13 hereof.

9. **Condemnation.** If prior to Settlement any condemnation (expropriation) proceeding or other proceeding in the nature of eminent domain is commenced with respect to the Property, Seller agrees to promptly notify Purchaser thereof. In the event that such proposed taking is with respect to (i) all of the Property, or (ii) a material portion of the Property such that it would be impractical for Purchaser to conduct its business operations on the portion of the Property not taken, Purchaser then shall have the right, at Purchaser's option, to terminate this Agreement by giving written notice to Seller within five (5) days after receipt of such notice, whereupon the Deposit shall be returned to Purchaser and neither party shall have any further liability hereunder except with respect to any provisions which by their express terms survive the termination of this Agreement (including, without limitation, Purchaser's repair and indemnification obligations as set forth in Section 14

below and the parties' respective confidentiality obligations as set forth in Section 18(k) below). In the event of (i) any taking prior to Settlement but pursuant to which this Agreement is not terminable as expressly set forth above in this Section or (ii) Purchaser's failure to timely notify Seller of its election to terminate this Agreement as and to the extent expressly provided in this Section, then (1) the parties shall proceed to Settlement hereunder as if no such proceeding had commenced and Purchaser shall pay Seller the full Purchase Price in accordance with this Agreement, and (2) Seller shall assign to Purchaser all of its right, title and interest in and to any compensation for such condemnation.

10. **Risk of Loss.**

(a) Seller shall bear the risk of all loss or damage to the Property from all causes, except acts or omissions of Purchaser and its agents, employees and contractors, and except as otherwise provided in Section 14 below, until Settlement. Notwithstanding the foregoing, nothing in this Section 10 shall be deemed to create or grant unto Purchaser a right to terminate this Agreement (except as otherwise expressly set forth below in this Section 10) or reduce the Purchase Price payable at Settlement.

(b) If prior to Settlement all or any portion of the Property is destroyed or damaged, then Seller agrees to promptly notify Purchaser thereof. If (i) all of the Property or (ii) a material portion of the Property (being defined as damage in excess of an amount equal to TWENTY PERCENT (20%) of the Purchase Price (\$_____)) ("**Material Damage**") is destroyed or damaged, then Purchaser then shall have the right, at Purchaser's option, to terminate this Agreement by giving written notice to Seller within five (5) days after receipt of such notice, whereupon the Deposit shall be returned to Purchaser and neither party shall have any further liability hereunder except with respect to any provisions which by their express terms survive the termination of this Agreement (including, without limitation, Purchaser's repair and indemnification obligations as set forth in Section 14 below and the parties' respective confidentiality obligations as set forth in Section 18(k) below), provided that the Deposit shall not be returned to Purchaser and shall instead be paid to Seller if such damage to the Property was caused by the acts or omissions of Purchaser or Purchaser's employees, contractors, agents or representatives. If Purchaser elects not to terminate this Agreement within such five (5) day period, then Purchaser shall proceed to Settlement, and at Settlement all paid and unpaid claims in connection with any such loss shall be assigned to Purchaser and the Purchase Price shall not be reduced. It is expressly agreed and acknowledged that in no event shall Seller have any obligation to restore, repair or rebuild the Material Damage or any other damage to the Property.

(c) In the event of (i) Material Damage prior to Settlement but pursuant to which this Agreement is not terminated as expressly set forth above in this Section 10, (ii) damage to the Property prior to Settlement other than Material Damage, or (iii) Purchaser's failure to timely notify Seller of its election to terminate this Agreement as and to the extent expressly provided in Section 10(b) above, then the parties shall proceed to Settlement and at Settlement, all paid and unpaid claims and rights in connection with any such losses shall be assigned to Purchaser and the Purchase Price shall not be reduced.

11. **Default by Purchaser.** If Purchaser fails to timely complete Settlement or otherwise fails to perform any of its covenants or obligations hereunder, then Seller may elect, as its sole and exclusive remedy, to (i) terminate this Agreement by written notice to Purchaser and retain the

Deposit as liquidated damages, or (ii) waive the uncured default and proceed to Settlement, or (iii) seek specific performance of this Agreement by Purchaser (and receive reasonable out of pocket costs in successfully seeking specific performance). If Seller seeks but is unable to obtain specific performance by Purchaser, Seller shall not be precluded from thereafter electing the remedy set forth in clause (ii) above or, alternatively, Seller may elect to terminate this Agreement by written notice to Purchaser and retain the Deposit as liquidated damages. Notwithstanding anything herein to the contrary, if this Agreement is terminated by Seller due to a default by Purchaser, then Seller shall be entitled to the Deposit as liquidated damages, which Deposit shall be promptly delivered to Seller, and thereafter neither party to this Agreement shall have any further rights or obligations thereunder; provided, however, that the provisions of this Section 11 shall not limit Seller's recourse against Purchaser with respect to (x) Purchaser's repair or indemnification obligations to Seller as described in Section 14 below, or (y) any obligation of Purchaser under this Agreement or any document delivered at Settlement that requires performance after Settlement or that by any term of this Agreement or such document survives the expiration or earlier termination hereof. As a condition precedent to Seller exercising its right to bring an action for specific performance hereunder, Seller must commence such an action within ninety (90) days after its receipt of actual knowledge or notice of the occurrence of Purchaser's default. Seller agrees that its failure to timely commence such an action for specific performance within such ninety (90) day period shall be deemed a waiver by it of its right to commence an action for specific performance. In no event shall Purchaser have or make or create any cloud on the title to the Property or any part thereon or interest therein, and Purchaser hereby waives and relinquishes any such claims against the Property, including, but not limited to, the filing or recording of any lien, *lis pendens*, affidavit, claim or action affecting title to the Property or any part thereof. Nothing herein shall limit Seller's remedies under Section 18(i) below.

12. **Default by Seller.** If Seller, without the right to do so and in default of its obligations hereunder, fails to complete Settlement or otherwise materially breaches any of its representations, warranties or agreements hereunder, which failure is not cured within ten (10) days following receipt of written notice from Purchaser, then Purchaser may elect, as its sole and exclusive remedy, to (i) terminate this Agreement by written notice to Seller and have the Deposit returned to Purchaser as liquidated damages, whereupon Purchaser shall be deemed to have waived any right to recover any other amounts from Seller and the right to pursue any other remedy permitted at law or in equity against Seller, and this Agreement shall have no further force or effect, or (ii) waive the uncured default and proceed to Settlement, or (iii) sue for the remedy of specific performance to cause Seller to convey title to the Property to Purchaser in accordance with the terms of this Agreement. In no event shall Seller be liable for any damages whatsoever, including, without limitation, consequential, special or punitive damages. As a condition precedent to Purchaser exercising its right to bring an action for specific performance hereunder, Purchaser must commence such an action within ninety (90) days after its receipt of actual knowledge or notice of the occurrence of Seller's default. Purchaser agrees that its failure to timely commence such an action for specific performance within such ninety (90) day period shall be deemed a waiver by it of its right to commence an action for specific performance. Nothing herein shall limit Purchaser's remedies under Section 18(i) below.

13. **Brokerage.** Seller and Purchaser each represent and warrant to the other that it has dealt with no broker, agent, finder or other intermediary in connection with this Agreement, other than Jones Lang LaSalle [Jones Lang LaSalle] ("**Seller's Agent**"). Seller Agent shall be recognized as the sole broker(s) in this transaction. At Settlement, Seller shall pay a brokerage commission to Seller's Agent from the Seller's sales proceeds pursuant to a separate written agreement with Seller.

