

IRREVOCABLE REAL ESTATE PURCHASE & SALE CONTRACT (the "Contract")

Agent of the Seller: Tranzon Asset Advisors of Texas, LLC (the "Agent")
All notices to be sent to 945 McKinney St, 13384, Houston, TX 77002, 713-816-1123

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this Contract are:

Seller: THE SUCCESSION OF GAMEEL GABRIEL BY FADIEL RAZKALLA, INDEPENDENT ADMINISTRATOR
Address: 15709-111 Street NW
City: Edmonton State: Alberta, Canada Zip: T5X 4S3
Phone: 780-476-8661
Email: rebus@shaw.ca

Buyer: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

2. **PROPERTY:**

The term "Property" means the real property and improvements located at _____, _____, LA _____; St Tammany Parish, Assessment Number _____ and legally described on Exhibit "A".

The Sales Price (as set forth in Paragraph 3 below) is not dependent upon the exact number of square feet comprising the Property. Any statement in the legal description of the Property contained in any survey or the Deed as to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes.

A. Seller will sell and convey the Property and all rights and appurtenances pertaining thereto.

3. **SALES PRICE:**

A. Offer Price: \$ _____
B. + 10% Buyer's Premium: \$ _____
C. Total Sales Price (sum of 3.A. and 3.B.): \$ _____
D. Total Deposit (10% of 3.C) \$ _____

4. **NON-REFUNDABLE DEPOSIT:**

- A. Concurrent with the execution of this contract, Buyer shall deposit \$ _____ (10%) of the Total Sales Price as NON-REFUNDABLE earnest money (the "Earnest Money Deposit") with Rodrigue & Rodrigue, 604 E Rutland St, Covington, LA 70433. The Earnest Money Deposit will be applied to the Sales Price at closing. Buyer's sole remedy for the Deposit is defined in Paragraph 14.A. below.
- B. If Buyer fails to deposit the earnest money as required by this contract, then this contract will immediately terminate and be of no further force and effect.

Buyer: _____; Buyer: _____; Seller: _____

5. **TITLE POLICY AND SURVEY:**

- A. Title Policy: Seller shall furnish to Buyer at Buyer's expense an owner policy of title insurance (the "Title Policy") issued by First American Title Company in the amount of the Total Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions: (i) Restrictive covenants common to the platted subdivision in which the Property is located; (ii) The standard printed exception for standby fees, taxes and assessments; (iii) Liens created as part of any financing obtained by the Buyer; (iv) Utility easements created by the dedication Act of Sale or plat of the subdivision in which the Property is located; (v) Reservations or exceptions otherwise permitted by this Contract or as may be approved by Buyer in writing; (vi) The standard printed exception as to marital rights; (vii) The standard printed exception as to waters, tidelands, beaches, streams, and related matters; and (viii) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements will not be amended or deleted from the Title Policy.
- B. Commitment: Within 20 days after the Title Company receives a copy of this Contract, Seller shall furnish to Buyer a Commitment for title insurance (the "Commitment") and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment other than the standard printed exceptions.
- C. Survey: Buyer may obtain a survey of the Property at Buyer's expense. If Buyer elects to obtain a survey, then Buyer shall deliver a copy of the survey to Seller.
- D. Acceptance of Act of Sale and Title Policy: Buyer's acceptance of the Act of Sale and Title Policy issued by the Title Company shall be deemed to be compliance by Seller with any requirements with respect to matters of record and conclusive of said purchaser's acceptance of the title represented thereby and as being in accordance with the obligations of Seller as set forth herein.
- E. Buyer's Objections to the Commitment: Buyer may object in writing to defects, exceptions, or encumbrances to title disclosed in the Commitment other than items 5A(i) through (viii) above; or which prohibit residential use of the Property. Buyer must object no later than 3 days after Buyer receives the Commitment. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (the "Cure Period") and the closing date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this Contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections.

