AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE (this “Agreement”) is entered into as of the last day of execution by Seller and Buyer (the “Effective Date”), between THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS, a Louisiana non-profit corporation (“Seller”) and __________________________________________ (“Buyer”) who agree as follows:

1. **Sale of Property.** Subject to the terms and conditions of this Agreement, Buyer shall purchase from Seller, and Seller shall sell and convey to Buyer, that certain tract of land bearing the municipal address of 4119 St. Elizabeth Drive, Kenner, Louisiana and being more particularly described on Exhibit A (the “Property”). Seller shall execute and deliver at Closing (as defined in Section 4) an Act of Cash Sale without any warranty of title or otherwise in the form as attached as Exhibit B (the “Cash Sale”) for the Property.

2. **Purchase Price and Deposit.**
   a. **Price.** The purchase price for the Property to be conveyed to Buyer shall be __________________________________________ & __/100 Dollars ($________.__) (the “Purchase Price”), payable in immediately available funds by federal wire transfer at the Closing, subject to adjustments at Closing as provided in this Agreement.
   b. **Deposit.** Contemporaneously with the execution and delivery of this Agreement to Seller, Buyer shall deliver by wire transfer Fifty Thousand Dollars & 00/100 Dollars ($50,000.00) as a good faith deposit (the “Deposit”) to be held in trust by __________________________________________ 1 (the “Escrow Agent”) pursuant to the terms set forth in Addendum A, attached hereto and made a part hereof. The Deposit shall be held in trust in a non-interest bearing account by the Escrow Agent subject to provisions of this Agreement including Sections 3, 7, 9 and 13, and the Deposit shall be fully earned and non-refundable upon the execution of this Agreement (except as otherwise expressly provided in such sections of this Agreement) but shall be applied to the Purchase Price if the Closing occurs.

3. **Release of Deposit.**
   a. Except in connection with the Closing, to obtain a payment/refund of the Deposit, a party (the “Requesting Party”) shall give to Escrow Agent and the other party a notice in accordance with Section 19 that the Requesting Party is entitled to a payment/refund of the Deposit. Within five (5) Business days (as defined in Section 28 below) of Escrow Agent’s receipt of the Requesting Party’s notice, Escrow Agent shall provide a copy of such notice to the other party in accordance with Section 19.
   i. If Escrow Agent does not receive a notice from the other party within five (5) Business days after Escrow Agent has delivered the Requesting Party’s notice to the other party, then Escrow Agent shall pay/refund the Deposit to the Requesting Party.

1 NOTE TO DRAFT: Insert name of Buyer’s approved title agent.
ii. If within five (5) Business days after Escrow Agent has delivered the Requesting Party’s notice to the other party, Escrow Agent receives a statement from the other party that the Requesting Party is not entitled thereto pursuant to the provisions of this Agreement, and directing Escrow Agent not to pay/refund the Deposit to the Requesting Party, then Escrow Agent shall not deliver the Deposit to the Requesting Party and, at Escrow Agent’s option, Escrow Agent will be entitled to file an interpleader (concursus) action in any court of competent jurisdiction in accordance with Section 1(c) of Addendum A.

4. Closing. Subject to the terms and conditions herein provided, the closing (the “Closing”) of this transaction shall take place on August 31, 2021 (the “Closing Deadline”) or an earlier date as agreed upon by the parties. The Closing shall occur in escrow, by mail at the offices of the Escrow Agent or at such other location mutually agreed to by the parties.

5. Title. Prior to the Effective Date, Buyer had the opportunity to obtain at its expense a standard form ALTA Owner’s Title Commitment for title insurance issued by the Escrow Agent as agent for First American Title Insurance Company of Louisiana, Fidelity Title Insurance or Chicago Title Insurance Company (the “Commitment”) and a survey (the “Survey”) of the Property. Buyer represents and warrants that it has no objections to matters revealed in the Commitment and/or the Survey.

Buyer acknowledges the following restrictions on the Property, which to the fullest extent allowed by law shall run with the land and be binding on Buyer and any future owners: “The Property shall not be used for the following uses or purposes: 1. An abortion clinic or medical-service-type facility that includes the provision of abortion services or counseling that promotes and/or encourages individuals to obtain abortions; or 2. A counseling service that includes as part of its options and/or recommendation to clients the consideration of abortion as an alternative to carrying a pregnancy through birth; or 3. An organization that advocates, in any manner, abortion or right of free choice of an individual to elect abortion.” Buyer also acknowledges that the Property is subject to the following restrictions: 1. Non-industrial or commercial; 2. Non-institutional, such as a school or community college; and 3. Single residence only.