Each of Seller and Purchaser hereby agrees to indemnify, defend and hold the other party harmless from and against any broker's claim arising from any breach by Seller or Purchaser, respectively, of its representations and warranties in this paragraph. The foregoing indemnification obligations of Seller and Purchaser shall survive Settlement.

14. **Purchaser's Access Rights.**

(a) During the Feasibility Period, Purchaser and its employees, contractors, agents and representatives shall be afforded reasonable access to the Property during reasonable business hours and upon not less than two (2) business days' prior written notice to Seller via e-mail to Maggie Kody at margaret.kody@capitalone.com, Dimitri Karles at dimitrios.karles@capitalone.com and Kamran Khurshid at Kamran.Khurshid@capitalone.com (collectively, "**Purchaser's Access Rights**") to perform Purchaser's inspections and investigations of the Property; provided, however, that in no event shall Purchaser perform or allow to be performed any invasive or intrusive environmental or other testing on or about the Property or contact or otherwise communicate in any manner with any governmental agency regarding any environmental condition with respect to the Property, in either case without Seller's prior written approval. As a condition to any such approval, Seller may, in its sole discretion, require any such invasive or intrusive environmental or other testing to be conducted by a contractor engaged by or on behalf of Seller, at Purchaser's expense and with reliance language in favor of Purchaser in any written report, which contractor and contractor's estimated costs and fees shall be reasonably acceptable to Purchaser and approved in advance in writing by Purchaser upon such terms as may be mutually agreed by the parties. In the event that Purchaser's access to the Property disrupts Seller's ongoing business operations at the Property, as deemed by Seller in Seller's sole and absolute discretion, Seller reserves the right to afford Purchaser reasonable access to the Property outside of normal business hours and further upon the terms and conditions of this Section 14. Purchaser shall deliver to Seller, within three (3) business days after Purchaser's receipt thereof, copies of all written reports, tests, commitments, notes and drawings, if any, received by Purchaser from third parties with respect to the Property. Seller shall have the right, but not the obligation, to have a representative present for any entries on the Property by Purchaser or its employees, contractors, agents or representatives.

(b) Purchaser shall restore and/or repair any area on the Property (or any improvements and/or personal property located on or about the Property) disturbed or damaged in the course of Purchaser's testing or access on or about the Property, to the condition in which such Property existed prior to such access or tests. Purchaser agrees to indemnify, defend, and hold harmless the Seller and the Seller Related Parties (as defined below) from and against any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with any entry upon the Property by Purchaser or its employees, contractors, agents or representatives, and any activities or tests conducted thereon by Purchaser or on behalf of Purchaser. The foregoing indemnification and repair obligations of Purchaser shall survive Settlement or any earlier termination of this Agreement, without limitation as to time.

15. **Termination.** If Purchaser elects to terminate this Agreement pursuant to Section 4(b), Section 6(a)(iii), Section 9, Section 10 or Section 12 of this Agreement, provided that

Purchaser has given timely notice to Seller under such Section(s), if applicable, Purchaser and Seller shall promptly give Escrow Agent written notice to immediately return the Deposit to Purchaser and this Agreement thereupon shall become null and void and there shall be no further rights, obligation or liability on either of Purchaser or Seller except as otherwise specifically provided herein. If Purchaser does not give timely notice of termination to Seller under such Section(s), if applicable, then the Deposit shall become non-refundable and shall be paid or delivered to Seller (but, if applicable, at Settlement it shall be credited to the Purchase Price).

16. **Notice.** All notices, requests and other communications under this Agreement shall be in writing and shall be delivered (i) in person, (ii) by registered or certified mail, return receipt requested, (iii) by recognized overnight delivery service providing positive tracking of items (for example, Federal Express), or (iv) by e-mail provided a copy is sent concurrently by one of the methods described in (i), (ii) or (iii) above, addressed as follows or at such other address of which Seller or Purchaser shall have given notice as herein provided:

SELLER:

Capital One, N.A.
15000 Capital One Drive
Richmond, VA 23238
Attn: Real Estate Administration
Email: realestateadministration@capitalone.com

With copy to:

Capital One, N.A.
1600 Capital One Drive, 27th Floor
McLean, VA 22102
Attn: Chief Counsel—Transactions
Email: dimitrios.karles@capitalone.com and Kamran.Khurshid@capitalone.com

and

JLL
260 Forbes Avenue, Suite 1300
Pittsburgh, Pennsylvania 15259
Attn: Capital One Lease Administration

PURCHASER:

Attn: _____
E-mail: _____

With copy to:

Attn: _____
E-mail: _____

All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof only upon receipt by the party to whom such notice is sent. Notices by the parties may be given, but not received, on their behalf by their respective attorneys.

17. **“As Is” Sale; Release.**

(a) Except as otherwise expressly provided herein, Purchaser hereby expressly agrees and acknowledges, and represents and warrants to Seller, that Purchaser has not entered into this Agreement based upon any representation, warranty, statement or expression of opinion by Seller or any person or entity acting or allegedly acting for or on behalf of Seller with respect to Seller, the Property or the **“Condition of the Property”** (as hereinafter defined). Purchaser acknowledges and agrees that the Property shall be sold and conveyed (and accepted by Purchaser at Settlement) **AS IS, WHERE IS, WITH ALL DEFECTS AND WITHOUT ANY WRITTEN OR ORAL REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW.** Without limiting the foregoing, Seller makes no representation, warranty or covenant, express, implied or statutory, of any kind whatsoever with respect to the Property, including, without limitation, representation, warranty or covenant as to title (other than the special warranty of title expressly set forth in the Deed), survey conditions, use of the Property for Purchaser’s intended use, the physical condition of the Property or any improvements thereon or any repairs required thereto, past or present use, development, investment potential, tax ramifications or consequences, compliance with law, present or future zoning, the presence or absence of hazardous substances or other environmental conditions (including, without limitation, with regard to any underground or above-ground storage tanks on or about the Property, and without limiting anything in this Section 17 the parties expressly agree and acknowledge that Seller shall have no obligation to remove any such tank(s) or correct any environmental issues related thereto), the availability of utilities, access to public roads, habitability, merchantability, fitness or suitability for any purpose, or any other matter with respect to the Property (collectively, the **“Condition of the Property”**), all of which are hereby expressly disclaimed by Seller. Purchaser acknowledges that Seller has made no representations, warranties or covenants as to the Condition of the Property or compliance of the Property with any federal, state, municipal or local statutes, laws, rules, regulations or ordinances including, without limitation, those pertaining to construction, building and health codes, land use, zoning, hazardous substances or toxic wastes or substances, pollutants, contaminants, or other environmental matters.

(b) Purchaser acknowledges and agrees that it will have full opportunity to inspect and investigate each and every aspect of the Property, either independently or through agents of Purchaser’s choosing, including without limitation the Condition of the Property.

(c) Without limiting the above, Purchaser on behalf of itself and its successors and assigns waives any rights to recover from, and forever releases and discharges, Seller, Seller’s affiliates, and its and their shareholders, directors, members, managers, officers, employees and agents, and their respective heirs, successors, personal representatives and assigns (collectively, the

“**Seller Related Parties**”), from any and all demands, claims, causes of action, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, actual attorneys’ fees, consultants’ fees, court costs, expert witness fees, assessment costs, cleanup costs and monitoring costs), whether direct or indirect, known or unknown, foreseen or unforeseen (collectively, “**Claims**”), that may arise on account of or in any way be connected with the physical, environmental or other similar conditions on or about the Property, including without limitation as may arise under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1801, et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), and/or any other federal, state or local environmental, health or safety statutes, regulations, rules, ordinances or common law theories.

