

1340 Poydras Street, 4th Floor  
New Orleans, Louisiana 70112



Land Records Division  
Telephone (504) 407-0005

**Chelsey Richard Napoleon**  
**Clerk of Court and Ex-Officio Recorder**  
**Parish of Orleans**

**DOCUMENT RECORDATION INFORMATION**

Instrument Number: 2021-17165

Recording Date: 4/21/2021 02:17:24 PM

Document Type: SALE

Addtl Titles Doc Types:

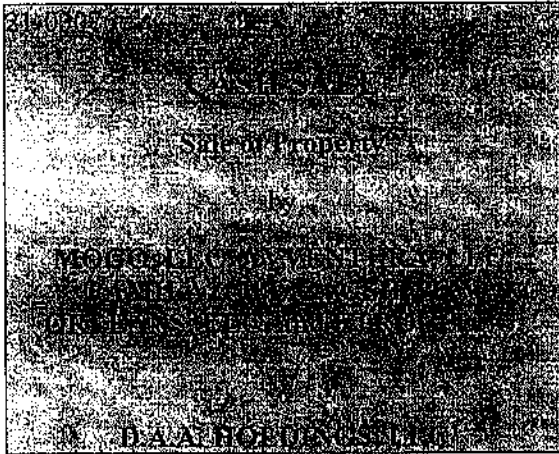
Conveyance Instrument Number: 691767

Filed by: WINTERS TITLE, RICK STONE  
700 DUBLIN ST

NEW ORLEANS, LA 70118

**THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND  
SHOULD BE RETAINED WITH ANY COPIES.**

Winters Title Agency, Inc.  
700 Dublin Street  
New Orleans, LA. 70118  
504-861-2240



**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

**BE IT KNOWN**, that on the dates hereinafter set forth, but effective as of **April 20, 2021** (the "**Effective Date**"), before the undersigned notaries public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

**MOGO, LLC**, a Louisiana limited liability company (EIN XX-XXXX1901)(**"MOGO"**), having an address at c/o Morris F. Mintz, 123 Walnut Street, Unit 605, New Orleans, LA 70118, represented herein by and appearing through Morris F. Mintz, its Manager, duly authorized hereto pursuant to a written consent of said limited liability company, an original of which is attached hereto;

**AVVENTURA, LLC**, a Louisiana limited liability company (EIN XX-XXXX1800)(**"Avventura"**), having an address at c/o Morris F. Mintz, 123 Walnut Street, Unit 605, New Orleans, LA 70118, represented herein by and appearing through Morris F. Mintz, its Agent and Attorney-in Fact, duly authorized hereto pursuant to a written consent of said limited liability company, an original of which is attached hereto;

**PAMILAZ, L.L.C.**, a Louisiana limited liability company (EIN XX-XXXX0198)(**"Pamilaz"**), having an address at c/o Morris F. Mintz, 123 Walnut Street, Unit 605, New Orleans, LA 70118, represented herein by and appearing through Morris F. Mintz, its Agent and Attorney-in Fact, duly authorized hereto pursuant to a written consent of said limited liability company, an original of which is attached hereto;

**GSH NEW ORLEANS, LLC**, a Louisiana limited liability company (EIN XX-XXXX8283)(**"GSH"**), having an address at c/o Morris F. Mintz, 123 Walnut Street, Unit 605, New Orleans, LA 70118, represented herein by and appearing through Morris F. Mintz, its Agent and Attorney-in Fact, duly authorized hereto pursuant to a written consent of said limited liability company, an original of which is attached hereto;

**ETROG, LLC**, a Louisiana limited liability company (EIN XX-XXXX8588)(**"ETROG"**); together with MOGO, Avventura, Pamilaz and GSH, **"Transferor"**, having an address at c/o Morris F. Mintz, 123 Walnut Street, Unit 605, New Orleans, LA 70118, represented herein by and appearing through Morris F. Mintz, its Agent and Attorney-in Fact, duly authorized hereto pursuant to a written consent of said limited liability company, an original of which is attached hereto; and

**D.A.A. HOLDINGS, LLC** a Louisiana limited liability company (EIN XX-XXXX3177)(**"D.A.A. HOLDINGS"**) having an address at 2140 Manhattan Boulevard, Harvey, Louisiana 70058 represented herein by and appearing through Thu Nguyen, its Manager, duly authorized hereto pursuant to a Consent of Manager of said limited liability company, an original of which is attached hereto (**"Transferee"**)

Chelsy Richard Napoleon  
CLERK OF CIVIL DISTRICT COURT  
INST #: 2021-17165 04/21/2021 02:17:24 PM  
TYPE: S 28 Pg(5)  
CIN# : 691767

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, and without any rights of substitution or subrogation pertaining to any actions of warranty Transferor has or may have against 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:

Two certain lots of ground, together with all the buildings and improvements thereon, situated in the Second District of this City, in Square No. 37, bounded by Chartres, Conti, Bienville Streets and Exchange Alley.

One of the lots is designated by the No. 6 ("Lot No. 6") on the Assessment Rolls of the City of New Orleans and measures approximately twenty-six feet, one inch (26'1") front on Chartres Street by a depth of approximately ninety-six feet, six inches (96'6").

