

<b>CASH SALE OF PROPERTY</b>	<b>UNITED STATES OF AMERICA</b>
<b>BY:</b>	<b>STATE OF LOUISIANA</b>
<b>FRED R. KOLB and</b>	<b>PARISH OF ORLEANS</b>
<b>KRISTINA KOLB JOHNSON</b>	<b>STATE OF LOUISIANA</b>
<b>TO:</b>	<b>PARISH OF ST. TAMMANY</b>
<b>MAURMONT PROPERTIES, L.L.C.</b>	

**BE IT KNOWN**, that on the dates set forth below,

**BEFORE US**, the undersigned Notaries Public, duly commissioned and qualified in and for the Parishes and State set forth, and in the presence of the witnesses hereinafter undersigned,

**PERSONALLY CAME AND APPEARED:**

**FRED R. KOLB** a person of the full age of majority, resident of and domiciled in St. Tammany Parish, Louisiana, who declared that he has been married but once and then to Mary Leslie Peck Kolb, with whom he is presently living and residing and whose mailing address is 118 Longwood Drive, Mandeville, LA 70471; and

**KRISTINA KOLB JOHNSON**, a person of the full age of majority, resident of and domiciled in Orleans Parish, Louisiana, who declared that she has been married but once and then to Albert Sidney Johnson, with whom she is presently living and residing and whose mailing address is 7461 Jade Street, New Orleans, LA 70124.

(hereinafter, collectively "Sellers"),

who declared that Sellers do by these presents hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with full warranty of title, and with full substitution and subrogation in and to all rights and actions of warranty of title which Sellers have or may have against all preceding owners and vendors, the hereinafter described property, UNTO:

**MAURMONT PROPERTIES, L.L.C.**, a Louisiana limited liability company, formed and existing under the laws of the State of Louisiana, represented herein by its Manager, Maurmont Managers, L.L.C., in turn represented by its duly authorized Manager, Robert A. Maurin,

(hereinafter "Purchaser")

Mailing Address: 109 Northpark Boulevard, Ste. 300  
Covington, LA 70433

## EXHIBIT 6 DEED\_MAURMONT ACT OF SALE

here present, accepting and purchasing for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property, to-wit:

### LEGAL DESCRIPTION - TRACT "M"

A certain tract or parcel of ground designated as Tract M on a survey prepared by Acadia Land Surveying, L.L.C., last dated January 20, 2003 and annexed hereto, containing 12.741 acres or 554,998 sq. ft. located in Section 47, T7S-R11E, St. Tammany Parish, State of Louisiana, being more particularly described as followed:

Commencing at a found 1" iron pipe, said pipe being the Southwest corner of Section 46, T7S - R10E, said pipe also being the "Point of Commencement," and labeled POC;

Thence, North 00 degrees 54 minutes 02 seconds West a distance of 408.95 feet to a found 3/4" iron rod, said rod is located on the northerly right of way line of Christwood Blvd.

Thence, continuing along said right of way line, North 89 degrees 04 minutes 24 seconds East a distance of 544.75 feet to a point;

Thence, along a curve to the left having a delta of 50 degrees 00 minutes 19 seconds, a radius of 500.46 feet, an arc length of 436.78 feet, a chord bearing of North 64 degrees 04 minutes 15 seconds East and a chord distance of 423.05 feet to a point;

Thence, North 39 degrees 04 minutes 05 seconds East a distance of 835.03 feet to the POINT OF BEGINNING", and labeled POB;

Thence, departing said right of way line, North 39 degrees 04 minutes 05 seconds a distance of 67.31 feet to a set 3/4" iron rod;

Thence, along a curve to the right having a delta of 28 degrees 51 minutes 26 seconds, a radius of 659.62 feet, an arc length of 332.22 feet, a chord bearing of North 53 degrees 29 minutes 48 seconds East and a chord distance of 328.72 feet to a set 3/4" iron rod;

Thence, North 26 degrees 19 minutes 22 seconds East a distance of 265.57 feet to a set 3/4" iron rod;

Thence, along a non-tangent curve to the right having a delta of 28 degrees 46 minutes 07 seconds, a radius of 859.21 feet, an arc length of 431.42 feet, a chord bearing of South 84 degrees 19 minutes 38 seconds East and a chord distance of 426.90 feet to a set 3/4" iron rod;

Thence, South 69 degrees 56 minutes 34 seconds East a distance of 271.27 feet to a set 3/4" iron rod;

Thence, South 20 degrees 01 minutes 52 seconds West a distance of 771.30 feet to a set 3/4" iron rod;

Thence, North 65 degrees 59 minutes 37 seconds West a distance of 919.37 feet to the POINT OF BEGINNING.