It is understood and agreed by the Buyer and the Seller that nothing in this Agreement shall obligate the Seller to incur any expense or to bring any action to clear any title defects or to render the title to the Property merchantable. Notwithstanding anything contained in this Agreement to the contrary, with respect to all matters affecting title to the Property and any liens or other encumbrances affecting the Property, Buyer acknowledges and agrees it is relying upon its title insurance policy in lieu of any title warranty from Seller. The provisions of this paragraph shall survive Closing or termination of this Agreement.

From and after the Effective Date, Seller shall not convey, mortgage or encumber the Property.

6. Due Diligence. Prior to the Effective Date, Buyer examined, inspected and investigated the Property, applicable ordinances and such other facts and information as Buyer may wish to examine, to determine whether the Property is acceptable to Buyer. Prior to the Effective Date, Buyer reviewed and investigated the title to the Property, pursued all surveying and other
engineering and environmental tests and studies, as well as legal due diligence subject at all times to Section 9. Buyer is satisfied with the results of its investigation.

7. Condemnation and Risk of Loss.

a. Condemnation. If, prior to the Closing, the Property (or any material and substantial part thereof) shall be condemned or shall be made the subject of a condemnation proceeding or shall be damaged by reason of public or quasi-public improvements (any such condemnation, condemnation proceeding or damage resulting from public improvements being hereinafter referred to as a “Condemnation”), then Seller shall notify Buyer in writing of the Condemnation. Buyer shall elect within ten (10) Business days of receipt of written notice of the Condemnation from Seller to either: (i) terminate this Agreement, in which event neither party shall have any liability whatsoever to the other except as expressly provided in this Agreement and the Deposit made by Buyer shall be returned to Buyer and Buyer shall not be entitled to any award and the escrow shall be canceled; or (ii) continue without an abatement in the Purchase Price, in which event Seller shall assign to Buyer at Closing all its right and interest in and to any Condemnation award arising therefrom relating to the Property, and this transaction shall be closed in the same manner as if no such Condemnation had occurred.

b. Risk of Loss. If, prior to Closing, material and substantial damage or injury occurs to the Property by fire, storm, accident or any other casualty or cause (a “Casualty”), Seller shall have no obligation to restore the Property. If a Casualty occurs, Seller shall notify Buyer in writing of the Casualty, and Buyer shall elect within ten (10) Business days of receipt of written notice of the Casualty from Seller to either: (i) terminate this Agreement, in which event neither party shall have any liability whatsoever to the other except as expressly provided in this Agreement, and the Deposit made by Buyer shall be returned to Buyer and Buyer shall not be entitled to any award and the escrow shall be canceled; or (ii) continue without an abatement in the Purchase Price and without any assignment to any insurance claims or proceeds arising therefrom relating to the Property, and this transaction shall be closed in the same manner as if no such Casualty had occurred.

8. Representations and Warranties of Seller and Buyer; Approval by Bankruptcy Court.

a. Seller. Seller makes the following representations and warranties to Buyer, each of which are true, accurate and complete and not misleading in any material respect as of the Effective Date and shall be deemed to be repeated at and as of the Closing and shall be true, accurate and complete and not misleading in any material respect as of, but shall not survive, the Closing and agrees with Buyer as follows:

i. Seller is a non-profit corporation, validly existing and in good standing under the laws of the State of Louisiana.

ii. Seller has the power to own its property and assets and carry on its business in the State of Louisiana.
iii. Seller is a debtor-in-possession in proceedings commenced under Chapter 11 of the Bankruptcy Code, Case No. 20-10846 of the United States Bankruptcy Court for the Eastern District of Louisiana entitled In re: The Roman Catholic Church of the Archdiocese of New Orleans. Buyer herein acknowledges and agrees that this Agreement and any and all obligations of Seller are and shall be subject to approval of the Bankruptcy Court having jurisdiction in the Bankruptcy proceeding and that the Act of Sale shall be passed only upon issuance of an Order authorizing sale of the Property after all appropriate procedures have been followed, including but not limited to, provision of notice to all creditors and parties in interest. If the Order or any other orders of the Bankruptcy Court relating to this Agreement shall be appealed by any Person (as defined in Section 101(41) of the Bankruptcy Code) or petition for certiorari or motion for rehearing or reargument shall be filed with respect thereto, Seller may terminate this Agreement in which event neither party shall have any liability whatsoever to the other except as expressly provided in this Agreement, and the Deposit made by Buyer shall be returned to Buyer.

b. Buyer. Buyer makes the following representations and warranties to Seller, each of which are true, accurate and complete and not misleading in any material respect as of the Effective Date and shall be deemed to be repeated at and as of the Closing and shall be true, accurate and complete and not misleading in any material respect as of, but shall not survive, the Closing, and agrees with Seller as follows:

i. Buyer is a ________________________________________, validly existing and in good standing under the laws the State of Louisiana. Buyer has the power to own its property and assets and carry on its business in the State of Louisiana.

ii. The execution of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Buyer’s organizational documents and constitute the binding obligation of Buyer.