And the other lot is designated by the No. 21 ("Lot No. 21") and measures twenty-six feet, one inch (26'1") front on Exchange Alley by a depth of fifty-two feet, eleven inches, five lines (52'11"5"); said lots adjoin each other in the rear.

The improvements bear the Municipal Nos. 317-319 Chartres Street and 316-318 Exchange Alley.

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**"). It is expressly understood and agreed that the references to the Permitted Encumbrances shall not constitute an acknowledgment, ratification, extension or re-creation of any of the Permitted Encumbrances, nor shall any such reference constitute an admission or acknowledgment by either party of the validity or enforceability of any of the Permitted Encumbrances.

TO HAVE AND TO HOLD the above-described Property unto Transferee, its successors and assigns forever.

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 and releases Transferor from any and all claims, 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.

Transferee further waives and releases Transferor from any and all 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.

H. N. T. N

TRANSFEE'S INITIALS

Nothing in the foregoing waiver or this Act of Sale shall be deemed to establish or create any vendors' lien or privilege, resolatory condition, stipulation pour autrui or any other right 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.

This Act of Sale is made and accepted for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged by Transferor, who hereby grants full acquittance and discharge therefor. This sale is made and accepted for adequate and sufficient consideration, recitation of which is omitted at the request of Transferor and Transferee. Transferor hereby acknowledges receipt of the full consideration which the Transferee has well and truly paid, and Transferor hereby waives any resolatory condition and any right to rescind based upon inadequate consideration.

All state and parish taxes assessed against the Property up to and including such taxes due and eligible for the year 2021 have been paid by Transferor. Transferee and Transferor acknowledge that the 2021 taxes respecting the Property have been prorated between Transferee and Transferor. Transferee hereby assumes payment of any and all taxes respecting the Property for the year 2022 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:

D.A.A. HOLDINGS, LLC  
 Thu Nguyen, Manager  
 2140 Manhattan Boulevard  
 Harvey, Louisiana 70058

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.

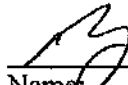
This Act of Sale may be executed in counterparts, which counterparts shall together constitute one act if signed by both Transferor and Transferee.

**AND NOW TO THESE PRESENTS, PERSONALLY COMES AND INTERVENES, SA MINTZ, LLC**, a Louisiana limited liability company (EIN XX-XXXX 73 94) ("**SA Mintz**"), having an address at c/o Morris F. Mintz, 123 Walnut Street, Unit 605, New Orleans, LA 70118, represented herein by and appearing through Morris F. Mintz, its Manager, duly authorized hereto pursuant to a written consent of said limited liability company, an original of which is attached hereto, who declares that it does by these presents grant, bargain, sell, convey, transfer, assign, set over, quitclaim, abandon and deliver, without any warranty whatsoever of any nature or description unto Transferee, any and all title or interest it may have in the Property including any interest in the Property acquired in the Act of Quitclaim Deed dated May 23, 2011, recorded in CIN 495322, Orleans Parish, Louisiana or the Act of Quitclaim Deed dated May 23, 2011, recorded in CIN 495323, Orleans Parish, Louisiana.

*[Signature Pages Follow]*

THUS DONE AND PASSED by Transferor in the Parish of Orleans, State of Louisiana on April 17, 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.

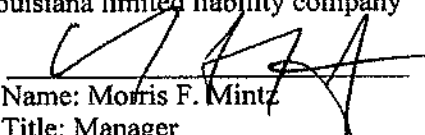
WITNESSES:  
(As to all signatures)

  
Name: Mark Mintz

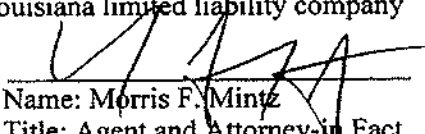
  
Name: Jeffrey P. Good

TRANSFEROR:

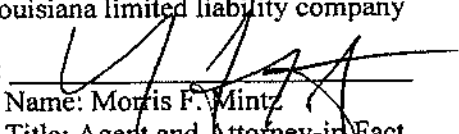
**MOGO, LLC,**  
a Louisiana limited liability company

By:   
Name: Morris F. Mintz  
Title: Manager

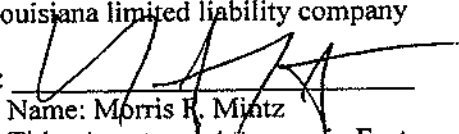
**AVVENTURA, LLC,**  
a Louisiana limited liability company

By:   
Name: Morris F. Mintz  
Title: Agent and Attorney-in Fact

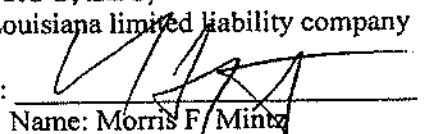
**PAMILAZ, L.L.C.,**  
a Louisiana limited liability company

By:   
Name: Morris F. Mintz  
Title: Agent and Attorney-in Fact

**GSH NEW ORLEANS, LLC,**  
a Louisiana limited liability company

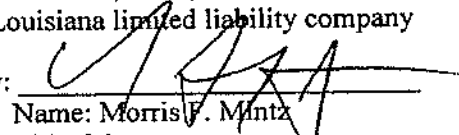
By:   
Name: Morris F. Mintz  
Title: Agent and Attorney-in Fact