6. **PROPERTY CONDITION:**

- A. SELLER MAKES NO REPRESENTATION, WARRANTY, STATEMENT, OR OTHER ASSERTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY TO BE CONVEYED, THEIR HABITABILITY, TENANT ABILITY OR SUITABILITY FOR COMMERCIAL PURPOSES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS CONTAINED HEREIN AND BUYER WILL ACKNOWLEDGE THE SAME AT THE CLOSING OF THE PURCHASE OF THE PROPERTY.
- B. BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS CONVEYED "AS IS, WHERE IS" AND IN ITS PRESENT CONDITION WITH ALL FAULTS, AND THAT SELLER other than the special warranty of title made herein, HAVE NOT MADE AND DO NOT HEREBY MAKE ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE INCOME TO BE DERIVED THEREFROM, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR OTHERWISE WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE AND DOES MAKE ANY REPRESENTATIONS REGARDING THE PRESENCE OR ABSENCE OF

Buyer: _____; Buyer: _____; Seller: _____

ANY HAZARDOUS SUBSTANCES (as hereinafter defined) ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND AUTHORIZATION ACT, THE RESOURCE CONVERSION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE CLEAN AIR ACT, ANY APPLICABLE STATE NATURAL RESOURCES CODE, WATER CODE, OR SOLID WASTE DISPOSAL ACT, THE HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, ANY SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY), OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (collectively, the "Hazardous Substance laws"). For purposes of this Assignment of Interests, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained on the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance laws.

- C. BUYER is strongly advised to thoroughly inspect the Property, to obtain engineering inspections, surveys, termite inspections, and market and rental studies (collectively, the "Inspections") with respect to the Property. BUYER acknowledges that BUYER is relying solely on such Inspections, studies, reports and examinations in BUYER's determination of the condition of the Property. Buyer hereby acknowledges and stipulates that at the closing of the purchase of the Property that it has been given the opportunity to inspect the Property, said Purchaser will be relying solely on said Purchaser's own investigation and not on any information provided by Seller (except for Seller's warranty of title).
- D. The Buyer takes cognizance of all defects, apparent or not apparent, and do hereby acknowledge that the purchase price of said Property reflects a diminution in price in order to compensate Buyer for the condition of the improvements. The Seller and Buyer hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in "as is" condition and further the Buyer does hereby waive, relieve and release the Seller from any claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, et seq. and Article 2541, et seq. or for reduction of Sale Price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, the Buyer acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The Seller and Buyer agree that this clause shall be made a part of the Act of Sale. Buyer expressly waives any and all rights, which they have or may have against Tranzon Asset Advisors, United Real Estate Partners, or the Seller, arising out of this purchase on account of any and all conditions of the Property purchased.
- E. Buyer further waives any rights Buyer may have in redhibition pursuant to Buyer's Acknowledgement on Exhibit "B" attached hereto and incorporated herein by reference.

7. **BROKER(S):** All obligations of the parties for payment of Broker's fees are contained in a separate written agreement; however, the Title Company is authorized to disburse all funds payable to Auctioneer pursuant to that agreement from proceeds at closing.

8. **CLOSING:**

- A. The closing of the sale will be no later than thirty-five (35) days after the Effective Date, on or before 5:00 PM on _____, _____, 20__ at the office of Rodrigue and Rodrigue. If either Buyer or Seller fail to close by the above date, or another date agreed upon by the parties in writing, the non-defaulting party may exercise its rights as provided for in Paragraph 14.
- B. At closing, Seller will execute and deliver, at Seller's expense, an Act of Sale. If any part of the Sales Price is financed, then the Act of Sale will include a vendor's lien only if the lender requests the vendor's lien prior to the Closing Date. Seller will convey the Property at closing subject to the Permitted Servitudes and any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or protrusions or any overlapping of improvements, and all other matters that a current survey or visual inspection of the Property would reveal; all

Buyer: _____; Buyer: _____; Seller: _____

easements, restrictions, conditions, outstanding oil, gas, and mineral interests, including royalty interest; all other encumbrances to the extent the same are valid, enforceable and affect the Property; and all laws, rules, and regulations (including zoning ordinances) of applicable governmental authorities having or asserting jurisdiction over the Property.

