

Pedersen & Pedersen Auctions

2435 E. Broad Street Phone (337) 494-1333
Lake Charles, Louisiana 70601 Fax (337) 436-7197

CONTRACT FOR SALE OF REAL PROPERTY

The undersigned, _____, ("Purchaser") whose address is _____ agrees to buy, and the undersigned Mr. Thomas W. Douget executor for the Wesley J. & Marie T. Douget Irrevocable Living Trust, agree to sell through PEDERSEN AND PEDERSEN AUCTIONS, INC., a licensed Real Estate broker/auctioneer, herein referred to as "Auctioneer/Broker", all that tract or parcel of land and all improvements situated thereon (hereinafter referred to as "property") as described in Exhibit "A" attached hereto and made a part of this Contract by reference, such purchase and sale to be consummated in accordance with the following terms and conditions.

The purchase price of said property shall be _____

The herein purchase price shall be payable to the Seller in cash, at closing, in immediately available funds. (This Contract is not contingent upon financing of any kind.)

Purchaser has paid to the Auctioneer/Broker, \$20,000.00, receipt of which is hereby acknowledged, \$ _____, in cash, \$ _____ certified check, \$ _____ personal check as earnest money to be applied towards the purchase price when the sale is consummated. As procuring cause of this Contract, Auctioneer/Broker has rendered a valuable service for which reason Auctioneer/Broker is made a party to this Contract to enable Auctioneer/Broker to enforce its commission rights hereunder against the parties hereto on the following basis: Seller agrees to pay Auctioneer/Broker the full commission as provided in the Auction Listing Contract when the sale is consummated. In the event the sale is not consummated because of Seller's inability, failure, or refusal to perform any of the Seller's covenants herein, then the Auctioneer/Broker, at the option of the Purchaser, shall return the earnest money to Purchaser. Purchaser agrees that if Purchaser fails or refuses to perform any of the Purchaser's covenants herein, Purchaser shall forthwith forfeit the earnest money as liquidated damages; provided the Auctioneer/Broker may first apply one-half of the earnest money to Seller as liquidated damages and full settlement of any claim for damages or the Seller may seek to enforce specific performance rights and obligations against the Purchaser under the terms of this Contract. In the event Purchaser fails to make deposit or deposits are uncollectible, Purchaser shall be considered to have breached this Contract and Seller shall have the right to re-offer the property for sale to others and to demand liquidated damages equal to the amount of the deposit or he may demand specific performance. The Purchaser in either event shall be liable for Auctioneer/Broker's commission, attorney's fees and costs. Prior to disbursing earnest money pursuant to this Contract, Auctioneer/Broker shall give all parties ten (10) days written notice by certified mail (to each party's last known address), stating to whom the disbursement will be made. Any party may object in writing to the disbursement provided Auctioneer/Broker prior to the end of the ten (10) day notice period receives the objection.

All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Auctioneer/Broker shall (1) disburse the earnest money and so notify all parties; or (2) interplead the earnest money into a court of competent jurisdiction; or (3) hold the earnest money for a reasonable period of time (not to exceed 10 days) to give the parties

an opportunity to resolve the dispute. Auctioneer/Broker shall be entitled to be reimbursed from any funds interpleaded for its costs and expenses, including reasonable attorney's fees incurred on the interpleaded action. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Auctioneer/Broker. No party shall seek damages from Auctioneer/Broker (nor shall Auctioneer/Broker be liable for the same) for any matter arising out of or related to the performance of Auctioneer/Broker's duties under this earnest money paragraph, and the parties indemnify Auctioneer/Broker accordingly.

Should property be destroyed or substantially damaged before time of closing, Seller is to notify immediately the Buyer or Auctioneer/Broker, after which the Buyer may declare this Contract void and receive a refund of the earnest money deposited. In the event Buyer elects not to void this Contract pursuant to this paragraph, then within five (5) calendar days after Seller receives notification of the amount of the insurance proceeds, if any, Seller shall notify Buyer of the amount of insurance proceeds and the Seller's intent to repair or not to repair said damage. Within five (5) calendar days of Seller's notification, Buyer may (1) declare this Contract void and receive a refund of the earnest money deposited, or (2) consummate this Contract and receive such insurance as is paid on claim of loss if Seller has elected not to repair said damage.