**ETROG, LLC,**  
a Louisiana limited liability company

By:   
Name: Morris F. Mintz  
Title: Agent and Attorney-in Fact

INTERVENOR:

**SA MINTZ, LLC,**  
a Louisiana limited liability company

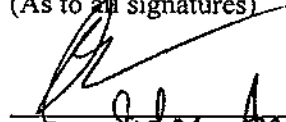
By:   
Name: Morris F. Mintz  
Title: Manager

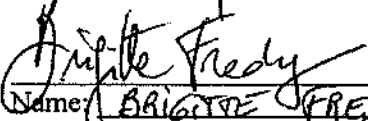
  
NOTARY PUBLIC  
Name: Jeffrey P. Good  
Bar No. 33155  
My Commission is For Life

**THUS DONE AND PASSED** by Transferee in the Parish of Orleans, State of Louisiana on April 20, 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:**

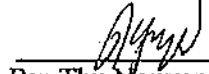
(As to all signatures)

  
Name: Sydney Anderson

  
Name: BRIGITTE FREDY

**TRANSFEREE:**

D.A.A. HOLDINGS, LLC  
A Louisiana limited liability company

  
By: Thu Nguyen  
Title: Manager

  
NOTARY PUBLIC

Name: Katherine L. Winters  
La. Bar No. 28275  
My Commission Expires: with life

Title Ins. Prod.: WINTERS TITLE AGENCY, INC  
Address: 700 DUBLIN STREET  
NEW ORLEANS, LA 70118  
Prod. Lic. No.: 160805  
Title Ins. Underwriter: FIRST AMERICAN TITLE INSURANCE COMPANY OF LOUISIANA  
Title Opinion by: Michael E. Winters  
LA Bar Roll No.: 13608  
Proud Member of LA Land Title Association

**WRITTEN CONSENT OF THE MEMBERS  
OF  
MOGO, LLC  
April 17, 2021**

The undersigned, being the members of **MOGO, LLC**, a Louisiana limited liability company (the "**Company**"), do hereby adopt by written consent the following resolutions:

**WHEREAS**, the Company and other owners of the Property (as hereinafter defined), as sellers (collectively, "**Seller**"), and **THU NGUYEN** and **HOA NGUYEN**, as purchasers (collectively and/or their assignee **D.A.A. HOLDINGS, LLC**, "**Purchaser**"), entered into that certain Louisiana Residential Agreement to Buy or Sell, dated March 12, 2021 as amended by Counter Offer dated March 17 and 18, 2021 (the "**Purchase Agreement**"), pursuant to which Seller agreed to convey to Purchaser certain immovable property owned by Seller that is known as 319 Chartres Street and 318 Exchange Place, Lots 6 and 21, Square 37 in the Second Municipal District of the City of New Orleans, Louisiana and identified as follows (collectively the "**Property**"):

Two certain lots of ground, together with all the building and improvements thereon, situated in the second District of this City, in Square No. 37, bound by Chartres, Conti, Bienville Streets and Exchange Alley.

One of the lots is designated by the No. 6 ("Lot No. 6") on the Assessment Rolls of the City of New Orleans and measures approximately twenty-six feet, one inch (26'1") front on Chartres Street by a depth of approximately ninety-six feet, six inches (96'6").

And the other lot is designated by the No. 21 ("Lot No. 21") and measures twenty-six feet, once inch (26'1") front on Exchange Alley by a depth of fifty-two feet, eleven inches, five lines (52'11"5"): said lots adjoin each other in the rear.

The improvements bear the Municipal Nos. 317-319 Chartres Street and 316-318 Exchange Alley.

**WHEREAS**, to consummate the foregoing transactions contemplated by the Purchase Agreement, the Company desires to execute an Act of Cash Sale (the "**Act of Sale**"), to convey all of the Company's right, title and interest in and to the Property to Purchaser and/or its permitted assigns.

**NOW, THEREFORE, BE IT RESOLVED**, that the Company is hereby authorized to convey to Purchaser any and all of the Company's right, title and interest in and to the Property pursuant to the Act of Sale; and

**BE IT FURTHER RESOLVED**, that **MORRIS F. MINTZ**, acting alone in his capacity as manager of the Company (the "**Authorized Representative**"), is hereby individually authorized and empowered in the name and on behalf of the Company to execute and deliver to Purchaser the Act of Sale, upon such terms and conditions as contemplated by the Purchase



Agreement and with such changes that the Authorized Representative determines to be appropriate or necessary; and

**BE IT FURTHER RESOLVED**, that the Authorized Representative, acting alone, be, and hereby is, authorized and empowered in the name and on behalf of the Company to execute and deliver, or cause to be executed and delivered, in connection with and furtherance of the Act of Sale, any and all settlement statements (with prorations and adjustments to the purchase price as needed), affidavits, certificates and any other documents, instruments, or related agreements, including, without limitation, any amendments, supplements or modifications thereto (collectively with the Purchase Agreement, the Act of Sale, the "**Sale Documents**"), and to do any and all other acts, as the Authorized Representative, acting alone, may deem necessary or appropriate to evidence and effectuate the transactions contemplated by the foregoing resolutions, all on such terms as the Authorized Representative shall determine; and

**BE IT FURTHER RESOLVED**, that any and all actions heretofore taken on behalf of the Company by the Authorized Representative in relation to the Sale Documents or any other document or agreement executed in connection with the Sale Documents are hereby confirmed, ratified, and approved as the acts and deeds of the Company in all respects; and

**BE IT FURTHER RESOLVED**, that the Authorized Representative is hereby authorized to certify and deliver, to any person to whom such certification and delivery may be deemed necessary or desirable in the opinion of the Authorized Representative a true copy of the foregoing resolutions; and

**BE IT FURTHER RESOLVED**, that Purchaser or any other party that the Authorized Representative delivers the foregoing resolutions, is hereby authorized to rely upon these resolutions unless and until it receives written notice of the revocation of these resolutions.