C. At closing, Seller, at Seller's expense, will also deliver:

1. Any notices, statements, certificates, affidavits, releases, and other documents required by this Contract or law necessary for the closing of the sale and issuance of the title policy.

D. At closing, Buyer will:

1. Pay the Sales Price in good funds as required by and defined in Louisiana Statute L.A. R.S. 22:209 et. Seq.;
2. Deliver evidence that the person executing this Contract is legally capable and authorized to bind Buyer; and
3. Execute and deliver any notices, statements, certificates, or other documents required by this Contract or law necessary to close the sale.

9. **POSSESSION:** Seller will deliver possession of the Property to Buyer subject to existing parties in possession on funding of this sale in its present condition, subject to the terms set out herein. Until closing, Seller will operate the Property in the same manner as on the effective date. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties. Buyer acknowledges and stipulates that the Property is or may be subject to one or more Leases (as defined below) and Buyer agrees to purchase the Property subject to any such Leases. Seller has not made and does not make any representations or warranties with respect to the Leases. Without limiting the foregoing, Seller specifically makes no representations or warranties regarding whether Landlord or Tenant is in default under any Leases. If the Property is subject to any leases, tenancies, rental agreements, occupancy agreements or other similar contractual agreements (collectively, the "Leases"), Seller shall assign its right, title and interest in such Leases to Buyer and Buyer shall assume the same from Seller. Any security or other deposits placed by tenants at time of leasing shall be accounted for and credited to the Buyer at closing.

10. **IRREVOCABLE OFFER:** This offer will remain valid, irrevocable, and available for the Seller acceptance for two (2) business days after delivery of the offer to the Seller, its counsel, or Agent. If this offer is submitted in a sale subject to a state or federal court action, including U.S. Bankruptcy Court, wherein court approval is required for final disposition, then Seller's acceptance is fully contingent and conditioned upon the court's approval and final order, and the Buyer unconditionally agrees to not withdraw, alter, or remand this Contract during the period of court approval.

11. **SALES EXPENSES:**

A. Seller's Expenses: Seller will pay for the following at or before closing:

1. Preparation of the Act of Sale;
2. 2025 Ad Valorem Tax Prorations

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

1. All loan expenses (for example, application fees, origination fees, discount fees, buy-down fees, commitment fees, appraisal fees, assumption fees, recording fees, tax service fees, mortgage title policy expenses, credit report fees, document preparation fees, interest expense that Buyer's lender requires Buyer to pay at closing, loan related inspection fees, amortization schedule fees, courier fees, underwriting fees, wire transfer fees, and other fees required by Buyer's lender);
2. Tax statements or certificates;
3. The cost of the basic title insurance premium for the Title Policy and any extended title coverage and any endorsements to the Title Policy;
4. Premiums for flood insurance as may be required by Buyer's lender;
5. Any and all escrow fees;

Buyer: _____; Buyer: _____; Seller: _____

6. Costs to record any documents to cure title objections that Seller has elected to cure;
7. Copy and delivery fees for delivery of the title commitment and related documents; and
8. Other expenses that Buyer will pay under other provisions of this contract.

12. **PRORATIONS:** All real estate taxes for the year in which the Property is sold shall be prorated to the date of closing, as is standard and common practice to the area in which the Property is located. All delinquent taxes, if any, shall be paid by the Seller from the first proceeds of closing. All rents due and owing in the month of closing shall be prorated between the Seller and Buyer to the date of closing. This Paragraph survives closing.

13. **CONDEMNATION:** If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. Terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money will be refunded to Buyer; or
- B. Appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 1. Seller and the sales price will be reduced by the same amount; or
 2. Buyer and the sales price will not be reduced.

14. **DEFAULT:**

- A. If Buyer fails to comply with this Contract, Buyer is in default and Seller may, as its sole and exclusive remedy, terminate this contract and retain the earnest money.
- B. If Seller fails to comply with this Contract, Seller is in default and Buyer may, as its sole and exclusive remedy, terminate this Contract and receive back the earnest money.

15. **ATTORNEY'S FEES:** No party shall be entitled to attorney's fees in any legal proceeding brought under or in relation to this Contract or this transaction.