### LEGAL DESCRIPTION - "168.385 ACRE TRACT"

A certain tract or parcel of ground designated as a "168.385 Acre Tract" on a survey prepared by Acadia Land Surveying, L.L.C., last dated January 10, 2003 and annexed hereto, containing 168.385 acres or 7,334,860 sq. ft. located in Section 47, T7S-R11E, St. Tammany Parish, State of Louisiana, being more particularly described as followed:

Commencing at a found 1" iron pipe, said pipe being the Southwest corner of Section 46, T7S - R10E, said pipe also being the "Point of Commencement,"

Thence, North 00 degrees 54 minutes 02 seconds West a distance of 408.95 feet to a found 3/4" iron rod, said rod is located on the northerly right of way line of Christwood Blvd.

Thence, continuing along said right of way line, North 89 degrees 04 minutes 24 seconds East a distance of 544.75 feet to a point;

Thence, along a curve to the left having a delta of 50 degrees 00 minutes 19 seconds, a radius of 500.46 feet, an arc length of 436.78 feet, a chord bearing of North 64 degrees 04 minutes 15 seconds East and a chord distance of 423.05 feet to a point;

Thence, North 39 degrees 04 minutes 05 seconds East a distance of 835.03 feet to a point  
Thence, South 65 degrees 59 minutes 37 seconds East a distance of 919.37 feet to the "POINT OF BEGINNING," and is labeled P.O.B.

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Thence, North 20 degrees 01 minutes 52 seconds East a distance of 1,903.77 feet to a Thence, along a curve to the left having a delta of 00 degrees 25 minutes 52 seconds, a radius of 23,449.04 feet, an arc length of 176.45 feet, a chord bearing of South 70 degrees 13 minutes 26 seconds East and a chord distance of 176.45 feet to a set 3/4" iron rod;  
Thence, South 69 degrees 48 minutes 12 seconds East a distance of 447.26 feet to a found concrete marker;  
Thence, South 68 degrees 55 minutes 54 seconds East a distance of 1,849.42 feet to a found concrete marker;  
Thence, South 25 degrees 36 minutes 30 seconds East a distance of 414.77 feet to a found concrete marker;  
Thence, South 68 degrees 56 minutes 49 seconds East a distance of 1,613.04 feet to set 3/4" iron rod;  
Thence, South 00 degrees 17 minutes 38 seconds East a distance of 793.10 feet to a found 2" iron pipe;  
Thence, South 89 degrees 44 minutes 10 seconds West a distance of 2,744.87 feet to a set 3/4" iron rod;  
Thence, North 65 degrees 59 minutes 37 seconds West a distance of 1,911.31 feet to the "POINT OF BEGINNING."

(hereinafter the "Property")

This act is made and accepted subject to the matters set forth on Exhibit A (the "Permitted Exceptions").

Sellers reserve unto themselves, their heirs, and assigns, all oil, gas and other minerals in and under the above described property, however, all surface rights are specifically waived in favor of Purchaser, its successors, heirs and assigns, and Sellers shall have no rights whatsoever to engage in any exploration or drilling activity upon the surface of the above described property, and all removal of oil, gas or other minerals shall be conducted by way of directionally drilling or minimal extraction from a well location off the surface of the above described property.

TO HAVE AND TO HOLD the above-described Property to Purchaser, Purchaser's successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of TWO MILLION SEVEN HUNDRED NINETY THOUSAND FOUR HUNDRED FIFTY-EIGHT AND 94/100 (\$2,790,458.94) DOLLARS, all cash, which Purchaser has well and truly paid, in ready and current money, to Sellers, who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefor.

The parties hereto waive production of mortgage and conveyance certificates and hereby relieve and release me, Notary, from any responsibility or liability in connection therewith.

According to the tax research certificate issued by the Sheriff and Ex-Officio Tax Collector for the Parish of St. Tammany, it will appear that taxes have been paid through the year 2004. Taxes for the year 2005 are being prorated between the parties.

[SIGNATURE PAGES FOLLOW]

EXHIBIT 6 DEED\_MAUROMT ACT OF SALE

THUS DONE AND SIGNED, by Fred R. Kolb in St. Tammany Parish, State of Louisiana, on the 22<sup>nd</sup> day of April, 2005, in the presence of the undersigned competent witnesses who have hereunto subscribed their names with the said appearer and with me, Notary, after due reading of the whole.