9. Access to Property Prior to Closing. Seller may in its sole and absolute discretion grant to Buyer from time to time, and persons designated by the Buyer, the right, upon advance written notice to Seller, to enter upon the Property from time to time during ordinary business hours solely for the purpose of making the studies, and/or inspections described above. Seller, at its option, may have one of its representatives accompany Buyer on its entries and inspections. The Buyer shall hold Seller harmless and shall defend and indemnify them from all costs, damage, outlay and expense occasioned by Buyer exercising any right of entry granted by Seller. This Section 9 shall survive the Closing and/or termination of this Agreement.

a. Buyer agrees to provide a certificate of insurance from Buyer and its environmental consultant, naming Seller as additional insured thereon acceptable to Seller, evidencing insurance coverage of Buyer and any of its contractors, including its environmental consultant, prior to entering the Property for the inspections.
b. In no event shall Buyer conduct invasive testing. Buyer shall provide to Seller copies of all written reports, tests and inspections contemporaneously with delivery of such reports, tests and inspections to Buyer. Buyer shall keep confidential any information coming into Buyer’s possession as a result of activities performed under this Section 9.

10. **Deliveries by Seller at Closing.** Seller shall cause the following to be delivered to Buyer at or prior to the Closing: (i) the Cash Sale; (ii) non-foreign affidavit; (iii) seller’s/owner’s affidavit in a form acceptable to Seller and its counsel without any indemnity; and (iv) such other and further documents as may be reasonably required by the terms of this Agreement or as may be reasonably necessary or incidental to consummating the transaction contemplated hereby.

11. **Deliveries by Buyer at Closing.** Buyer shall cause the following to be delivered to Seller at or prior to the Closing: (i) the Cash Sale; (ii) Federal wire funds transfer for the Purchase Price, subject to adjustments at Closing as herein provided; (iii) resolutions of Buyer authorizing the transactions contemplated by this Agreement; and (iv) such other and further documents as may be reasonably required by the terms of this Agreement or as may be reasonably necessary or incidental to consummating the transaction contemplated hereby.

12. **Escrow/Closing Instructions.** Buyer and Seller acknowledge that the Closing will be consummated in escrow pursuant to the following instructions (the “Escrow Instructions”):

   a. At Closing, Seller shall cause the items set forth in Section 10 to be delivered to Escrow Agent, and Buyer shall cause the items set forth in Section 11 to be delivered to Escrow Agent.

   b. Upon Closing, Escrow Agent shall: (i) cause the Cash Sale and any other recordable documents to be recorded; (ii) disburse to Seller, or to such person as Seller may direct, all funds, less the items chargeable to Seller, deposited with Escrow Agent; and (iii) distribute the Closing documents to Seller and Buyer, as the case may be.

   c. These Escrow Instructions may, from time to time, be modified by mutual agreement of Seller, Buyer, and Escrow Agent to effectuate the terms and conditions of this Agreement.

13. **Default.** If Buyer shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing does not occur due to the fault of Buyer, Seller may at its option, (i) retain the Deposit as liquidated damages, and this Agreement shall be canceled, and neither party shall have any further rights against the other, or (ii) demand specific performance and/or damages which includes reasonable attorneys’ fees. In the event of a default by Buyer under this Agreement, Buyer hereby waives tender of a deed by Seller. If Seller defaults in the performance of any of its obligations hereunder within the time stipulated herein, Buyer shall, after written notice to Seller and five (5) Business days to cure same, have the right to (i) terminate this Agreement by written notice thereof to Seller and receive the return of its Deposit, or (ii) proceed with this Agreement and take the Property as is. No delay or omission in the exercise of any right or remedy accruing to either party under this Agreement shall impair any such right or remedy or be construed as a waiver of any such breach previously or subsequently occurring. The waiver of
any condition, term or covenant or any subsequent breach thereof by either party shall not be deemed a waiver of any other term, covenant or condition contained in this Agreement by either party.