Auctioneer/Broker and Seller have gathered information contained in promotional materials from sources deemed reliable but not guaranteed. Purchaser acknowledges that he has inspected the property or has had the opportunity to do so and chose not to inspect the property. Purchaser is relying solely on his own inspection and judgment. Further, all parties acknowledge and agree that the Property is being sold "AS IS" with any and all faults. The Seller shall have no obligation for repairs or replacements noted in any inspection(s) made by or for Buyer. Such repairs or replacements shall be the sole responsibility of Buyer. Purchaser and Seller acknowledge and agree that the only Auctioneer/Broker involved in this transaction, as Seller's agent is PEDERSEN AND PEDERSEN'S AUCTION, INC. Auctioneer/Broker has acted as agent for the Seller in this transaction. Auctioneer/Broker has not acted as agent for the Purchaser as disclosed in Exhibit "B" attached hereto and made a part of this Contract by reference.

The purchaser shall have fifteen (15) days after receipt of title to examine title of property and in which to furnish Seller with a written statement of objections affecting the marketability of said title. The title herein required to be furnished by the Seller shall be good and marketable, and that marketability shall be determined in accordance with Applicable Law, as supplemented by the Title Standards of the State Bar Association in which the property is located. Any defect in the title which comes within the scope of said Title Standards, shall not constitute a valid objection of the part of the Purchaser, provided that the Seller furnishes the Affidavits and other title papers, if any, required in the applicable Standard to cure such defect. In the event curative work and/or field survey work in connection with the title is required, Purchaser and Seller agree to and do extend time for closing to a date no more than fifteen (15) days following completions of curative work and/or field survey work, but in no event shall such extension exceed 120 days from original closing deadline. If title is not marketable at expiration of said 120-day period, Purchaser shall have the option of (1) Accepting the title "AS IS", or (2) Demanding a refund of the deposit and this Contract shall be null and void.

Seller warrants that he presently (or shall) have title to said property. At the time of closing, Seller agrees to convey good and marketable title to said property by Warranty Deed, unless otherwise specified herein, subject only to (1) zoning ordinances affecting said property; (2) general utility, sewer, and drainage easements of records; (3) subdivision easements of record; (4) all oil, gas or mineral rights; (5) rights and restrictions pertaining to any cemeteries; (6) leases, covenants and other easements, other restrictions and encumbrances specified in this Contract. In the event leases are specified in this Contract, Buyer agrees to assume Seller's responsibilities thereunder to the Tenant and to the Auctioneer/Broker who negotiated such leases.

Time being of the essence, this sale shall be closed on or before October 22, 2009.

Purchaser's earnest money shall not be deposited in Auctioneer/Broker's escrow account until such time as, this Contract is accepted by all parties. Possession of property will be granted to Purchaser at closing.

Neither Seller nor Auctioneer/Broker are positive as to the status of the oil, gas, and mineral rights. The Seller shall maintain 100% of mineral rights to the property.

The Purchaser and Seller will prorate the current year's ad valorem & property taxes.

Closing Attorney is instructed to: (A) transfer the survival of Contract subparagraph to the closing statement; (B) obtain and distribute to and from the appropriate parties such certifications, affidavits, and statements as are required in order to meet the requirements of Internal Revenue Code 1445 (Foreign/Non-Foreign Sellers), or in the alternative, to disburse and hold the sales proceeds in such a manner as may be required to comply with Internal Revenue Code 1445; (C) file with the Internal Revenue Service the IRS Form 1099B documenting this transaction, and comply with any other reporting requirements related thereto, and (D) unless otherwise provided herein, apply earnest money as a credit toward Auctioneer/Broker's Commission with any excess being paid to Seller at closing. Except as may otherwise be provided for in the Contract, all notices or demands required or permitted hereunder shall be delivered either (A) in person; (B) by overnight delivery service prepaid; (C) by facsimile (FAX) transmission; or by (D) the United States Postal Service, postage prepaid, registered or certified, return receipt requested. Such notices shall be deemed to have been given as of the date and time actually received by Auctioneer/Broker or Auctioneer/Broker's Affiliated Licensee or receiving party. In the event that any notice, demand, information or disclosure is required by the terms of this Contract to be given by a party to "Auctioneer/Broker," such Auctioneer/Broker shall be deemed to be the Auctioneer/Broker or Affiliated Licensee, if any, for the other party, and if none, then directly to the other party.