WITNESSES:

*Maiville L. Smith*  
Print Name: Maiville L. Smith

*Fred R. Kolb*  
FRED R. KOLB

*Wm. J. Jones Jr.*  
Print Name: Wm. J. Jones Jr.

*Thompson*  
NOTARY PUBLIC  
Bar No: 18541

[seal]

THUS DONE AND SIGNED by Kristina Kolb Johnson in the City of New Orleans, State of Louisiana, on the 22<sup>nd</sup> day of April, 2005, in the presence of the undersigned competent witnesses who have hereunto subscribed their names with the said appearer and with me, Notary, after due reading of the whole.

WITNESSES:

*Kristina Kolb Johnson*  
Print Name: Kristina Kolb Johnson

*Kristina Kolb Johnson*  
KRISTINA KOLB JOHNSON

*Wm. J. Jones Jr.*  
Print Name: Wm. J. Jones Jr.

*Thompson*  
NOTARY PUBLIC  
Bar No. 18541


[seal]

EXHIBIT 6 DEED\_MAURMONT ACT OF SALE

THUS DONE AND SIGNED by Maurmont Properties, L.L.C. in the State of Louisiana, on the 25<sup>th</sup> day of April, 2005, in the presence of the undersigned competent witnesses who have hereunto subscribed their names with the said appearer and with me, Notary, after due reading of the whole.

WITNESSES:

  
Print Name: Jeffrey L. Marsh

  
Print Name: Janet C. Turner

MAURMONT PROPERTIES, L.L.C.

By: Maurmont Managers, L.L.C.  
Its: Manager

By:   
Robert A. Maurin, Manager

Nancy B. Stollis  
NOTARY PUBLIC  
Notary # 068797

[seal]

## EXHIBIT 6 DEED\_MAURMONT ACT OF SALE

### EXHIBIT "A"

1. 125' CLECO Right of Way created by judgment in the matter entitled "Central Louisiana Electric Company, Inc. v. Mrs. Mary Elizabeth Schlosser, widow of Conrad Kolb and Miss Emelie Kolb, No. 26767 for the 22<sup>nd</sup> Judicial District Court, recorded at COB 466, folio 191.
2. Drainage servitude along Interstate Highway 12, affecting a parcel described as Parcel 42-3-I-D-I, created pursuant to the Order of Expropriation in "State of Louisiana, through the Department of Highways versus Emelie Kolb," Case No. 35093 on the docket of the 22<sup>nd</sup> Judicial District Court, Parish of St. Tammany, recorded in COB 636, folio 135.
3. Predial Servitude created by Act of Establishment of Predial Servitudes by Stirling Mandeville, L.L.C. in favor of Fred R. Kolb and Kristina Kolb Johnson, by act dated variously February 26 and 27, 2003, recorded as CIN 1351528.
4. Act of Modification of Predial Servitude by and between Stirling Mandeville, L.L.C. and W. Wallace Poole, Jr., dated February 12, 2003, recorded as CIN 1351588.
5. Act of Modification of Predial Servitude by and among Stirling Mandeville, L.L.C., Christwood and Christ Episcopal Church in Covington, Louisiana dated February 12, 2003, recorded as CIN 1351580.
6. 30' Drainage Easement traversing Tract M as depicted on survey of 168.385 acre tract by Acadia Land Surveying, L.L.C., Michael P. Blanchard, P.L.S., dated January 10, 2003.
7. 125' CLECO Right of Way depicted as lying on the 168.385 acre tract by survey of Acadia Land Surveying, L.L.C., Michael P. Blanchard, P.L.S. dated January 10, 2003.
8. Drainage Easement traversing the 168.385 acre tract as depicted on survey of Acadia Land Surveying, L.L.C., Michael P. Blanchard, P.L.S., dated January 10, 2003.