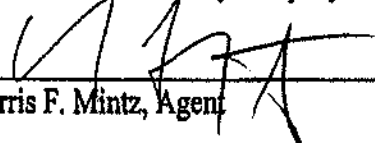
**BE IT FURTHER RESOLVED**, that this Written Consent of Members may be executed in multiple counterparts, each of which shall constitute an original and all of which, taken together, shall constitute the same instrument.

*[Signatures appear on the following page.]*

This Written Consent of Members is executed by each of the Members effective as of date set forth above.

**MEMBERS:**

ALBERT MINTZ MOGO, LLC,  
a Louisiana limited liability company

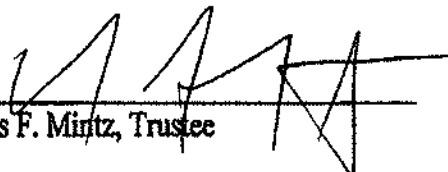
By:   
Morris F. Mintz, Agent

GEORGIA CARYN MANN TRUST

By:   
Carolyn Mintz Kaplan, Trustee

SA MINTZ, LLC,  
a Louisiana limited liability company

By:   
Morris F. Mintz, Manager

By:   
Morris F. Mintz, Trustee

MAJAR, LLC,  
a Louisiana limited liability company

By:   
Morris F. Mintz, Agent

SAUL A. MINTZ CHILDREN'S TRUST

By:   
Carolyn Mintz Kaplan, Trustee

By:   
Morris F. Mintz, Trustee

SAUL A. MINTZ CHILDREN'S  
TRUST NO. 2

By:   
Carolyn Mintz Kaplan, Trustee

By:   
Morris F. Mintz, Trustee

**WRITTEN CONSENT OF THE SOLE MEMBER  
OF  
AVVENTURA, LLC**

**April 14, 2021**

The undersigned, being the sole member of AVVENTURA, LLC, a Louisiana limited liability company (the "Company"), does hereby adopt by written consent the following resolutions:

**WHEREAS**, the Company and other owners of the Property (as hereinafter defined), as sellers (collectively, "Seller"), and THU NGUYEN and HOA NGUYEN, as purchasers (collectively, and/or their assignee D.A.A. HOLDINGS, LLC, "Purchaser"), entered into that certain Louisiana Residential Agreement to Buy or Sell, dated March 12, 2021 as amended by Counter Offer dated March 17 and 18, 2021 (the "Purchase Agreement"), pursuant to which Seller agreed to convey to Purchaser certain immovable property owned by Seller that is known as 319 Chartres Street and 318 Exchange Place, Lots 6 and 21, Square 37 in the Second Municipal District of the City of New Orleans, Louisiana and identified as follows (collectively the "Property"):

Two certain lots of ground, together with all the building and improvements thereon, situated in the second District of this City, in Square No. 37, bound by Chartres, Conti, Bienville Streets and Exchange Alley.

One of the lots is designated by the No. 6 ("Lot No. 6") on the Assessment Rolls of the City of New Orleans and measures approximately twenty-six feet, one inch (26'1") front on Chartres Street by a depth of approximately ninety-six feet, six inches (96'6").

And the other lot is designated by the No. 21 ("Lot No. 21") and measures twenty-six feet, once inch (26'1") front on Exchange Alley by a depth of fifty-two feet, eleven inches, five lines (52'11"5"); said lots adjoin each other in the rear.

The improvements bear the Municipal Nos. 317-319 Chartres Street and 316-318 Exchange Alley.

**WHEREAS**, to consummate the foregoing transactions contemplated by the Purchase Agreement, the Company desires to execute an Act of Cash Sale (the "Act of Sale"), to convey all of the Company's right, title and interest in and to the Property to Purchaser and/or its permitted assigns.

**NOW, THEREFORE, BE IT RESOLVED**, that the Company is hereby authorized to convey to Purchaser any and all of the Company's right, title and interest in and to the Property pursuant to the Act of Sale; and

**BE IT FURTHER RESOLVED**, that MORRIS F. MINTZ, acting alone in his capacity as Agent and Attorney-in-Fact for the Company (the "Authorized Representative"), is hereby individually authorized and empowered in the name and on behalf of the Company to

execute and deliver to Purchaser the Act of Sale, upon such terms and conditions as contemplated by the Purchase Agreement and with such changes that the Authorized Representative determines to be appropriate or necessary; and