Seller and Purchaser agree that each shall execute and deliver such papers as may be necessary or proper to carry out the terms of this Contract at such reasonable time and place as Seller may set for the consummation of sale.

This Contract shall not be transferred or assigned without the written consent of all parties to this Contract and any permitted assignee shall fulfill all the terms and conditions of this Contract.

Notwithstanding anything contained herein to the contrary, Seller's responsibility in connection with the Property shall cease at closing shall constitute Buyer's acceptance of the Property unless provision is otherwise made in writing.

Buyer and Seller agree (1) to comply with and (2) to execute and deliver such certifications, affidavits, and statements as are required at the closing in order to meet the requirements of Internal Revenue Code Section 1445.

Any condition or stipulation not fulfilled at time of closing shall survive the closing, execution and delivery of the Deed of Conveyance until such time as said conditions or stipulations are fulfilled. The preceding statement shall be included on the closing statement.

This Contract constitutes the sole and entire agreement between the parties hereto and no modifications of this Contract shall be binding unless attached hereto and signed by all parties to this Contract. No prior or present agreement, representation, promise, or inducement unless included or referred in this Contract shall be binding upon any party hereto.

This Contract is inclusive of the following special conditions of sale:

MINERALS: 100% of Minerals shall be retained by the seller.

EASEMENTS: This property is sold subject to all outstanding easements on said property for roads, power and telephone lines and the like and likewise subject to any cemetery or cemeteries that may now exist on this property.

EXCLUSIONS: This Contract excludes all personal property on the property.

GOVERNING LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Louisiana. The venue of any litigation arising out of or instituted for the purpose of enforcing this Contract shall be in Beauregard Parish, Louisiana.

If special stipulations are in conflict with prior printed context of this Contract, then the special stipulations will govern this Contract.

This offer remains binding and irrevocable through _____, 2009 at 6:00 p.m. If this offer is not accepted by the Seller by said date and time, the earnest money deposit shall be returned to the Purchaser and this Contract shall be null and void.

The foregoing offer is **ACCEPTED** by the Seller on _____, 2009.

SWORN TO AND SUBSCRIBED before me, the undersigned Notary, at _____
Louisiana, in the presence of _____ and _____,
good and competent witnesses, on this ____ day of _____, 20__.

WITNESSES:

SELLER:

BY: _____

Mr. Thomas W. Douget

By _____

NOTARY PUBLIC
State of Louisiana
Parish of _____

My commission expires: _____

SWORN TO AND SUBSCRIBED before me, the undersigned Notary, at Lake
Charles, Calcasieu Parish, Louisiana, on this ____ day of _____,
20__, in the presence of the undersigned competent witnesses.

WITNESSES:

PURCHASER:

NOTARY PUBLIC (#_____)

SWORN TO AND SUBSCRIBED before me, the undersigned Notary, at Lake Charles, Calcasieu Parish, Louisiana, on this ____ day of _____, 20____, in the presence of the undersigned competent witnesses.

WITNESSES:

AUCTIONEER/BROKER:

Pedersen & Pedersen Auctions, Inc.

BY: _____
MICHAEL PEDERSEN, President

_____(#_____)
NOTARY PUBLIC

EXHIBIT "A"

Home & Property situated at 1315 South Lake Arthur Avenue in
Jennings, Louisiana 70546

Legal Description:

Lot 1 Frances Mack Subdivision of the East ½ of J. W. Mack Subdivision in
Section 3, Township 10 South, Range 3 West, City of Jennings, Jefferson
Davis Parish, Louisiana

EXHIBIT "B"

AGENCY/TRANSACTION BROKER

This Exhibit sets forth the relationship of the Broker/Auctioneer to Buyer and Seller for the purchase and sale of real property located at 108 Yoakum St. DeQuincy, La. 70633, Calcasieu Parish Louisiana, more particularly described in Exhibit "A," with an Offer Date of _____, 2009.