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O'CONNOR & O'CONNOR, LLC

228 ST. CHARLES AVENUE, SUITE 1030  
NEW ORLEANS, LOUISIANA 70130

Henry O'Connor, Jr.  
Henry O'Connor, III

Telephone: (504) 592-8230  
Fax: (504) 592-8241

April 25, 2005

PURCHASER'S CLOSING STATEMENT

TO: MAURMONT PROPERTIES, L.L.C.  
Tax Identification No.: 20-2698107

RE: PURCHASE OF A 168.385 ACRE TRACT AND TRACT M (12 AC.), ST. TAMMANY  
PARISH, LOUISIANA FROM KRISTINA KOLB JOHNSON & FRED R. KOLB

PURCHASE PRICE\* \$2,790,458.94  
ADJUSTMENTS:  
Property Tax Proration\*\* (0.00)  
Section 2.9(c)(3) (4,780.00)  
Closing Date Differential 1,376.11

DEBIT FROM PURCHASER (3,403.89)  
O'Connor & O'Connor, L.L.C. \$2,787,055.05

Closing Fee and Recordation Expense 3,750.00

First American Title Insurance\*\*\*  
(per attached statement)

DEBIT AT CLOSING 12,360.00  
\$2,799,415.05

MAURMONT PROPERTIES, L.L.C.

By: ~~Maurmont Managers, L.L.C., Manager~~

By: James E. Maurin  
James E. Maurin, Manager

Nancy B. Shollis  
NOTARY PUBLIC  
NOTARY # 068797

\* See Calculation Annexed  
\*\* To be adjusted upon receipt of 2005 bills.  
\*\*\*The Commitment will remain open for six (6) months from its Date of Issue so that the Owner's Policy can be issued simultaneously with a Mortgagee's Policy when financing is put in place.

## EXHIBIT 6 DEED\_MAURMONT ACT OF SALE

### ASSIGNMENT AND ASSUMPTION OF AGREEMENT OF SALE

This Assignment and Assumption of Agreement of Sale ("Assignment") is entered into between STIRLING MANDEVILLE, L.L.C. ("Assignor") and MAURMONT PROPERTIES, L.L.C. ("Assignee"), as of April \_\_, 2005 ("Effective Date").

### RECITALS

1. Pursuant to the terms of that certain Agreement entered into as of October \_\_, 2002, by and between Fred R. Kolb and Kristina Kolb Johnson, collectively, as Seller and Stirling 21, L.L.C., as Buyer (the "Agreement") which was subsequently assigned to Assignor on February 27, 2003, Assignor acquired, inter alia (i) the right and option to purchase the property described in the Agreement as the Kolb Portion of the Shopping Center (which was acquired by Assignor on February 27, 2003), and (ii) the right and option to acquire the property described in the Assignment as the Kolb's Last Acreage.
2. Assignor subsequently relinquished its right to acquire that portion of the Kolb's Last Acreage designated as Tract J.
3. Assignor desires to assign to Assignee, without recourse, representation or warranty, all of its rights, benefits, liabilities and obligations to acquire the remaining parcels of land which now comprise the Kolb's Last Acreage under the Purchase Agreement (hereinafter, the "Property"), and Assignee desires to assume all of said rights, benefits, liabilities and obligations.

**NOW THEREFORE**, in consideration of the foregoing promises, the mutual undertakings of the parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Consideration. This Assignment is made in consideration of a payment by Assignee to Assignor in the amount of Ten and No/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged.
2. Assignment and Assumption. Assignor hereby transfers, assigns and conveys, without recourse, representation or warranty, express or implied, all of Assignor's rights, interests, liabilities and obligations in and to the Property, and all of Assignor's rights, liabilities and obligations under the Purchase Agreement to acquire same to Assignee. Assignee hereby accepts such assignment and assumes and obligates itself jointly and in solido with Assignor for the performance and satisfaction of all obligations of Assignor under the Agreement relating to the Property and the Agreement assigned to it above.



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3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties' successors and assigns.
4. Attorneys' Fees. In the event any party institutes any action or proceeding against the other party with regard to this Assignment, the prevailing party of such action shall be entitled to recover from the nonprevailing party (in addition to all other remedies provided by law) its attorneys' fees and costs incurred in such action or proceeding.
5. Entire Agreement; Modifications. This Assignment contains the entire understanding between the parties regarding its subject matter and supersedes all other representations, warranties or agreements, express or implied, written or oral. This Assignment may only be modified in writing executed by all parties.
6. Facsimile and Counterparts. This Assignment may be executed in counterparts and evidenced by facsimile, all of which shall be as binding as a fully executed single original of the Assignment.

This Assignment has been executed effective as of April 22<sup>nd</sup>, 2005.

ASSIGNOR:

STIRLING MANDEVILLE, L.L.C.

BY: STIRLING 21, L.L.C., Manager

By: Gerald E. Songy  
Gerald E. Songy, Manager

ASSIGNEE:

MAURMONT PROPERTIES, L.L.C.

By: Maurmont Managers, L.L.C.

By: James E. Maurin  
James E. Maurin, Manager