14. **Condition of Property.** Buyer acknowledges and agrees that neither Seller nor any agent or representatives of Seller have made, and Seller is not liable or responsible for, or bound in any manner by, any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the Property or any part thereof, the title and physical or environmental condition thereof, the quantity, character, fitness and quality thereof, merchantability, fitness for particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the uses which can be made thereof or any other matter or thing whatsoever with respect thereto. Buyer has conducted and is relying exclusively on its own inspections of the Property. Seller’s delivery of surveys, title reports, inspections, plans, specifications or other information shall not constitute a representation that such information is current, correct or complete. It is the responsibility of Buyer, at Buyer’s expense, to satisfy itself as to the condition of the Property, including, without limitation, the environmental condition of the Property. Without limiting the foregoing, Buyer acknowledges and agrees that Seller is not liable or responsible for or bound in any manner by (and Buyer has no relief upon) any oral or written or supplied guarantees, statements, information or inducements pertaining to the Property or any part thereof, or the condition of the Property, including, without limitation, the physical or environmental condition of the Property or the operations of the Property and any other information respecting same furnished by or obtained from Seller or any agent or representative of Seller. All conditions of the Property shall be the responsibility of Buyer. Buyer shall assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Buyer’s investigations. Buyer agrees that should any cleanup, remediation or removal of hazardous substances or other environmental conditions on the Property be required, insofar as Seller and Buyer are concerned, Seller shall not have any responsibility for such cleanup, removal or remediation. Without limiting the foregoing, Buyer acknowledges and agrees that Buyer is purchasing the Property as of the Closing in its then “AS IS” and “WHERE IS” condition, with such waiver of condition as more particularly set forth in the Cash Sale. This Section 14 shall survive Closing or the termination of this Agreement.

15. **Adjustments.**

a. Real estate taxes, water charges, sewer charges, charges under any recorded and unrecorded documents and other similar charges shall be adjusted, apportioned and prorated as of the Closing. If the amount of the current taxes is not then ascertainable, the adjustment thereof shall be on the basis of the amount of the most recent ascertainable taxes, which shall be final.

b. Buyer shall be responsible for all recording costs, its title and survey costs, fees of the Escrow Agent, Buyer’s own wire fees, and its own attorney’s fees. Seller shall be responsible for costs and fees to have any mortgages, liens or encumbrances cancelled/released from the public records, Seller’s own wire fees and its own attorney’s
fees.

16. **Sophistication of the Parties.** Each party acknowledges and agrees that it has consulted legal counsel in connection with the negotiation of this Agreement and that it has bargaining power equal to that of the other party in connection with the negotiation and execution of this Agreement. Accordingly, the parties hereto agree that the rule of contract construction to the effect that an agreement shall be construed against the draftsman shall have no application in the construction or interpretation of this Agreement.

17. **Brokers.** Seller shall pay a real estate broker’s commission to __________________________ (“Buyer’s Broker”) at Closing, if the Closing occurs, in an amount equal to One and 1/3 percent (1.3333%) of the Purchase Price. The commission shall be earned and payable only at Closing and upon receipt by Seller of the Purchase Price. Each party represents and warrants to the other that it dealt with no broker or other person entitled to claim fees for such services in connection with the negotiation, execution and delivery of this Agreement, except the Buyer’s Broker. Seller and Buyer shall indemnify, defend, and hold the other harmless against any and all claims, damages, loss, cost or expense, including attorneys’ fees, or other liability of any nature incurred by reason of the breach by such party of any warranty or representation contained in this provision. The provisions of this **Section 17** shall survive Closing or the termination of this Agreement.

18. **Assignment.** This Agreement may not be assigned, transferred, or conveyed (in whole or in part) by Buyer without the prior consent of Seller. Notwithstanding any assignment by Buyer, Buyer shall remain liable for all obligations contained in this Agreement.

19. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if hand delivered or delivered by courier service or national overnight delivery service such as FedEx as follows:

If to Seller, to: THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS
Attn: Elizabeth LaCombe
1000 Howard Ave., Ste. 107
New Orleans, LA 70125
Telephone: (504) 596-3072

with a copy to: Mark A. Mintz
Jones Walker LLP
201 St. Charles Avenue, 51st Floor
New Orleans, LA 70170
Direct Dial: (504) 582-8368

If to Buyer to: __________________________

________________________

________________________
with a copy to: ____________________________

______________________________

If to Escrow Agent, to: ____________________________

______________________________

or to such other addresses as shall be furnished in writing by either party to the other in accordance with this Section 19. Any notice or other communication delivered or sent in accordance with this Section 19 shall be deemed to have been delivered on the day of delivery or the date of rejection. Notices may be given by either party’s attorney on such party’s behalf.

20. Attorneys’ Fees. If either party shall bring an action or proceeding (including any cross-complaint, counterclaim or third party suit) against the other party by reason of the breach or alleged breach of any covenant, term or obligation hereof, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including reasonable attorneys’ fees.

21. Recording. This Agreement shall not be recorded in the public records, and if Buyer shall record this Agreement or cause or permit the same to be recorded, Seller may, at its option, elect to treat such act as a breach of this Agreement.

22. Entire Agreement; Exhibits; Amendment. This Agreement and any exhibits attached hereto shall constitute the entire agreement between the parties pertaining to the subject matter contained herein and supersede all prior and contemporaneous negotiations, agreements, representations, and understandings of the parties. The Exhibits referred to in this Agreement are deemed to be annexed to this Agreement and made a part hereof as though set forth in the body of the Agreement. No modification or amendment of this Agreement shall be binding unless executed in writing by both parties.