**BE IT FURTHER RESOLVED**, that the Authorized Representative, acting alone, be, and hereby is, authorized and empowered in the name and on behalf of the Company to execute and deliver, or cause to be executed and delivered, in connection with and furtherance of the Act of Sale, any and all settlement statements (with proration and adjustments to the purchase price as needed), affidavits, certificates and any other documents, instruments, or related agreements, including, without limitation, any amendments, supplements or modifications thereto (collectively with the Purchase Agreement, the Act of Sale, the "**Sale Documents**"), and to do any and all other acts, as the Authorized Representative, acting alone, may deem necessary or appropriate to evidence and effectuate the transactions contemplated by the foregoing resolutions, all on such terms as the Authorized Representative shall determine; and

**BE IT FURTHER RESOLVED**, that any and all actions heretofore taken on behalf of the Company by the Authorized Representative in relation to the Sale Documents or any other document or agreement executed in connection with the Sale Documents are hereby confirmed, ratified, and approved as the acts and deeds of the Company in all respects; and

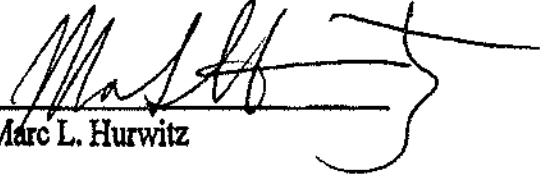
**BE IT FURTHER RESOLVED**, that the Authorized Representative is hereby authorized to certify and deliver, to any person to whom such certification and delivery may be deemed necessary or desirable in the opinion of the Authorized Representative a true copy of the foregoing resolutions; and

**BE IT FURTHER RESOLVED**, that Purchaser or any other party that the Authorized Representative delivers the foregoing resolutions, is hereby authorized to rely upon these resolutions unless and until it receives written notice of the revocation of these resolutions.

*[Signatures appear on the following page.]*

This Written Consent of the Sole Member is executed by the sole member effective as of the date set forth above.

**Sole Member:**

By:   
\_\_\_\_\_  
Marc L. Hurwitz

**WRITTEN CONSENT OF THE SOLE MEMBER  
OF  
PAMILAZ, L.L.C.  
APRIL 13, 2021**

The undersigned, being the sole member of PAMILAZ, L.L.C., a Louisiana limited liability company (the "**Company**"), does hereby adopt by written consent the following resolutions:

**WHEREAS**, the Company and other owners of the Property (as hereinafter defined), as sellers (collectively, "**Seller**"), and THU NGUYEN and HOA NGUYEN, as purchasers (collectively, and/or their assignee D.A.A. HOLDINGS, LLC, "**Purchaser**"), entered into that certain Louisiana Residential Agreement to Buy or Sell, dated March 12, 2021 as amended by Counter Offer dated March 17 and 18, 2021 (the "**Purchase Agreement**"), pursuant to which Seller agreed to convey to Purchaser certain immovable property owned by Seller that is known as 319 Chartres Street and 318 Exchange Place, Lots 6 and 21, Square 37 in the Second Municipal District of the City of New Orleans, Louisiana and identified as follows (collectively the "**Property**"):

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One of the lots is designated by the No. 6 ("Lot No. 6") on the Assessment Rolls of the City of New Orleans and measures approximately twenty-six feet, one inch (26'1") front on Chartres Street by a depth of approximately ninety-six feet, six inches (96'6").

And the other lot is designated by the No. 21 ("Lot No. 21") and measures twenty-six feet, once inch (26'1") front on Exchange Alley by a depth of fifty-two feet, eleven inches, five lines (52'11"5"); said lots adjoin each other in the rear.

The improvements bear the Municipal Nos. 317-319 Chartres Street and 316-318 Exchange Alley.

**WHEREAS**, to consummate the foregoing transactions contemplated by the Purchase Agreement, the Company desires to execute an Act of Cash Sale (the "**Act of Sale**"), to convey all of the Company's right, title and interest in and to the Property to Purchaser and/or its permitted assigns.

**NOW, THEREFORE, BE IT RESOLVED**, that the Company is hereby authorized to convey to Purchaser any and all of the Company's right, title and interest in and to the Property pursuant to the Act of Sale; and

**BE IT FURTHER RESOLVED**, that MORRIS F. MINTZ, acting alone in his capacity as Agent and Attorney-in-Fact for the Company (the "**Authorized Representative**"), is hereby individually authorized and empowered in the name and on behalf of the Company to execute and deliver to Purchaser the Act of Sale, upon such terms and conditions as

contemplated by the Purchase Agreement and with such changes that the Authorized Representative determines to be appropriate or necessary; and

**BE IT FURTHER RESOLVED**, that the Authorized Representative, acting alone, be, and hereby is, authorized and empowered in the name and on behalf of the Company to execute and deliver, or cause to be executed and delivered, in connection with and furtherance of the Act of Sale, any and all settlement statements (with prorations and adjustments to the purchase price as needed), affidavits, certificates and any other documents, instruments, or related agreements, including, without limitation, any amendments, supplements or modifications thereto (collectively with the Purchase Agreement, the Act of Sale, the "**Sale Documents**"), and to do any and all other acts, as the Authorized Representative, acting alone, may deem necessary or appropriate to evidence and effectuate the transactions contemplated by the foregoing resolutions, all on such terms as the Authorized Representative shall determine; and

**BE IT FURTHER RESOLVED**, that any and all actions heretofore taken on behalf of the Company by the Authorized Representative in relation to the Sale Documents or any other document or agreement executed in connection with the Sale Documents are hereby confirmed, ratified, and approved as the acts and deeds of the Company in all respects; and

**BE IT FURTHER RESOLVED**, that the Authorized Representative is hereby authorized to certify and deliver, to any person to whom such certification and delivery may be deemed necessary or desirable in the opinion of the Authorized Representative a true copy of the foregoing resolutions; and

**BE IT FURTHER RESOLVED**, that Purchaser or any other party that the Authorized Representative delivers the foregoing resolutions, is hereby authorized to rely upon these resolutions unless and until it receives written notice of the revocation of these resolutions.