16. **NOTICES:** All notices between the parties under this Contract must be in writing and are effective when hand-delivered or mailed by certified mail return receipt requested to the recipient parties' addresses stated in Paragraph 1.

17. **FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is disrupted, delayed, caused, or prevented by Force Majeure. "Force Majeure" means hurricanes, epidemic and/or pandemics, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods will be extended a reasonable time (to be interpreted as fifteen (15) calendar days) after the Force Majeure no longer prevents performance under this Contract.

Buyer hereby acknowledges and agrees that in the event the Buyer chooses to utilize the services of a title agency or attorney other than the Designated Closing Agent for the purpose of conducting the closing and providing title insurance, the Buyer is fully responsible for all costs incurred by the Designated Closing Agent that are not listed as a cost to the Seller, as outlined in Section 6. These expenses and fees shall be listed as a Buyer responsibility on the closing settlement statement, and all costs incurred by the Designated Closing Agent shall be paid by Buyer, at closing.

18. **AGREEMENT OF THE PARTIES:**

- A. This Contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns.
- B. This Contract is not subject to Buyer obtaining financing, survey, inspections, due diligence or any other matter. Furthermore, if Buyer is in default, Buyer authorizes the Title Company to release the Deposit immediately upon

Buyer: _____; Buyer: _____; Seller: _____

Seller's written demand, without approval or consent from Buyer and vice versa. The defaulting party hereby releases the Title Company from any and all liability in connection with the release of Deposit.

- C. This Contract is to be construed in accordance with the laws of the State of Louisiana. The parties hereby agree that any disputes regarding this agreement shall be subject to the exclusive jurisdiction of the courts of St Tammany Parish, Louisiana. All obligations of the parties created hereunder are performable in St Tammany Parish, Louisiana.
 - D. All provisions of this Agreement, to the extent allowed by law, shall survive the closing of this transaction and shall not be deemed merged into the Act of Sale of the Property to BUYER or any other instrument executed in connection herewith. At Seller's option, the Act of Sale to the Property may incorporate the terms and conditions of this Paragraph, but the lack of such incorporation shall not limit, waive or impair the terms and conditions hereof in any manner.
 - E. This Contract contains the entire agreement of the parties and may not be changed except in writing. In the event any covenant, condition or provision herein contained is held to be invalid by final judgment of any Court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained, which shall continue in full force and effect.
 - F. If this Contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
 - G. Buyer may not assign this Contract without the written consent of the Seller.
 - H. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, and unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
19. **TIME:** Time is of the essence in this Contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday. As used in this contract, the term "legal holiday" means any day other than Saturday or Sunday on which the Federal Reserve Bank of Dallas is closed.
20. **EFFECTIVE DATE:** The effective date of this Contract for the purpose of performance of all obligations is the date this contract is executed by Seller and Buyer.
21. **ADDITIONAL NOTICES:**
- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy.
 - B. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Selection of inspectors and repairmen is the responsibility of Buyer and not the brokers.
 - C. Buyer shall not rely upon any oral or written representations about the Property from Seller.
 - D. This signed Contract transmitted by fax or email shall be treated in all manner and respects as an original document and shall be considered to have the same binding legal effect as an original document.