23. Time of the Essence. Time is of the essence with respect to Buyer’s obligations and elections contained in this Agreement

24. Survival of Contract Terms. Unless specifically stated to the contrary, all terms and conditions of this entire Agreement which do not by the terms of this Agreement expressly survive Closing and the transfer of title shall be null and void and of no further force and effect upon the Closing.

25. Binding Effect. This Agreement shall be binding upon and inured to the benefit of the Seller, its successors and assigns, and Buyer and its permitted successors and assigns.

26. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument. Execution of a faxed or electronic copy of this Agreement shall be deemed an original.
27. **Reports and Escrow Fees.** In any case where Buyer has the right to elect to terminate this Agreement, it shall be a condition precedent to any such termination and return of the Deposit that Buyer deliver (i) to Seller, free and clear of all liens all title commitments, surveys, inspections, tests, audits, studies, reports and other information relating to the Property, procured by Buyer or in Buyer’s possession and (ii) to Escrow Agent all fees (at its standard rates) and third party charges incurred in connection with this transaction.

28. **Computation of Periods.** If the final day of any period of time in any provision of this Agreement falls upon a Saturday, Sunday or a holiday observed by federally insured banks in Louisiana or by the United States Postal Service (any of the foregoing, a “Holiday”), then, the time of such period shall be extended to the next day which is not a Saturday, Sunday or Holiday. “Business days” are all days other than Saturday, Sunday and any Holiday. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included, and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or Holiday in which event the period shall run until the end of the next Business day.

29. **Confidentiality.** Buyer acknowledges and agrees that any documents and information (including this Agreement) (collectively called the “Confidential Information”) provided by Seller are confidential and/or proprietary in nature. All the Confidential Information shall be kept confidential by Buyer and its potential investors, potential lenders and its attorneys and shall not, be disclosed by Buyer, Buyer’s potential investors, potential lenders or its attorneys, in any manner whatsoever, in whole or in part, and shall not be used other than in connection with the transactions contemplated hereby. The Confidential Information shall not be revealed by Buyer other than potential investors, potential lenders and its attorneys who have a specific need to know same in connection with said transactions; provided, however, that all such persons and/or entities shall be expressly informed by Buyer of the confidential and proprietary nature of the Confidential Information and shall agree to act and to hold same in confidence strictly in accordance with this Section 29.

If the Closing does not occur for any reason whatsoever, Buyer shall promptly return to Seller all originals and copies of the Confidential Information, and a duly authorized officer of Buyer shall certify to Seller in form and content acceptable to Seller, that all of the Confidential Information has been returned or delivered to Seller, and Buyer shall not use and/or disclose to any third party all or any portion of the Confidential Information or materials without the express prior written approval in each instance by a duly authorized representative of Seller. The obligations of Buyer under this Section 29 shall survive the termination of this Agreement.

30. **Miscellaneous.** This Agreement shall be construed and interpreted and the rights of the parties determined and enforced in accordance with the laws of the State of Louisiana. The headings for the various Sections of this Agreement are used only as a matter of convenience for reference and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to this Agreement.
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf by an officer thereunto duly authorized as of the Effective Date.

SELLER:

THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS,
a Louisiana non-profit corporation

By: __________________________
   Name: ______________________
   Title: _______________________
   Date: ______________, 2021

BUYER:

____________________________________
____________________________________

By: __________________________
   Name: ______________________
   Title: _______________________
   Date: ______________, 2021
ADDENDUM A
TO AGREEMENT FOR SALE OF REAL ESTATE
BY AND BETWEEN
THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS,
AS SELLER,
AND
______________________________, AS BUYER