*[Signatures appear on the following page.]*

This Written Consent of the Sole Member is executed by the sole member effective as of the date set forth above.

**Sole Member:**

By: Pamela Lazaroff  
Pamela Lazaroff



**WRITTEN CONSENT OF THE SOLE MEMBER  
OF  
GSH NEW ORLEANS, LLC**

**APRIL 14, 2021**

The undersigned, being the sole member of GSH NEW ORLEANS, LLC, a Louisiana limited liability company (the "Company"), does hereby adopt by written consent the following resolutions:

**WHEREAS**, the Company and other owners of the Property (as hereinafter defined), as sellers (collectively, "Seller"), and THU NGUYEN and HOA NGUYEN, as purchasers (collectively, and/or their assignee D.A.A. HOLDINGS, LLC, "Purchaser"), entered into that certain Louisiana Residential Agreement to Buy or Sell, dated March 12, 2021 as amended by Counter Offer dated March 17 and 18, 2021 (the "Purchase Agreement"), pursuant to which Seller agreed to convey to Purchaser certain immovable property owned by Seller that is known as 319 Chartres Street and 318 Exchange Place, Lots 6 and 21, Square 37 in the Second Municipal District of the City of New Orleans, Louisiana and identified as follows (collectively the "Property"):

Two certain lots of ground, together with all the building and improvements thereon, situated in the second District of this City, in Square No. 37, bound by Chartres, Conti, Bienville Streets and Exchange Alley.

One of the lots is designated by the No. 6 ("Lot No. 6") on the Assessment Rolls of the City of New Orleans and measures approximately twenty-six feet, one inch (26'1") front on Chartres Street by a depth of approximately ninety-six feet, six inches (96'6").

And the other lot is designated by the No. 21 ("Lot No. 21") and measures twenty-six feet, once inch (26'1") front on Exchange Alley by a depth of fifty-two feet, eleven inches, five lines (52'11"5"): said lots adjoin each other in the rear.

The improvements bear the Municipal Nos. 317-319 Chartres Street and 316-318 Exchange Alley.

**WHEREAS**, to consummate the foregoing transactions contemplated by the Purchase Agreement, the Company desires to execute an Act of Cash Sale (the "Act of Sale"), to convey any and all of the Company's right, title and interest in and to the Property to Purchaser and/or its permitted assigns.

**NOW, THEREFORE, BE IT RESOLVED**, that the Company is hereby authorized to convey to Purchaser all of the Company's right, title and interest in and to the Property pursuant to the Act of Sale; and

**BE IT FURTHER RESOLVED**, that MORRIS F. MINTZ, acting alone in his capacity as Agent and Attorney-in-Fact for the Company (the "Authorized Representative"), is hereby individually authorized and empowered in the name and on behalf of the Company to

execute and deliver to Purchaser the Act of Sale, upon such terms and conditions as contemplated by the Purchase Agreement and with such changes that the Authorized Representative determines to be appropriate or necessary; and

**BE IT FURTHER RESOLVED**, that the Authorized Representative, acting alone, be, and hereby is, authorized and empowered in the name and on behalf of the Company to execute and deliver, or cause to be executed and delivered, in connection with and furtherance of the Act of Sale, any and all settlement statements (with prorations and adjustments to the purchase price as needed), affidavits, certificates and any other documents, instruments, or related agreements, including, without limitation, any amendments, supplements or modifications thereto (collectively with the Purchase Agreement, the Act of Sale, the "Sale Documents"), and to do any and all other acts, as the Authorized Representative, acting alone, may deem necessary or appropriate to evidence and effectuate the transactions contemplated by the foregoing resolutions, all on such terms as the Authorized Representative shall determine; and

**BE IT FURTHER RESOLVED**, that any and all actions heretofore taken on behalf of the Company by the Authorized Representative in relation to the Sale Documents or any other document or agreement executed in connection with the Sale Documents are hereby confirmed, ratified, and approved as the acts and deeds of the Company in all respects; and

**BE IT FURTHER RESOLVED**, that the Authorized Representative is hereby authorized to certify and deliver, to any person to whom such certification and delivery may be deemed necessary or desirable in the opinion of the Authorized Representative a true copy of the foregoing resolutions; and

**BE IT FURTHER RESOLVED**, that Purchaser or any other party that the Authorized Representative delivers the foregoing resolutions, is hereby authorized to rely upon these resolutions unless and until it receives written notice of the revocation of these resolutions.

**BE IT FURTHER RESOLVED**, that this Written Consent of the Sole Member may be executed in multiple counterparts, each of which shall constitute an original and all of which, taken together, shall constitute the same instrument.