BROKERAGE AND AGENCY

Seller and Buyer acknowledge that if they have entered into a client relationship with a Broker/Auctioneer, that Broker/Auctioneer has disclosed on a prior basis (1) the types of brokerage relationships offered by the Broker/Auctioneer, (2) any other brokerage relationship which would conflict with the client's interest and (3) the compensation of Broker/Auctioneer and whether commissions would be shared with other Brokers.

Seller and Buyer agree to indemnify and hold Broker/Auctioneer harmless against all claims, damages, losses, expenses and/or liabilities arising out of or related to the purchase and sale of the real property listed above, except those arising from Broker's intentional wrongful acts. No Broker shall owe any duty to Buyer or Seller greater than is set forth in the Brokerage Relationships in Real Estate Transactions Act.

In this Exhibit, the term "Broker" shall mean a licensed Louisiana real estate Broker/Auctioneer and the broker's affiliated licensees.

The relationship of the listing Broker/Auctioneer and the selling Broker/Auctioneer to the Buyer and Seller is specified below. Only the part of this Exhibit that is selected is part of the Offer for the purchase and sale of the real property listed above:

Listing Broker: *(Select A or B below. The section not marked shall not be a part of this Exhibit)*

- A. SELLER AGENCY:** Listing Broker/Auctioneer has entered into a client relationship with Seller.
- B. DUAL AGENCY:** Listing Broker has entered into a client relationship with Buyer and Seller.

Selling Broker: *(Select A or B below. The section not marked shall not be a part of this Exhibit)*

- A. BUYER AGENCY:** Selling Broker has entered into a client relationship with Buyer.
- B. DUAL AGENCY:** Selling Broker has entered into a client relationship with Buyer and Seller.

X

C. SELLER AGENCY: Selling Broker/Auctioneer has entered into a client relationship with Seller.

D. TRANSACTION BROKERAGE: Selling Broker has not entered into a client relationship with Buyer and Seller.

E. SELLER SUBAGENCY: Listing Broker has entered into a client relationship with Seller and has appointed Selling Broker as its subagent.

If dual agency or transaction brokerage is selected above, the applicable disclosure below is incorporated herein. Otherwise, the disclosure(s) is not a part of this Exhibit.

Dual Agency Disclosure

Seller and Buyer are aware of Broker’s dual agency role and have determined that the benefits of Broker’s role outweigh the detriments. Seller and Buyer have been advised (1) that in this transaction, the Broker has acted as a dual agent, (2) that the Broker represents two clients whose interest may be different or adverse, (3) that as a dual agent, Broker may not disclose information made confidential by request of either client unless it is allowed or required to be disclosed and (4) that the clients do not have to consent to dual agency. The clients referenced above have voluntarily consented to dual agency and have read and understood their brokerage engagement agreements. The Broker and/or affiliated licensees have no material relationship with either client except as follows:

A material relationship means one actually known of a personal, familial or business nature between the Broker and affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Affiliated Licensee Agreement: The Broker has assigned _____ (Selling Licensee) to work with Buyer and _____ (Listing Licensee) to work with Seller. Each shall be deemed to act for and represent exclusively the party to whom each has been assigned.

Transaction Broker Disclosure

Seller and Buyer acknowledge that if a Broker does not represent them, they are each solely responsible for protecting their own interests. Seller and Buyer acknowledge that the Broker may perform ministerial acts for either party as a Transaction Broker.

Selling Broker’s Initials _____
(or Broker’s Affiliated Licensee)

Buyer’s Initials: _____/_____

Listing Broker’s Initials _____
(or Broker’s Affiliated Licensee)

Seller’s Initials: _____/_____