ESCROW TERMS

1. Escrow Agent.
   a. Seller and Buyer acknowledge that the selection of Escrow Agent was not imposed upon any of them, and was voluntarily chosen by them as a matter of mutual agreement.
   b. In performing any duties hereunder with respect to the Deposit, the Escrow Agent shall not incur any liability to anyone for any damages, losses, or expenses, except arising solely by reason of its gross negligence or willful misconduct, and it shall accordingly not incur any such liability with respect to any action taken or omitted in reliance upon any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement. Buyer hereby agrees to indemnify, defend, release and hold harmless the Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including actual and reasonable costs of investigation and actual and reasonable counsel fees and disbursements, which may be imposed upon the Escrow Agent or incurred by the Escrow Agent in connection with its acceptance or the performance of its duties hereunder, including any litigation arising from this Agreement or involving the subject matter hereof, excepting however, losses, claims, damages, liabilities or expenses arising solely as a result of Escrow Agent’s gross negligence or willful misconduct. The Escrow Agent shall be under no duty (i) to interpret this Agreement or any related agreement, or (ii) to investigate or inquire as to the validity or accuracy of any document, agreement, instruction or request furnished to it hereunder believed by it to be genuine, and the Escrow Agent may rely and act upon, and shall not be liable for acting or not acting upon, any such document, agreement, instruction or request. The Escrow Agent shall in no way be responsible for notifying, nor shall it be its duty to notify, any party hereto or any other party interested in this Agreement of any payment required or maturity occurring under this Agreement. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. The Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with this Agreement or the related documents, or to appear in, prosecute or defend any such legal action or proceeding. The Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to this Agreement without determination by the Escrow Agent of such court’s jurisdiction in the matter. If the Escrow Agent complies with any order,
judgment or determination of a court of proper jurisdiction, it shall not be liable to any of
the parties hereto or to any other person or entity by reason of such compliance even
though such order writ, judgment or decree may be subsequently reversed, modified,
annulled, set aside or vacated.

c. In the event of a dispute between Seller and Buyer, and upon written notice to Escrow
Agent in accordance with Section 19 of the Agreement of such dispute, Escrow Agent
shall refrain from taking any action until it shall be given a joint direction in writing by
Seller and Buyer which resolves the dispute to the satisfaction of Escrow Agent or until
the dispute has been resolved by a final and non-appealable judgment, order or
determination by any court of competent jurisdiction, or, at the Escrow Agent’s option,
the Escrow Agent may deposit into the registry of the Civil District Court in Orleans
Parish, Louisiana, all money in its hands under this Agreement in a concursus proceeding
and have Seller and Buyer cited to appear and prove their entitlement to such money, and
thereupon be discharged from all further duties and liabilities under this Agreement,
except for any liabilities arising solely as a result of Escrow Agent’s gross negligence or
willful misconduct. The parties hereto further agree that Escrow Agent shall not be liable
for failure of the bank into which the Deposit is deposited. The provisions of this Section
1(c) shall survive the termination of the Agreement.

2. Resignation of the Escrow Agent; Appointment of Successor. The Escrow Agent, or any
successor to it hereafter appointed, may at any time resign by giving notice in writing to the
parties and shall be discharged from its duties hereunder upon the appointment of a successor
Escrow Agent as hereinafter provided, or upon the expiration of thirty (30) days after such notice
is given. If, prior to the Escrow Agent’s resignation date, the parties have not jointly appointed a
successor escrow agent or jointly instructed the Escrow Agent to deliver or return the Deposit in
accordance with this Section 2, the Escrow Agent may (but shall not be required to), on or after
such resignation date, appoint a reputable successor escrow agent. Any such appointment shall
be binding upon the parties, and the Escrow Agent shall be entitled to deliver the Deposit to the
successor escrow agent so appointed, at which such time the Escrow Agent’s obligations
hereunder shall terminate, subject to the payment of any fees, costs, expenses or indemnity
amounts owing to the Escrow Agent.
EXHIBIT A – PROPERTY DESCRIPTION

EXHIBIT A
TO AGREEMENT FOR SALE OF REAL ESTATE
BY AND BETWEEN
THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS,
AS SELLER,
AND
______________________________, AS BUYER

PROPERTY DESCRIPTION

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, in the Parish of Jefferson, City of Kenner, forming a portion of Section 2, Township 12 South, Range 9 East, in that part thereof known as Serton Parc Subdivision, and shown on a plan by J. J. Krebs & Sons, Inc., dated May 20, 1983, a copy of which is attached to and made a part of Ordinance No. 3449, recorded in COB 1048, folio 91, as amended and corrected by Ordinance No. 3611, recorded in COB 1055, folio 387, and according to which said piece or portion of ground is designated as Parcel A, and is located and measures as follows, to-wit:

Commencing at the intersection of the northerly right of way line of Vintage Drive and the westerly right of way line of Platt Street, measure thence N 03°46'03" E a distance of 600 feet to a point; measure thence N 86°06'21" W a distance of 995.10 feet to a point; thence N 00°10'05" E a distance of 821.15 feet to a point, being the point of beginning; thence continue N 00°10'05" E a distance of 819.37 feet to a point; thence go S 86°13'57" E a distance of 500.53 feet to a point on St. Ann Drive; thence go along St. Ann Drive S 03°46'03" W a distance of 120 feet to a point on S. St. Ann Drive; thence go along S. St. Ann Drive S 86°13'57" E a distance of 290.00 feet to a point on St. Elizabeth Drive; thence go along St. Elizabeth Drive S 03°46'03" W a distance of 318.16 feet to a point on N. St. Blase Drive; thence go along N. St. Blase Drive N 86°13'57" W a distance of 290 feet to a point on St. Blase Drive; thence go along St. Blase Drive S 03°46'03" W a distance of 180 feet to a point; thence go N 86°13'57" W a distance of 461.65 feet to a point, being the point of beginning. And according to a recent survey by J. J. Krebs & Sons, Inc., Surveyors, dated July 5, 1983, the above property has the same designation, location, and measurements.