(d) The provisions of this Section shall survive Settlement and the delivery of the Deed or any expiration or termination of this Agreement, without limitation as to time. Additionally, the Deed shall contain the following provisions:

“Purchaser specifically takes and accepts the property “AS IS”, “WHERE IS”, in its present condition. Purchaser acknowledges that Seller has made no representations or warranties of any kind or character, express or implied, with respect to the property (other than Seller’s limited warranty of title as set forth herein), including, without limitation, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, fitness for its intended use, fitness for ordinary use, physical or environmental condition (including, without limitation, the presence or absence of any hazardous materials), or any other matter or thing regarding the property herein sold. Seller hereby disclaims all warranties with respect to the property (other than Seller’s limited warranty of title as set forth herein), and Purchaser hereby waives all such warranties. Without limiting the generality of the foregoing, Seller does not warrant that the property is free from redhibitory or latent defects or vices or that it is fit for its intended use or ordinary use, and Seller further specifically disclaims and makes no representations or warranties whatsoever with respect to the quality or quantity of the legal description of the Property set forth herein, including, without limitation, whether the legal description of the Property is over-inclusive or under-inclusive or in any other manner inaccurate, incomplete or defective.”

“As a material and integral consideration for the execution of this act of sale by Seller, Purchaser waives and releases Seller from any and all claims and or causes of action which Purchaser may have or hereafter may be otherwise entitled to , based on vices or defects in the property herein sold, including all improvements located thereon, whether for redhibition or for the reduction or diminution of the purchase price or consideration under Louisiana Civil Code articles 2475, 2520 and 2524, or for peaceable possession or restitution of the purchase price or consideration under Louisiana Civil Code articles 2475 and 2500 through 2517, concealment or based upon any other theory of law. The Purchaser further assumes the risk as to all vices and defects in the property, including all improvements located thereon, whether those vices or defects are latent and/or not discoverable upon simple inspection, and

including those vices or defects, knowledge of which would deter Purchaser from making this purchase.”

“Purchaser further acknowledges that Purchaser (a) had ample opportunity to fully inspect the property, (b) has inspected the property to the extent Purchaser desired, (c) desires to purchase the property in its present condition, (d) agrees to purchase the property subject to any physical encroachments on the property or any physical encroachments by improvements located on the property onto adjacent property.”

“Without limiting the generality of the foregoing and as further consideration for this sale, Purchaser, its assigns and transferees hereby accepts the Property “as is, where is”, in its existing environmental condition and waives, discharges, and releases Seller, its affiliates, predecessors, successors, assigns, agents, officers, employees, directors and insurers from any and all claims and/or causes of action which Purchaser or its assigns or transferees may have or hereafter be otherwise entitled to, whether affecting person and/or property, for (i) any environmental liabilities arising from the Property, including any claims, demands, causes of actions (both public and private), judgments, attorneys' fees, costs, expenses, penalties and fines, imposed or assessed under any federal, state or local environmental law, rule, regulation, or ordinance involving the environment including, but without limitation, Statewide Order 29 B by Office of Conservation, Department of Natural Resources, State of Louisiana, the Louisiana Abandoned Oilfield Waste State Law (La. R.S. 30:71, et seq.), as amended, the Louisiana Environmental Quality Act (La. R.S. 30:2001, et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. §9601, et seq.), as amended, The Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), the Superfund Amendments and Reauthorization Act of 1986, and the Toxic Substances Control Act (15 U.S.C. §2601, et seq.), as amended and/or (ii) the existence of any Hazardous Materials in, on, under or from the Property. “Hazardous Materials” means and includes mold, mildew, and other fungi (including but not limited to aspergillus/penicillium, bipolaris/derschlera, and stachybotrys), lead paint, asbestos, petroleum products and/or any materials defined as “hazardous pollutants”, “toxic pollutants”, “pollutants”, “hazardous substances”, “hazardous waste”, “hazardous constituents” or “solid waste” or language of similar import in (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1990, 42 U.S.C. §9601 et seq., (b) the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., (c) the Clean Air Act, 42 U.S.C. §7401 et seq., (d) the Clean Water Act, 33 U.S.C. §1251 et seq., and/or (e) any other federal, state or local environmental statute or ordinance and any regulations promulgated under any of the foregoing, all as amended from time to time, and any regulation, as well as any other substance or substances the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or law, or which is or becomes defined as or has the characteristics of a conventional, nonconventional, hazardous, toxic or solid waste, material, substance, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance pertaining to human health and for the environment as amended.

Purchaser's signature"

18. **Miscellaneous.**

(a) Time is and shall be of the essence with respect to each of the terms and conditions hereof. If any date herein set forth for the performance of any obligation by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligation or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "**legal holiday**" means any state or federal holiday on which financial institutions or post offices are generally closed in the state in which the Property is located.

(b) The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

(c) Purchaser shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Seller; provided, however, that Purchaser may assign this Agreement to an entity controlling, controlled by, or under common control with Purchaser or its principals, upon prior written notice to Seller. No assignment made by Purchaser shall relieve Purchaser of its obligations under this Agreement. Purchaser shall give written notice to Seller at least ten (10) days prior to Settlement of any proposed assignment of this Agreement and the name of the proposed assignee.

(d) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and (with respect to Purchaser, permitted) assigns. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto and, to the extent expressly set forth herein, upon Escrow Agent. The acceptance by Purchaser of the Deed transferring title to the Property to Purchaser shall be deemed to be full performance of and discharge of any and all agreements and obligations to be performed by Seller pursuant to the provisions of this Agreement, except where such agreements and obligations are specifically stated to survive Settlement and delivery of the Deed.

(e) This Agreement, including the exhibits attached hereto, contains the whole agreement between Seller and Purchaser as to the sale and purchase of the Property, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale and purchase. This Agreement shall not be altered, amended, changed or modified except in writing executed by the parties hereto.

(f) This Agreement shall be construed in accordance with the laws of the State of Louisiana, without regard to its choice of law principles. The parties expressly consent to the personal jurisdiction of the state and federal courts situated in such state.

(g) Both parties to this Agreement having participated fully and equally in the negotiation and preparation hereof, this Agreement shall not be more strictly construed, or any ambiguities within this Agreement resolved, against either party hereto.

(h) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one original Agreement. This Agreement shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto), and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to each other. An executed counterpart of this Agreement transmitted by facsimile, email or other electronic transmission shall be deemed an original counterpart and shall be as effective as an original counterpart of this Agreement and shall be legally binding upon the parties hereto to the same extent as delivery of an original counterpart. Digital signatures and other electronic signatures of this Agreement (including, but not limited to, DocuSign) and copies of electronic or manual signatures of this Agreement transmitted by .PDF or email shall be binding and considered fully effective as if they were original signatures.

(i) In the event of any proceeding brought by either party to enforce the terms of or arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred in connection therewith, including reasonable attorneys' fees. The term "**prevailing party**" is defined to mean the party who obtains a determination of wrongful conduct by the other party regardless of whether actual damages are awarded.