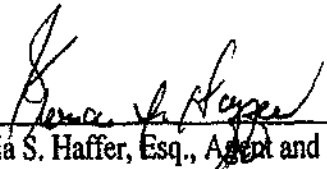
*[Signatures appear on the following page.]*

This Written Consent of the Sole Member is executed by the sole member effective as of the date set forth above.

**Sole Member:**

Geraldine Schottenstein Hoffman a/k/a  
Geraldine Schottenstein

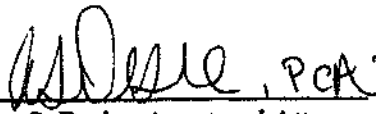
By: \_\_\_\_\_  
Ann S. Deshe, Agent and Attorney-in-Fact

By:   
Gloria S. Haffer, Esq., Agent and Attorney-in-Fact

This Written Consent of the Sole Member is executed by the sole member effective as of the date set forth above.

**Sole Member:**

Geraldine Schottenstein Hoffman a/k/a  
Geraldine Schottenstein

By: , PCA  
Ann S. Deshe, Agent and Attorney-in-Fact

By: \_\_\_\_\_  
Gloria S. Haffer, Esq., Agent and  
Attorney-in-Fact

**WRITTEN CONSENT OF THE SOLE MEMBER  
OF  
ETROG, LLC**

**APRIL 14, 2021**

The undersigned, being the sole member of **ETROG, LLC**, a Louisiana limited liability company (the "**Company**"), does hereby adopt by written consent the following resolutions:

**WHEREAS**, the Company and other owners of the Property (as hereinafter defined), as sellers (collectively, "**Seller**"), and **THU NGUYEN** and **HOA NGUYEN**, as purchasers (collectively, and/or their assignee **D.A.A. HOLDINGS, LLC**, "**Purchaser**"), entered into that certain Louisiana Residential Agreement to Buy or Sell, dated March 12, 2021 as amended by Counter Offer dated March 17 and 18, 2021 (the "**Purchase Agreement**"), pursuant to which Seller agreed to convey to Purchaser certain immovable property owned by Seller that is known as 319 Chartres Street and 318 Exchange Place, Lots 6 and 21, Square 37 in the Second Municipal District of the City of New Orleans, Louisiana and identified as follows (collectively the "**Property**"):

Two certain lots of ground, together with all the building and improvements thereon, situated in the second District of this City, in Square No. 37, bound by Chartres, Conti, Bienville Streets and Exchange Alley.

One of the lots is designated by the No. 6 ("Lot No. 6") on the Assessment Rolls of the City of New Orleans and measures approximately twenty-six feet, one inch (26'1") front on Chartres Street by a depth of approximately ninety-six feet, six inches (96'6").

And the other lot is designated by the No. 21 ("Lot No. 21") and measures twenty-six feet, once inch (26'1") front on Exchange Alley by a depth of fifty-two feet, eleven inches, five lines (52'11"5"): said lots adjoin each other in the rear.

The improvements bear the Municipal Nos. 317-319 Chartres Street and 316-318 Exchange Alley.

**WHEREAS**, to consummate the foregoing transactions contemplated by the Purchase Agreement, the Company desires to execute an Act of Cash Sale (the "**Act of Sale**"), to convey all of the Company's right, title and interest in and to the Property to Purchaser and/or its permitted assigns.

**NOW, THEREFORE, BE IT RESOLVED**, that the Company is hereby authorized to convey to Purchaser any and all of the Company's right, title and interest in and to the Property pursuant to the Act of Sale; and

**BE IT FURTHER RESOLVED**, that **MORRIS F. MINTZ**, acting alone in his capacity as Agent and Attorney-in-Fact for the Company (the "**Authorized Representative**"), is hereby individually authorized and empowered in the name and on behalf of the Company to execute and deliver to Purchaser the Act of Sale, upon such terms and conditions as

contemplated by the Purchase Agreement and with such changes that the Authorized Representative determines to be appropriate or necessary; and

**BE IT FURTHER RESOLVED**, that the Authorized Representative, acting alone, be, and hereby is, authorized and empowered in the name and on behalf of the Company to execute and deliver, or cause to be executed and delivered, in connection with and furtherance of the Act of Sale, any and all settlement statements (with prorations and adjustments to the purchase price as needed), affidavits, certificates and any other documents, instruments, or related agreements, including, without limitation, any amendments, supplements or modifications thereto (collectively with the Purchase Agreement, the Act of Sale, the "**Sale Documents**"), and to do any and all other acts, as the Authorized Representative, acting alone, may deem necessary or appropriate to evidence and effectuate the transactions contemplated by the foregoing resolutions, all on such terms as the Authorized Representative shall determine; and

**BE IT FURTHER RESOLVED**, that any and all actions heretofore taken on behalf of the Company by the Authorized Representative in relation to the Sale Documents or any other document or agreement executed in connection with the Sale Documents are hereby confirmed, ratified, and approved as the acts and deeds of the Company in all respects; and

**BE IT FURTHER RESOLVED**, that the Authorized Representative is hereby authorized to certify and deliver, to any person to whom such certification and delivery may be deemed necessary or desirable in the opinion of the Authorized Representative a true copy of the foregoing resolutions; and

**BE IT FURTHER RESOLVED**, that Purchaser or any other party that the Authorized Representative delivers the foregoing resolutions, is hereby authorized to rely upon these resolutions unless and until it receives written notice of the revocation of these resolutions.