Buyer: _____; Buyer: _____; Seller: _____

- E. **Fair Housing and Non-Discrimination:** All parties acknowledge that this sale and transaction has been conducted without regard to race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, military status, disability, or ancestry.
22. **SIGNAGE REMOVAL:** Upon closing and transfer of title to Buyer, the Buyer hereby accepts responsibility for the removal of all signage placed on the Property for the purpose of promoting the auction sale.
23. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Buyer may:
- A. Terminate this Contract and the Earnest Money will be refunded to Buyer;
- B. Accept the Property in its damaged condition and accept an assignment of any insurance proceeds Seller is entitled to receive, if any.
24. **SEX OFFENDER NOTIFICATION:** The Louisiana Bureau of Criminal Identification and Information maintains a State Sex Offender and Child Predator Registry which is a public access database of the locations of individuals required to register pursuant to LSA-R.S. 15:540 et seq. Sheriffs Departments and Police Departments serving jurisdictions having a population in excess of 450,000 also maintain such information. The State Sex Offender and Child Predator Registry database can be accessed at www.lasocpr.lsp.org/socpr/ and contains addresses, pictures, and conviction records for registered offenders. The database can be searched by zip code, city, parish, or by offender name. Information is also available by phone at 1-800-858-0551 or 225-925-6100 or by mail at P.O. Box 66614, Mail Slip #18, Baton Rouge, Louisiana 70896. You can e-mail the state services at socpr@dps.state.la.us for more information.
25. **LEAD BASED PAINT WARNING STATEMENT:** Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The sell of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.
26. **FAIR DEALING:** Absent a signed written agreement to the contrary, a real estate agent is the agent or subagent of the owner/lessor under Louisiana law. As such, the listing agent acts as the agent for the Seller. Accordingly, the Seller's agent owes a fiduciary duty of utmost care and loyalty to the Seller, and may not disclose to a prospective buyer information about what price or terms the Seller will accept other than the price or terms listed. A Seller's agent does owe a duty of fair dealing to a prospective buyer and a duty under Louisiana law to disclose the existence of any known defects in the Property
27. **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that can affect real property is available at EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing this page of the Agreement, the Buyer acknowledges that the real estate agent has provided the Buyer with the EPA website enabling the Buyer to obtain information regarding common mold related hazards.
28. **FLOOD HAZARD INFORMATION:** An informational website regarding flood hazards that can affect real property is available at the FEMA website <https://msc.fema.gov/portal>.
29. **NOTICE OF BUYER USE OF IRS SECTION 1031 EXCHANGE:** Seller is aware that Buyer intends, or may intend, to perform an IRC Section 1031 tax-deferred exchange. Buyer requests Seller's cooperation in such an exchange and agrees to hold Seller harmless from any and all claims, costs, liabilities or delays in time resulting from such an exchange.

Buyer: _____; Buyer: _____; Seller: _____

30. **NOTICE OF SELLER USE OF IRS SECTION 1031 EXCHANGE:** Buyer is aware that Seller intends, or may intend, to perform an IRC Section 1031 tax-deferred exchange. Seller requests Buyer's cooperation in such an exchange and agrees to hold Buyer harmless from any and all claims, costs, liabilities or delays in time resulting from such an exchange.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Buyer's Attorney:

Seller's Attorney:

Buyer: _____

Seller: THE SUCCESSION OF GAMEEL GABRIEL BY
FADIEL RAZKALLA, INDEPENDENT ADMINISTRATOR

By: _____

By: _____

Its: _____

Its: INDEPENDENT ADMINISTRATOR

Date: _____

Date: _____

Buyer: _____; Buyer: _____; Seller: _____

NON-REFUNDABLE DEPOSIT RECEIPT

The Designated Escrow Agent agrees that by accepting the Buyer's non-refundable Deposit per the terms of this Contract that it agrees it will abide by all the terms and conditions affecting the Deposit and disposition of same including default by either Buyer or Seller.

BY: _____ Date: _____ Time: _____

Name: _____ Title: _____

DESIGNATED ESCROW/CLOSING AGENT

RODRIGUE & RODRIGUE

604 E Rutland St.

Covington, LA 70433

985-892-3171

Buyer: _____; Buyer: _____; Seller: _____

EXHIBIT "A"
TO
IRREVOCABLE REAL ESTATE PURCHASE & SALE CONTRACT
Legal Description

EXHIBIT "B"
TO
IRREVOCABLE REAL ESTATE PURCHASE & SALE CONTRACT

Buyer's Acknowledgement

Buyer expressly agrees that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon, if any, are conveyed by Seller and accepted by Buyer "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended by the Buyer, without regard to the presence of apparent or hidden defects and with the Buyer's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects. Buyer acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Buyer has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Buyer has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Buyer, in Buyer's sole discretion, deems sufficiently diligent for the protection of Buyer's interests. Buyer expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Buyer also waives any rights Buyer may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Buyer by Seller. By Buyer's signature, Buyer expressly acknowledges all such waivers and Buyer's exercise of Buyer's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

THUS DONE AND SIGNED before me, Notary Public, and the two undersigned competent attesting witnesses, on this _____ day of _____, 2025.