(j) The parties, or either of them, shall have the right to secure a trade or exchange of properties of like kind of the parties' respective choices (pursuant to Section 1031 of the Internal Revenue Code as amended), as long as the obligations imposed on the other party shall not be greater than the terms and conditions of this Agreement, nor impose any material costs or other obligations on the other party, and nor shall such obligations delay the Settlement Date beyond that allowed by this Agreement. Nothing in this Section 18 shall require either party to take title to any other real property as part of its obligation to cooperate in any such trade or exchange.

(k) Each party hereto agrees to maintain all "**Confidential Information**" (as hereinafter defined) in confidence and not to disclose any such information to any other party without the prior written consent of the other party hereto, except as otherwise expressly permitted herein. For the purposes of this paragraph, "**Confidential Information**" means the existence of this Agreement, the terms and conditions of this Agreement and of any letter of intent heretofore executed by the parties with respect to the Property, and all other information, whether oral or written, communicated by either party hereto (or its agents) to the other party hereto (or its agents) regarding the use, ownership or operation of the Property, including, without limitation, any development or proposed development, any financial information, and any and all plans, specifications, site plans, drawings, or other documents relating to the Property (regardless of whether labeled as "**confidential**"). Notwithstanding the foregoing, disclosure of Confidential Information shall be permitted (i) if and to the extent required by law, (ii) by a party to its attorneys, brokers, or other agents in connection with the execution of this Agreement or the Settlement, and (iii) if and to the extent such Confidential Information has been previously disclosed in accordance herewith. The terms of this paragraph shall survive the Settlement and the recordation of the Deed, or any earlier termination of this Agreement. Purchaser acknowledges that Seller's business operations on the Property are ongoing, as such cessation of said business operations and sale of the Property are highly confidential and shall not be disclosed by Purchaser, except as expressly provided hereunder.

(l) If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable. Notwithstanding the foregoing sentence, if (i) any provision of this Agreement is finally determined by a court of competent jurisdiction to be unenforceable or invalid in whole or in part, (ii) the opportunity for all appeals of such determination have expired, and (iii) such unenforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain, such party may terminate this Agreement within thirty (30) days after the final determination by notice to the other. If such party so elects to terminate this Agreement, then this Agreement shall be terminated and neither party shall have any further rights, obligations or liabilities hereunder, except with respect to any provisions which by their express terms survive the termination of this Agreement (including, without limitation, Purchaser's repair and indemnification obligations as set forth in Section 14 and the parties' respective confidentiality obligations as set forth in Section 18(k)), and except that Purchaser shall be entitled to a return of the Deposit as long as Purchaser is not otherwise in default hereunder.

(m) No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy. No waiver by either party of any breach hereunder or failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

(n) SELLER AND PURCHASER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE.

(o) IT IS EXPRESSLY AGREED THAT ANY LIABILITY BY SELLER ARISING HEREUNDER, FOR ANY REASON WHATSOEVER, SHALL BE LIMITED TO SELLER'S INTERESTS IN AND TO THE PROPERTY. IT IS FURTHER HEREBY EXPRESSLY AGREED THAT IN NO EVENT SHALL ANY SELLER RELATED PARTIES HAVE ANY PERSONAL LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREIN.

(p) Seller and Purchaser acknowledge that neither this Agreement nor any memorandum or affidavit thereof, or any similar document, shall be recorded in any public records. Should Purchaser ever record or attempt to record this Agreement or a memorandum or affidavit thereof, or any similar document, then notwithstanding anything herein to the contrary, the recordation or attempt at recordation shall constitute a default by Purchaser hereunder, and in addition to the other remedies provided for herein, Seller may terminate this Agreement and, in Seller's sole discretion, file a notice of termination with respect to any such recorded document, including in the parish in which the Property is located, whereupon Purchaser shall reimburse Seller for all costs

associated therewith within ten (10) days after demand therefor. The terms of this paragraph shall survive Settlement or any earlier termination of this Agreement.

(q) Purchaser agrees to comply with any and all reporting requirements with respect to foreign ownership that are applicable to the transaction contemplated hereunder as set forth in any law, statute, ordinance, rule, regulation, order or determination of any governmental authority including, but not limited to, The International Investment Survey Act of 1976, The Agricultural Foreign Investment Disclosure Act of 1978, The Foreign Investment in Real Property Tax Act of 1980 and the Tax Reform Act of 1984.

19. **Insurance.**

(a) Within five (5) days after the Effective Date and in any event prior to any entry onto the Property by Purchaser or its employees, contractors, agents or representatives, Purchaser, at no cost or expense to Seller, shall obtain a policy of commercial general liability insurance, protecting against any and all claims for injury to persons or property occurring in, on or about the Property and protecting against assumed or contractual liability under this Agreement with respect to the Property and the operations of Purchaser and its employees and agents in, on or about the Property, with such policy to have a combined single limit of at least the greater of the Purchase Price or TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) or such greater amount(s) as Seller may from time to time reasonably require. Purchaser shall maintain such policy in full force and effect, or cause the same to be maintained in full force and effect, from and including the date of this Agreement through the date of Settlement hereunder.

(b) The by this Section 19 shall be (i) procured sound and reputable insurers licensed to do business in the State of Louisiana, (ii) in such form and with such provisions as are generally considered standard provisions for the type of insurance involved, and (iii) evidenced by a certificate of insurance naming Seller as an additional insured, as its interest may appear. Purchaser shall deliver such certificate of insurance to Seller within five (5) days after the Effective Date and in any event prior to any entry onto the Property by Purchaser or its employees, contractors, agents or representatives. Purchaser shall deliver a true, correct and complete copy of the underlying insurance policy to Seller promptly upon request. Such insurance policy shall provide that it cannot be canceled, modified, or terminated until at least thirty (30) days after written notice thereof is given to Seller. The insurance policy required hereunder shall be renewed by Purchaser and proof of such renewal delivered to Seller, at least thirty (30) days prior to the expiration date thereof. Maintenance by Purchaser of the insurance required herein shall in no way be interpreted as relieving Purchaser of any other obligations it may have under this Agreement. The insurance policy carried hereunder shall expressly waive any right of subrogation on the part of the insurer against Seller.

(c) Failure by Purchaser to deliver evidence of the insurance required under this Section 19 to Seller timely and otherwise in accordance with this Section 19 shall be deemed a material default by Purchaser under this Agreement.

[SIGNATURES COMMENCE ON NEXT PAGE]

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be duly executed as of the day and year first written above.

SELLER:

CAPITAL ONE, NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Title: _____
Date: _____, 20__

PURCHASER:

_____,
a _____

By: _____
Name: _____
Title: _____
Date: _____, 20__

The Escrow Agent executes this Agreement to acknowledge receipt of the Deposit and agrees to be bound by the terms and conditions set forth herein with respect to the Deposit.