Also being a portion of the same property re-acquired by J & R Investments, Inc. from Dixie Federal Savings & Loan Association by act before Clayton J. Borne, III, Notary Public, dated April 2, 1981, and registered in COB 1001, folio 603.

This sale is made and accepted subject to a 10 foot servitude along the western line of the property in favor of Louisiana Power and Light as shown on the plan of subdivision by J. J. Krebs & Sons, Inc., Surveyors, dated May 20, 1983.

This sale is made and accepted subject to that sale of all minerals to Pelto Oil Company dated May 3, 1971, and registered in MLB 29, folio 551 of the Parish of Jefferson.
BE IT KNOWN, that on the dates hereinafter set forth, but effective as of ________, 2021, before the undersigned notaries public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS, a Louisiana non-profit corporation (EIN xx-xxxx____) (“Transferor”), having its principal place of business at 7887 Walmsley Ave., New Orleans, LA  70125, represented herein by and appearing through its undersigned representative, duly authorized hereto pursuant to an order [DESCRIBE ORDER], a certified copy of which is attached hereto; and

______________________________, a Louisiana _______________ (EIN No. xx-xxx____) (“Transferee”), having its principal place of business at __________________________, represented herein by and appearing through its undersigned representative, duly authorized hereto pursuant to a _________________ of said _______________, an original or certified copy of which is attached hereto

who declare that Transferor does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon, and deliver, without warranty of title or any other warranties whatsoever and without recourse, not even for the return of the purchase price, but with full substitution and subrogation in and to all rights and actions of warranty Transferor has or may have against all preceding owners and vendors, and subject to all restrictions, encroachments, servitudes and rights of way to Transferee, here present and accepting for Transferee, its successors and assigns and acknowledging due delivery and possession thereof, all and singular, the following described property:

[INSERT LEGAL DESCRIPTION]

together with all buildings, improvements, components, and construction thereon, if any, and all rights, ways, servitudes, privileges, and interest appurtenant thereto (collectively, the “Property”).

This Act of Cash Sale (the “Act of Sale”) is made subject to any and all existing agreements, leases, servitudes, easements, rights-of-way, deed restrictions, and encroachments burdening the Property whether or not shown on a survey (the “Permitted Encumbrance”).

TO HAVE AND TO HOLD the above-described Property unto Transferee, its successors and assigns forever.
EXHIBIT B - FORM OF CASH SALE

As a material and integral consideration for the execution of this Act of Sale by Transferor, Transferee acknowledges that the Property is sold “AS IS, WHERE IS” and hereby disclaims (i) any warranty (whether express or implied, or arising by operation of law, whether in the nature of an implied warranty or fitness or merchantability) guaranty or representation, oral or written, concerning the nature and condition of the Property, including the suitability thereof for any and all activities and uses the Transferee may elect to conduct thereon, and (ii) the compliance of the Property or its operations with any laws, ordinances or regulations of any government or other body. Transferee further waives and releases Transferor from any and all claims or causes of action to which Transferee may have, or hereafter may be otherwise entitled, based on vices or defects in the Property, or any improvements or component parts thereof, including, without limitation, the presence of reactive (or Chinese) drywall or similar products or substances, whether in the nature of redhibition pursuant to Louisiana Civil Code Article 2520, et. seq., for diminution of the purchase price pursuant to Louisiana Civil Code Article 2541 et. seq., breach of warranty, concealment, or any other theory of law. The Transferee further assumes the risk of all vices and defects in the Property, and all improvements and component parts thereof (including but not limited to Permitted Encumbrances), whether those vices or defects are latent or not discoverable upon simple inspection, and including those vices or defects, knowledge of which would deter Transferee from making this purchase.

Transferee further acknowledges that Transferee and any agents of its choosing (a) had ample opportunity to fully inspect the Property, including but not limited to the environmental condition of the Property; (b) have inspected the Property to the extent Transferee has deemed necessary; (c) has had ample opportunity to survey the Property and to examine title to the Property including, but not limited to the Permitted Encumbrances and (d) does hereby purchase the Property in its present condition and subject to any physical encroachments on the Property and any physical encroachments onto adjacent property by improvements located on the Property as to property adjacent to the Property.