BUYER:

WITNESSES:

a _____

Printed Name: _____

By: _____

Name: _____

Title: _____

Printed Name: _____

THE STATE OF LOUISIANA §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by _____.

NOTARY PUBLIC, in and for
THE STATE OF LOUISIANA

**EXHIBIT “C”
TO
IRREVOCABLE REAL ESTATE PURCHASE & SALE CONTRACT**

Form of Assignment of Leases

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (this “**Assignment**”) is made as of OCTOBER __, 2025, by and between THE SUCCESSION OF GAMEEL GABRIEL BY FADIEL RAZKALLA, INDEPENDENT ADMINISTRATOR (“**Grantor**”), and _____, a _____ (“**Grantee**”).

ASSIGNMENT

For and in consideration of the sum of **\$10.00** cash and other good and valuable consideration to Grantor paid by Grantee (hereinafter named), the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. **Recitals.**

- a. On June 25, 2025, (the “**Appointment Date**”), Fadiel Razkalla was appointed and confirmed as Independent Administrator of the Succession of Gameel Gabriel, formerly known as Gameel Ghaprial, by the Honorable Brenda Bedsole Ricks, Judge of the 21st Judicial District Court, Parish of Tangipahoa, State of Louisiana.

2. **Assignment.**

Grantor, hereby assigns, conveys, and transfers to Grantee all of Grantor’s assignable interest, if any, in the following described properties, rights, and estates, if any (the “**Property**”), that are located on, affixed to, or used in connection with the real property (the “**Real Property**”) described on **Exhibit 1** attached to this Assignment:

- a. leases, licenses, occupancy or similar agreements affecting or granting a possessory interest in the Real Property, if any (the “**Leases**”), and the leasehold estates created thereby, together with all and singular the rights, benefits, and privileges of the landlord thereunder.

TO HAVE AND TO HOLD the Property to Grantee, its successors and assigns, forever, but without warranty of title or any other warranty of any kind or nature, and without limitation on such disclaimer of warranties, Grantee, by acceptance of this Assignment, hereby acknowledges and agrees as follows: GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING THE EXISTENCE, NATURE, CONDITION OR TITLE TO THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER, IF ANY, INCLUDING, WITHOUT LIMITATION, THE SUITABILITY THEREOF AND OF FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREWITH, AND THE COMPLIANCE OF SUCH PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER AND THAT IT IS RELYING SOLELY ON ITS OWN INVESTIGATION

OF THE SAME AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER WAS OBTAINED FROM A VARIETY OF SOURCES, AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THIS CONVEYANCE IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT GRANTOR HAS MADE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SUCH PROPERTY, ANY OTHER ITEM CONVEYED HEREUNDER OR ANY PORTION THEREOF, ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES, BEING HEREBY EXPRESSLY DISCLAIMED.

3. Assumption.

Grantee assumes and agrees to perform all terms, covenants, and conditions of the Leases and the Contracts, on the part of the landlord or on the part of the Grantor, as the case may be, therein required to be performed arising on or after the date of this Assignment. Any security or other deposits placed by tenants at time of leasing shall be accounted for and credited to the Buyer at closing.

4. Indemnity.

Grantee shall indemnify, defend, and hold Grantor harmless from any and all liabilities, claims, demands, damages, and causes of actions that may now or hereafter be made or asserted against Grantor arising out of or related to the Property for acts or omissions occurring on, after or prior the date of this Assignment, including without limitation the Leases.

[Remainder of Page Left Intentionally Blank. Signature Page Follows.]

DATED EFFECTIVE as of the first date above written.

GRANTOR:

**THE SUCCESSION OF GAMEEL GABRIEL BY
FADIEL RAZKALLA, INDEPENDENT
ADMINISTRATOR**

Address:

GRANTEE:

a _____

By: _____

Name: _____

Title: _____

Grantee's Tax ID No.: _____

[Exhibits to be added]