CYPRESS TITLE, LLC

By: _____
Name: _____
Title: _____
Address: 1800 City Farm Drive, Building 3
Baton Rouge, LA 70806
Attn: Bryan Denison, Jason
Dupree, and Markie Hastings
David

Exhibits

Exhibit A – Description of the Property
Exhibit B – Form of Deed
Exhibit C – Form of FIRPTA Affidavit
Exhibit D – Form of Owner's Affidavit

EXHIBIT A

DESCRIPTION OF PROPERTY

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, located in. Terrebonne Parish, State of Louisiana, and identified as Parcel A-1 of the Lee Matherne Estate located in Section 90, Township 16 South, Range 17 East, on a plan of resubdivision of Charles L. McDonald Land Surveyor, Inc., dated October 24, 1999, approved by the Terrebonne Parish Planning Commission on January 5, 2000, and registered as Entry No. 1062586, and in accordance with a survey of Charles L. MacDonald, dated November 2, 1999, revised January 6, 2000, said Parcel A-1 is more particularly described as follows:

Begin at the intersection of the southerly right of way line of Savanne Road and the westerly right of way line of State Highway No. 3040 (Martin Luther King Boulevard) designated as Point A;

Thence along the westerly right of way line of State Highway No. 3040 along the arc of a curve to the left with a radius of 816.20 feet, an arc distance of 160.00 feet to Point B;

Thence leaving said right of way line N86°57'07"W a distance of 317.9 feet to Point C on a drainage canal;

Thence N13°54'47"E a distance of 120.91 feet to Point D on the southerly right of way line of Savanne Road;

Thence along said right of way line N78°23'18"E a distance of 139.67 feet to Point E;

Thence N77°28'45"E a distance of 123.81 feet to Point F;

Thence S65°25'01"E a distance of 91.34 feet to the Point of Beginning.

AND

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, located in Terrebonne Parish, State of Louisiana, and identified as Parcel A-2 of the Lee Matherne Estate located in Section 90, Township 16 South, Range 17 East, on a plan of resubdivision of Charles L. McDonald Land Surveyor, Inc., dated January 12, 2005, approved by the Terrebonne Parish Planning Commission on February 1, 2005, and registered as Entry No. _____, and in accordance with a survey of Charles L. MacDonald, dated February 15, 2005, said Parcel A-2 is more particularly described as follows:

A certain tract of land located in the Parish of Terrebonne, State of Louisiana containing 28,869.9 square feet, and being designated as Parcel "A-2" of the Redivision of Parcel A of the Estate of Lee Matherne. Said tract is described as beginning on the westernmost right of way line of Louisiana State Highway 3040 (Martin Luther King Boulevard) at the common property corner of said tract and Parcel "A-1" of the redivision of Parcel "A" to the Estate of Lee Matherne.

Thence: in a southerly direction along a curve to the left having an Arc distance of 90.73 feet and a Radius of 816.20 feet to a point;

Thence: N86°57'07"W for a distance of 324.71' more or less to a point;

Thence: In a northerly direction along the waters edge of a drainage canal for a distance of 91.64' feet more or less to a point;

Thence: S86°57'07"E for a distance of 317.90 feet more or less to the point of beginning.

Said tract is bounded on the north by Parcel "A-1", on the east by Louisiana State Highway 3040 (Martin. Luther King Boulevard), on the south by the Remaining Portion of Parcel "A" of the Estate of Lee Matherne, and on the west by a Drainage Canal. All of the above is more fully shown on a map prepared by Charles L. McDonald, Land Surveyors, Inc. entitled "MAPSHOWING THE REDIVISION OF PARCEL "A" OF THE ESTATE OF LEE MATHERNE LOCATED IN SECTION 90, T1 7S-R 17E, TERREBONNE PARISH, LOUISIANA" dated January 12, 2005, approved by the Terrebonne Parish Planning Department on February 1, 2005.

EXHIBIT B

FORM OF DEED

CASH SALE * UNITED STATES OF AMERICA
BY * STATE OF _____
CAPITAL ONE, NATIONAL ASSOCIATION * COUNTY/CITY OF _____
TO * STATE OF _____
_____* COUNTY/PARISH OF _____
* * * * *

BE IT KNOWN, that on the dates hereinafter set forth, but effective as of _____, 20__, before the undersigned Notaries Public, duly commissioned and qualified in and for the States and Counties or Parishes hereinafter set forth, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

CAPITAL ONE, NATIONAL ASSOCIATION (TIN xx-xxx0640), a national banking association, formerly known as Hibernia National Bank, represented herein by its duly authorized officer, duly authorized pursuant to a Certificate attached hereto and made a part hereof, who declares its mailing address to be 1307 Walt Whitman Road, Melville, New York 11747

(hereinafter referred to as “Seller”,)

who declared that Seller does by these presents, hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver without any warranty of title whatsoever (except for the warranty against eviction caused by the Seller’s acts as required by La. Civil Code Art. 2503), even as to the return of the purchase price or any portion thereof, but with full substitution and subrogation in and to all the rights and actions of warranty which Seller has or may have against all preceding owners and vendors unto:

_____(TIN xx-xxx____), a
____domiciled in the Parish of _____, State of
_____, represented herein by its duly authorized _____,
duly authorized pursuant to a _____attached hereto and made
a part hereof, who declares its mailing address to be

(hereinafter referred to as "Purchaser", whether one or more)

here present, accepting, and purchasing for Purchaser, Purchaser's successors, heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, prescriptions, appurtenances and advantages thereto belonging or in anywise appertaining (collectively, the "Property"), to-wit:

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, located in Terrebonne Parish, State of Louisiana, and identified as Parcel A-1 of the Lee Matherne Estate located in Section 90, Township 16 South, Range 17 East, on a plan of resubdivision of Charles L. McDonald Land Surveyor, Inc., dated October 24, 1999, approved by the Terrebonne Parish Planning Commission on January 5, 2000, and registered as Entry No. 1062586, and in accordance with a survey of Charles L. MacDonald, dated November 2, 1999, revised January 6, 2000, said Parcel A-1 is more particularly described as follows:

Begin at the intersection of the southerly right of way line of Savanne Road and the westerly right of way line of State

Highway No. 3040 (Martin Luther King Boulevard) designated as Point A;

Thence along the westerly right of way line of State Highway No. 3040 along the arc of a curve to the left with a radius of 816.20 feet, an arc distance of 160.00 feet to Point B;

Thence leaving said right of way line N86°57'07"W a distance of 317.9 feet to Point C on a drainage canal;

Thence N13°54'47"E a distance of 120.91 feet to Point D on the southerly right of way line of Savanne Road;

Thence along said right of way line N78°23'18"E a distance of 139.67 feet to Point E;

Thence N77°28'45"E a distance of 123.81 feet to Point F;

Thence S65°25'01"E a distance of 91.34 feet to the Point of Beginning.

AND

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, located in Terrebonne Parish, State of Louisiana, and identified as Parcel A-2 of the Lee Matherne Estate located in Section 90, Township 16 South, Range 17 East, on a plan of resubdivision of Charles L. McDonald Land Surveyor, Inc., dated January 12, 2005, approved by the Terrebonne Parish Planning Commission on February 1, 2005, and registered as Entry No. _____, and in accordance with a survey of Charles L. MacDonald, dated February 15, 2005, said Parcel A-2 is more particularly described as follows:

A certain tract of land located in the Parish of Terrebonne, State of Louisiana containing 28,869.9 square feet, and being designated as Parcel "A-2" of the Redivision of Parcel A of the Estate of Lee Matherne. Said tract is described as beginning on the westernmost right of way line of Louisiana State Highway 3040 (Martin Luther King Boulevard) at the common property corner of said tract and Parcel "A-1" of the redivision of Parcel "A" to the Estate of Lee Matherne.

Thence: in a southerly direction along a curve to the left having an Arc distance of 90.73 feet and a Radius of 816.20 feet to a point;

Thence: N86°57'07"W for a distance of 324.71' more or less to a point;

Thence: In a northerly direction along the waters edge of a drainage canal for a distance of 91.64' feet more or less to a point;

Thence: S86°57'07"E for a distance of 317.90 feet more or less to the point of beginning.