Transferee further waives, releases and indemnifies Transferor from any and all claims and agrees to hold harmless, defend and indemnify Transferor from and against any demands, causes of action, liens, losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees, court costs, consultant’s fees, remediation, clean up or other response costs) of any and every kind or character, known or unknown, fixed or contingent under the Resource Conservation and Recovery Act, as now existing or hereafter amended, 42 U.S.C. §§ 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as now existing or hereafter amended, 42 U.S.C. §§ 9601 et seq.; the Hazardous Materials Transportation Act, as now existing or hereafter amended, 49 U.S.C. §§ 5101 et seq.; the Clean Water Act, as now existing or hereafter amended, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, as now existing or hereafter amended, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, as now existing or hereafter amended, 15 U.S.C. §§ 2601 et seq.; or any other applicable federal, state or local laws, rules, ordinances, permits, approvals, orders or regulations relating to the environment or otherwise as they now exist or may subsequently be modified, supplemented or amended. Transferee further agrees and commits to comply with all such laws, rules, ordinances, permits, approvals, orders or regulations in such a manner as to insure that no liability or claims will be asserted against Seller.
EXHIBIT B - FORM OF CASH SALE

Transferee further waives and releases Transferor from any and all claims and agrees to hold harmless, defend and indemnify Transferor from and against any demands, causes of action, liens, losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees, court costs, and consultants’ fees) of any and every kind of character, known or unknown, fixed or contingent, pertaining to, or arising out of, any subdivision requirements imposed by any governmental entity in connection with Transferee’s acquisition and development of the Property.

The above waivers of warranty have been called to Transferee’s attention and are voluntarily given.

TRANSFEREE’S INITIALS

Nothing in the foregoing waiver or this Act of Sale shall be deemed to establish or create any vendors' lien or privilege, resolutory condition, stipulation pour autrui or any other right or interest affecting or attaching to the Property in favor of Transferor or any other party, and all such rights or interests are expressly released, waived and renounced.

Transferee acknowledges the following restrictions on the Property, which restriction shall, to the fullest extent allowed by law, shall run with the land and be binding on Transferee and any future owners:

The Property shall not be used for the following uses or purposes:

1. An abortion clinic or medical-service-type facility that includes the provision of abortion services or counseling that promotes and/or encourages individuals to obtain abortions; or

2. A counseling service that includes as part of its options and/or recommendation to clients the consideration of abortion as an alternative to carrying a pregnancy through birth; or

3. An organization that advocates, in any manner, abortion or right of free choice of an individual to elect abortion.

The Property also is subject to the following restrictions:

1. Non-industrial or commercial;

2. Non-institutional, such as a school or community college; and

3. Single residence only.

This Act of Sale is made and accepted for and in consideration of the sum of ______________
_______________________________ & __/100 Dollars ($________.__) cash, the receipt and sufficiency of which are hereby acknowledged by Transferor, who hereby grants full acquittance and discharge therefor.

All state and parish taxes assessed against the Property up to and including such taxes due and eligible for the year 2020 have been paid by Transferor. Transferee and Transferor acknowledge that the 2021 taxes respecting the Property have been prorated between Transferee and Transferor. Transferee
EXHIBIT B - FORM OF CASH SALE

hereby assumes payment of any and all taxes respecting the Property for the year 2021 and any and all other future taxes.

In accordance with La. R.S. 9:2721(B), from and after the date of this Act of Sale, (a) the name of the person responsible for all property taxes and assessments is Transferee, and (b) all property tax and assessment notices should be mailed to the following address:

[INSERT]

The parties hereto waive production of all certificates and relieve and release the undersigned notaries from any and all responsibility or liability for the non-production thereof.

This Act of Sale may be executed in counterparts, which counterparts shall together constitute one act if signed by both Transferor and Transferee.

THUS DONE AND PASSED by Transferor in the Parish of ________________, State of Louisiana on ________, 2021, but effective as of the Effective Date, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with the said appearer and me, notary.

WITNESSES:

TRANSFEROR:

______________________________
Print Name:______________________

THE ROMAN CATHOLIC CHURCH OF
THE ARCHDIOCESE OF NEW ORLEANS,
a Louisiana non-profit corporation

______________________________
Print Name:______________________
By: __________________________________________
Name: _____________________________
Title: _____________________________

______________________________
Print Name: _________________________
Notary/Bar No.: _______________________
My Commission Expires: ______________
(Affix Seal if Outside Louisiana)

THUS DONE AND PASSED by Transferee in the Parish of ________________, State of Louisiana on ________, 2021, but effective as of the Effective Date, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with the said appearer and me, notary.

WITNESSES:

TRANSFEREE:

______________________________

______________________________
EXHIBIT B - FORM OF CASH SALE

Print Name: ____________________  ____________________

By: ______________________________

Print Name: ____________________  Name: ____________________

Title: ____________________________

NOTARY PUBLIC

Print Name: ____________________

Notary/Bar No.: __________________

My Commission Expires: __________

(Affix Seal if Outside Louisiana)