Said tract is bounded on the north by Parcel "A-1 ", on the east by Louisiana State Highway 3040 (Martin. Luther King Boulevard), on the south by the Remaining Portion of Parcel "A" of the Estate of Lee Matherne, and on the west by a Drainage Canal. All of the above is more fully shown on a map prepared by Charles L. McDonald, Land Surveyors, Inc. entitled "MAPSHOWING THE REDIVISION OF PARCEL "A" OF THE ESTATE OF LEE MATHERNE LOCATED IN SECTION 90, T1 7S-R 17E, TERREBONNE PARISH, LOUISIANA" dated January 12, 2005, approved by the Terrebonne Parish Planning Department on February 1, 2005.

The parties expressly acknowledge and agree that the Property does not include the security system and equipment, if any, located at the Property, including, but not limited to, panels, monitors and sensor lights, which are and shall remain the personal property of Seller and shall not be included in the sale of the Property to Purchaser. Seller is removing its security system and equipment from the Property on or prior to the closing date of this sale.

This act is made and accepted subject to all matters of record affecting the Property. The parties hereto declare that they do not hereby intend, by the execution of these presents, to interrupt, or suspend, the running of any prescription or preemption which has run or may run in connection with any such matters of record affecting the Property, nor do the parties intend to revive, establish or initiate any one or more of such matters which may not now or hereafter be binding upon the Property and/or the parties hereto.

To have and to hold the Property unto the Purchaser, and Purchaser's successors, heirs and assigns forever.

PURCHASER SPECIFICALLY TAKES AND ACCEPTS THE PROPERTY HEREIN SOLD, INCLUDING ALL IMPROVEMENTS LOCATED THEREON, "AS IS", "WHERE IS", IN ITS PRESENT CONDITION. PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY (OTHER THAN SELLER'S LIMITED WARRANTY OF TITLE AS SET FORTH HEREIN), INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO THE HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR ITS INTENDED USE, FITNESS FOR ORDINARY USE, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS), OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY HEREIN SOLD. SELLER HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PROPERTY (OTHER THAN SELLER'S LIMITED WARRANTY OF TITLE AS SET FORTH HEREIN), AND PURCHASER HEREBY WAIVES ALL SUCH WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER DOES NOT WARRANT THAT THE PROPERTY IS FREE FROM REDHIBITORY OR LATENT DEFECTS OR VICES OR THAT IT IS FIT FOR ITS

INTENDED USE OR ORDINARY USE, AND SELLER FURTHER SPECIFICALLY DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE QUALITY OR QUANTITY OF THE LEGAL DESCRIPTION OF THE PROPERTY SET FORTH HEREIN, INCLUDING, WITHOUT LIMITATION, WHETHER THE LEGAL DESCRIPTION OF THE PROPERTY IS OVER-INCLUSIVE OR UNDER-INCLUSIVE OR IN ANY OTHER MANNER INACCURATE, INCOMPLETE OR DEFECTIVE.

AS A MATERIAL AND INTEGRAL CONSIDERATION FOR THE EXECUTION OF THIS ACT OF SALE BY SELLER, PURCHASER WAIVES AND RELEASES SELLER FROM ANY AND ALL CLAIMS AND OR CAUSES OF ACTION WHICH PURCHASER MAY HAVE OR HEREAFTER MAY BE OTHERWISE ENTITLED TO, BASED ON VICES OR DEFECTS IN THE PROPERTY HEREIN SOLD, INCLUDING ALL IMPROVEMENTS LOCATED THEREON, WHETHER FOR REDHIBITION OR FOR THE REDUCTION OR DIMINUTION OF THE PURCHASE PRICE OR CONSIDERATION UNDER LOUISIANA CIVIL CODE ARTICLES 2475, 2520 AND 2524, OR FOR PEACEABLE POSSESSION OR RESTITUTION OF THE PURCHASE PRICE OR CONSIDERATION UNDER LOUISIANA CIVIL CODE ARTICLES 2475 AND 2500 THROUGH 2517, CONCEALMENT OR BASED UPON ANY OTHER THEORY OF LAW. THE PURCHASER FURTHER ASSUMES THE RISK AS TO ALL VICES AND DEFECTS IN THE PROPERTY, INCLUDING ALL IMPROVEMENTS LOCATED THEREON, WHETHER THOSE VICES OR DEFECTS ARE LATENT AND/OR NOT DISCOVERABLE UPON SIMPLE INSPECTION, AND INCLUDING THOSE VICES OR DEFECTS, KNOWLEDGE OF WHICH WOULD DETER PURCHASER FROM MAKING THIS PURCHASE.

PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER (A) HAD AMPLE OPPORTUNITY TO FULLY INSPECT THE PROPERTY, (B) HAS INSPECTED THE PROPERTY TO THE EXTENT PURCHASER DESIRED, (C) DESIRES TO PURCHASE THE PROPERTY IN ITS PRESENT CONDITION, (D) AGREES TO PURCHASE THE PROPERTY SUBJECT TO ANY PHYSICAL ENCROACHMENTS ON THE PROPERTY OR ANY PHYSICAL ENCROACHMENTS BY IMPROVEMENTS LOCATED ON THE PROPERTY ONTO ADJACENT PROPERTY.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND AS FURTHER CONSIDERATION FOR THIS SALE, PURCHASER, ITS ASSIGNS AND TRANSFEREES HEREBY ACCEPTS THE PROPERTY "AS IS, WHERE IS", IN ITS EXISTING ENVIRONMENTAL CONDITION AND WAIVES, DISCHARGES, AND RELEASES SELLER, ITS AFFILIATES, PREDECESSORS, SUCCESSORS, ASSIGNS, AGENTS, OFFICERS, EMPLOYEES, DIRECTORS AND INSURERS FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION WHICH PURCHASER OR ITS ASSIGNS OR TRANSFEREES MAY HAVE OR HEREAFTER BE OTHERWISE ENTITLED TO, WHETHER AFFECTING PERSON AND/OR PROPERTY, FOR (I) ANY ENVIRONMENTAL LIABILITIES ARISING FROM THE PROPERTY, INCLUDING ANY CLAIMS, DEMANDS, CAUSES OF ACTIONS (BOTH PUBLIC AND PRIVATE), JUDGMENTS, ATTORNEYS' FEES, COSTS, EXPENSES, PENALTIES AND FINES, IMPOSED OR ASSESSED UNDER ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW, RULE, REGULATION, OR ORDINANCE INVOLVING THE

ENVIRONMENT INCLUDING, BUT WITHOUT LIMITATION, STATEWIDE ORDER 29 B BY OFFICE OF CONSERVATION, DEPARTMENT OF NATURAL RESOURCES, STATE OF LOUISIANA, THE LOUISIANA ABANDONED OILFIELD WASTE STATE LAW (LA. R.S. 30:71, ET SEQ.), AS AMENDED, THE LOUISIANA ENVIRONMENTAL QUALITY ACT (LA. R.S. 30:2001, ET SEQ.), AS AMENDED, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, (42 U.S.C. §9601, ET SEQ.), AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. §6901, ET SEQ.), THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, AND THE TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. §2601, ET SEQ.), AS AMENDED AND/OR (II) THE EXISTENCE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER OR FROM THE PROPERTY. "HAZARDOUS MATERIALS" MEANS AND INCLUDES MOLD, MILDEW, AND OTHER FUNGI (INCLUDING BUT NOT LIMITED TO ASPERGILLUS/PENICILLIUM, BIPOLARIS/DERSCHLERA, AND STACHYBOTRYS), LEAD PAINT, ASBESTOS, PETROLEUM PRODUCTS AND/OR ANY MATERIALS DEFINED AS "HAZARDOUS POLLUTANTS", "TOXIC POLLUTANTS", "POLLUTANTS", "HAZARDOUS SUBSTANCES", "HAZARDOUS WASTE", "HAZARDOUS CONSTITUENTS" OR "SOLID WASTE" OR LANGUAGE OF SIMILAR IMPORT IN (A) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1990, 42 U.S.C. §9601 ET SEQ., (B) THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §6901 ET SEQ., (C) THE CLEAN AIR ACT, 42 U.S.C. §7401 ET SEQ., (D) THE CLEAN WATER ACT, 33 U.S.C. §1251 ET SEQ., AND/OR (E) ANY OTHER FEDERAL, STATE OR LOCAL ENVIRONMENTAL STATUTE OR ORDINANCE AND ANY REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING, ALL AS AMENDED FROM TIME TO TIME, AND ANY REGULATION, AS WELL AS ANY OTHER SUBSTANCE OR SUBSTANCES THE PRESENCE OF WHICH REQUIRES INVESTIGATION OR REMEDIATION UNDER ANY FEDERAL, STATE OR LOCAL STATUTE, REGULATION, ORDINANCE, ORDER, ACTION, POLICY OR LAW, OR WHICH IS OR BECOMES DEFINED AS OR HAS THE CHARACTERISTICS OF A CONVENTIONAL, NONCONVENTIONAL, HAZARDOUS, TOXIC OR SOLID WASTE, MATERIAL, SUBSTANCE, POLLUTANT OR CONTAMINANT UNDER ANY FEDERAL, STATE OR LOCAL STATUTE, REGULATION, RULE OR ORDINANCE PERTAINING TO HUMAN HEALTH AND FOR THE ENVIRONMENT AS AMENDED.

PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS CONTAINED HEREIN ARE A MATERIAL FACTOR IN SELLER'S ACCEPTANCE OF THE PURCHASE PRICE, AND THAT SELLER IS UNWILLING TO SELL THE PROPERTY TO PURCHASER UNLESS SELLER IS RELEASED AS EXPRESSLY SET FORTH ABOVE.

Purchaser's initials

This sale is made and accepted for and in consideration of the price and sum of _____ (\$_____.00) DOLLARS cash, which Purchaser has well and truly paid, in ready and current money to Seller, who hereby acknowledges the

receipt thereof and grants full acquittance and discharge therefor.

All taxes up to and including the taxes due and eligible in 20__ are paid. Taxes for the current year have been prorated between Seller and Purchaser as of the date hereof. In accordance with La. R.S. 9:2721(A), from and after the date of this act of Cash Sale, (a) the name of the person responsible for all property taxes and assessments is Purchaser, and (b) all future property tax and assessment notices should be mailed to the Purchaser's address shown above.

The parties hereto do hereby waive and dispense with the production of any and all certificates and/or researches required by law and relieve and release the undersigned Notaries Public and the sureties on our respective notarial bonds, if any, from any and all liability and/or responsibility for the nonproduction thereof.

This Cash Sale may be executed by the parties thereto in several counterparts, each of which when so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

SIGNATURE PAGES FOLLOW.

THUS DONE AND PASSED in multiple originals, in the City or County of _____, State of _____, on the __day of _____, 20__, in the presence of the undersigned competent witnesses who have signed their names, together with appearers and me, Notary.

WITNESSES:

CAPITAL ONE, NATIONAL ASSOCIATION

Print name:_____

By:_____
Name:_____
Title:_____

Print name:_____

NOTARY PUBLIC

Name:_____

Notary Id./Bar Roll No.:_____

My Commission Expires:_____

THUS DONE AND PASSED in multiple originals, in the County or Parish of _____, State of _____, on the __ day of _____, 20__, in the presence of the undersigned competent witnesses who have signed their names, together with appearers and me, Notary.

WITNESSES:

Print name:_____

By:_____

Name:_____

Title:_____

Print name:_____

NOTARY PUBLIC

Name:_____

Notary Id./Bar Roll No.:_____

My Commission Expires:_____

EXHIBIT C
FORM OF FIRPTA AFFIDAVIT
NON-FOREIGN AFFIDAVIT

(Pursuant to 26 U.S.C. Section 1445 & Treas. Reg. Section 1.1445-2(b) (2) (iii))

Date: _____, 20____

Transferor: CAPITAL ONE, NATIONAL ASSOCIATION,
a national banking association ("**Transferor**")

Transferor's Address: Capital One, National Association
(including county) 1307 Walt Whitman Road
Melville, NY 11747
(Suffolk County, NY)

Transferor's U.S. Taxpayer
Identification Number: 72-0210640

Transferee: _____
a _____ ("**Transferee**")

Property: See attached **Exhibit "A"**.

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Transferor, the undersigned certifies on behalf of Transferor that the contents of this affidavit are true.

1. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

2. Transferor is not a disregarded entity, as such term is defined in Internal Revenue Code Income Tax Regulation § 1.1445-2(b)(2)(iii).

3. Transferor's address and U.S. taxpayer identification number set forth herein are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained in this affidavit could be punished by fine, imprisonment, or both. Under penalties of perjury the undersigned declares that he or she has examined this Affidavit and to the best of his or her knowledge and belief it is true, correct and complete, and the undersigned further declares that he or she has authority to sign this document on behalf of Transferor.

[Signature Page Follows]

TRANSFEROR:

CAPITAL ONE, NATIONAL ASSOCIATION,
a national banking association

By: _____

Name: _____

Title: _____

STATE OF _____:

CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____,
20_, by _____, in his capacity as the _____ of CAPITAL
ONE, NATIONAL ASSOCIATION, a national banking association, on behalf of the banking
association.

My commission expires: _____

Notary's Registration No.: _____

(SEAL)

Notary Public

[Signature Page to Non-Foreign Affidavit]

EXHIBIT "A"
to Non-Foreign Affidavit

Description of Property

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, located in Terrebonne Parish, State of Louisiana, and identified as Parcel A-1 of the Lee Matherne Estate located in Section 90, Township 16 South, Range 17 East, on a plan of resubdivision of Charles L. McDonald Land Surveyor, Inc., dated October 24, 1999, approved by the Terrebonne Parish Planning Commission on January 5, 2000, and registered as Entry No. 1062586, and in accordance with a survey of Charles L. MacDonald, dated November 2, 1999, revised January 6, 2000, said Parcel A-1 is more particularly described as follows:

Begin at the intersection of the southerly right of way line of Savanne Road and the westerly right of way line of State Highway No. 3040 (Martin Luther King Boulevard) designated as Point A;

Thence along the westerly right of way line of State Highway No. 3040 along the arc of a curve to the left with a radius of 816.20 feet, an arc distance of 160.00 feet to Point B;

Thence leaving said right of way line N86°57'07"W a distance of 317.9 feet to Point C on a drainage canal;

Thence N13°54'47"E a distance of 120.91 feet to Point D on the southerly right of way line of Savanne Road;

Thence along said right of way line N78°23'18"E a distance of 139.67 feet to Point E;

Thence N77°28'45"E a distance of 123.81 feet to Point F;

Thence S65°25'01"E a distance of 91.34 feet to the Point of Beginning.

AND

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, located in Terrebonne Parish, State of Louisiana, and identified as Parcel A-2 of the Lee Matherne Estate located in Section 90, Township 16 South, Range 17 East, on a plan of resubdivision of Charles L. McDonald Land Surveyor, Inc., dated January 12, 2005, approved by the Terrebonne Parish Planning Commission on February 1, 2005, and registered as Entry No. _____, and in accordance with a survey of Charles L. MacDonald, dated February 15, 2005, said Parcel A-2 is more particularly described as follows:

A certain tract of land located in the Parish of Terrebonne, State of Louisiana containing 28,869.9 square feet, and being designated as Parcel "A-2" of the Redivision of Parcel A of the Estate of Lee Matherne. Said tract is described as beginning on the westernmost right of way line of Louisiana State Highway 3040 (Martin Luther King Boulevard) at the common property corner of said tract and Parcel "A-1" of the redivision of Parcel "A" to the Estate of Lee Matherne.

Thence: in a southerly direction along a curve to the left having an Arc distance of 90.73 feet and a Radius of 816.20 feet to a point;

Thence: N86°57'07"W for a distance of 324.71' more or less to a point;

Thence: In a northerly direction along the waters edge of a drainage canal for a distance of 91.64' feet more or less to a point;

Thence: S86°57'07"E for a distance of 317.90 feet more or less to the point of beginning.

Said tract is bounded on the north by Parcel "A-1", on the east by Louisiana State Highway 3040 (Martin Luther King Boulevard), on the south by the Remaining Portion of Parcel "A" of the Estate of Lee Matherne, and on the west by a Drainage Canal. All of the above is more fully shown on a map prepared by Charles L. McDonald, Land Surveyors, Inc. entitled "MAPSHOWING THE REDIVISION OF PARCEL "A" OF THE ESTATE OF LEE MATHERNE LOCATED IN SECTION 90, T1 7S-R 17E, TERREBONNE PARISH, LOUISIANA" dated January 12, 2005, approved by the Terrebonne Parish Planning Department on February 1, 2005.

EXHIBIT D

FORM OF OWNER'S AFFIDAVIT

AFFIDAVIT AS TO MECHANICS' LIENS AND POSSESSION

TO: CYPRESS TITLE

FILE NO.: _____

Effective as of the ____ day of _____, 20__ (the "**Effective Date**"), CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association formerly known as Hibernia National Bank ("**Affiant**"), hereby declares as follows with respect to the property located at _____, as more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Property**");

(a) To Affiant's knowledge without investigation, there has been no work performed, services rendered or materials furnished by or on behalf of Affiant in connection with repairs, improvements, development, construction, removal, alterations, demolition or similar activities with respect to the Property during the seventy (70) days prior to the date hereof, for which payment has not been made or provided for.

(b) To Affiant's knowledge without investigation, there are no outstanding claims or persons entitled to any claim or right to a claim for a mechanic's or materialman's lien against the Property in connection with work performed, services rendered or materials furnished by or on behalf of Affiant.

(c) To Affiant's knowledge without investigation, there are no outstanding, unrecorded leases or other similar agreements, written or oral, with respect to the Property and to which the Affiant is a party, except for tenants in possession under unrecorded leases (if any) previously delivered to the purchaser of the Property.

This affidavit is made for the purpose of inducing you to insure title to the Property without exception to (i) claims of mechanics or materialmen or (ii) rights of parties in possession except as set forth above.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Affidavit as of the Effective Date set forth above.

CAPITAL ONE, NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Title: _____

STATE OF _____:

CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 20_, by _____, in his/her capacity as the _____ of CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association, on behalf of the banking association.

My commission expires: _____
Notary's Registration No.: _____

(SEAL)

Notary Public

[Signature Page to Affidavit as to Mechanics' Liens and Possession]

EXHIBIT A
to Affidavit as to Mechanics' Liens and Possession

Description of Property

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, located in. Terrebonne Parish, State of Louisiana, and identified as Parcel A-1 of the Lee Matherne Estate located in Section 90, Township 16 South, Range 17 East, on a plan of resubdivision of Charles L. McDonald Land Surveyor, Inc., dated October 24, 1999, approved by the Terrebonne Parish Planning Commission on January 5, 2000, and registered as Entry No. 1062586, and in accordance with a survey of Charles L. MacDonald, dated November 2, 1999, revised January 6, 2000, said Parcel A-1 is more particularly described as follows:

Begin at the intersection of the southerly right of way line of Savanne Road and the westerly right of way line of State Highway No. 3040 (Martin Luther King Boulevard) designated as Point A;

Thence along the westerly right of way line of State Highway No. 3040 along the arc of a curve to the left with a radius of 816.20 feet, an arc distance of 160.00 feet to Point B;

Thence leaving said right of way line N86°57'07"W a distance of 317.9 feet to Point C on a drainage canal;

Thence N13°54'47"E a distance of 120.91 feet to Point D on the southerly right of way line of Savanne Road;

Thence along said right of way line N78°23'18"E a distance of 139.67 feet to Point E;

Thence N77°28'45"E a distance of 123.81 feet to Point F;

Thence S65°25'01"E a distance of 91.34 feet to the Point of Beginning.

AND

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, located in Terrebonne Parish, State of Louisiana, and identified as Parcel A-2 of the Lee Matherne Estate located in Section 90, Township 16 South, Range 17 East, on a plan of resubdivision of Charles L. McDonald Land Surveyor, Inc., dated January 12, 2005, approved by the Terrebonne Parish Planning Commission on February 1, 2005, and registered as Entry No. _____, and in accordance with a survey of Charles L. MacDonald, dated February 15, 2005, said Parcel A-2 is more particularly described as follows:

A certain tract of land located in the Parish of Terrebonne, State of Louisiana containing 28,869.9 square feet, and being designated as Parcel "A-2" of the Redivision of Parcel A of the Estate of Lee Matherne. Said tract is described as beginning on the westernmost right of way line of Louisiana State Highway 3040 (Martin Luther King Boulevard) at the common property corner of said tract and Parcel "A-1" of the redivision of Parcel "A" to the Estate of Lee Matherne.

Thence: in a southerly direction along a curve to the left having an Arc distance of 90.73 feet and a Radius of 816.20 feet to a point;

Thence: N86°57'07"W for a distance of 324.71' more or less to a point;

Thence: In a northerly direction along the waters edge of a drainage canal for a distance of 91.64' feet more or less to a point;

Thence: S86°57'07"E for a distance of 317.90 feet more or less to the point of beginning.

Said tract is bounded on the north by Parcel "A-1", on the east by Louisiana State Highway 3040 (Martin. Luther King Boulevard), on the south by the Remaining Portion of Parcel "A" of the Estate of Lee Matherne, and on the west by a Drainage Canal. All of the above is more fully shown on a map prepared by Charles L. McDonald, Land Surveyors, Inc. entitled "MAPSHOWING THE REDIVISION OF PARCEL "A" OF THE ESTATE OF LEE MATHERNE LOCATED IN SECTION 90, T1 7S-R 17E, TERREBONNE PARISH, LOUISIANA" dated January 12, 2005, approved by the Terrebonne Parish Planning Department on February 1, 2005.