*[Signatures appear on the following page.]*

This Written Consent of the Sole Member is executed by the Trustee of the sole member effective as of the date set forth above.

**Sole Member:**

Hurwitz Children Irrevocable Trust

By:  \_\_\_\_\_  
Jay Schottenstein, Trustee

**UNANIMOUS WRITTEN CONSENT OF MANAGER AND MEMBER  
OF  
SA MINTZ, LLC**

**APRIL 14, 2021**

The undersigned, being a manager and the sole member of SA MINTZ, LLC, a Louisiana limited liability company (the "Company"), do hereby adopt by written consent the following resolutions:

**WHEREAS**, the Company and other owners of the Property (as hereinafter defined), as sellers (collectively, "Seller"), and THU NGUYEN and HOA NGUYEN, as purchasers (collectively, and/or their assignee D.A.A. HOLDINGS, LLC, "Purchaser"), entered into that certain Louisiana Residential Agreement to Buy or Sell, dated March 12, 2021 as amended by Counter Offer dated March 17 and 18, 2021 (the "Purchase Agreement"), pursuant to which Seller agreed to convey to Purchaser certain immovable property owned by Seller that is known as 319 Chartres Street and 318 Exchange Place, Lots 6 and 21, Square 37 in the Second Municipal District of the City of New Orleans, Louisiana and identified as follows (collectively the "Property"):

Two certain lots of ground, together with all the building and improvements thereon, situated in the second District of this City, in Square No. 37, bound by Chartres, Conti, Bienville Streets and Exchange Alley.

One of the lots is designated by the No. 6 ("Lot No. 6") on the Assessment Rolls of the City of New Orleans and measures approximately twenty-six feet, one inch (26'1") front on Chartres Street by a depth of approximately ninety-six feet, six inches (96'6").

And the other lot is designated by the No. 21 ("Lot No. 21") and measures twenty-six feet, once inch (26'1") front on Exchange Alley by a depth of fifty-two feet, eleven inches, five lines (52'11"5"): said lots adjoin each other in the rear.

The improvements bear the Municipal Nos. 317-319 Chartres Street and 316-318 Exchange Alley.

**WHEREAS**, to consummate the foregoing transactions contemplated by the Purchase Agreement, the Company desires to concur in and execute an Act of Cash Sale (the "Act of Sale") in order to convey and quitclaim all right, title and interest of the Company in and to the Property to Purchaser and/or its permitted assigns.

**NOW, THEREFORE, BE IT RESOLVED**, that the Company is hereby authorized to convey to Purchaser any and all of the Company's right, title and interest in and to the Property pursuant to the Act of Sale; and

**BE IT FURTHER RESOLVED**, that MORRIS F. MINTZ, acting alone in his capacity as manager for the Company (the "Authorized Representative"), is hereby individually authorized and empowered in the name and on behalf of the Company to execute



and deliver to Purchaser the Act of Sale, upon such terms and conditions as contemplated by the Purchase Agreement and with such changes that the Authorized Representative determines to be appropriate or necessary; and

**BE IT FURTHER RESOLVED**, that the Authorized Representative be, and hereby is, authorized and empowered in the name and on behalf of the Company to execute and deliver, or cause to be executed and delivered, in connection with and furtherance of the Act of Sale, any and all settlement statements (with prorations and adjustments to the purchase price as needed), affidavits, certificates and any other documents, instruments, or related agreements, including, without limitation, any amendments, supplements or modifications thereto (collectively with the Purchase Agreement, the Act of Sale, the "**Sale Documents**"), and to do any and all other acts, as the Authorized Representative may deem necessary or appropriate to evidence and effectuate the transactions contemplated by the foregoing resolutions, all on such terms as the Authorized Representative shall determine; and

**BE IT FURTHER RESOLVED**, that any and all actions heretofore taken on behalf of the Company by the Authorized Representative in relation to the Sale Documents or any other document or agreement executed in connection with the Sale Documents are hereby confirmed, ratified, and approved as the acts and deeds of the Company in all respects; and

**BE IT FURTHER RESOLVED**, that the Authorized Representative is hereby authorized to certify and deliver, to any person to whom such certification and delivery may be deemed necessary or desirable in the opinion of the Authorized Representative a true copy of the foregoing resolutions; and

**BE IT FURTHER RESOLVED**, that Purchaser or any other party that the Authorized Representative delivers the foregoing resolutions, is hereby authorized to rely upon these resolutions unless and until it receives written notice of the revocation of these resolutions.

**BE IT FURTHER RESOLVED**, that this Unanimous Written Consent of Manager and Member may be executed in multiple counterparts, each of which shall constitute an original and all of which, taken together, shall constitute the same instrument.

*[Signatures appear on the following page.]*

This Unanimous Written Consent of Manager and Member is executed by a Manager and the Member effective as of date set forth above.

**MANAGER:**

  
\_\_\_\_\_  
MORRIS MINTZ

**MEMBER:**

**JEAN STRAUSS MINTZ  
REVOCABLE LIVING TRUST**

By:   
\_\_\_\_\_  
MORRIS MINTZ, TRUSTEE

By:   
\_\_\_\_\_  
CAROLYN MINTZ KAPLAN, TRUSTEE

WTC 21-03076

**CONSENT OF THE MANAGER**  
**OF**  
**D.A.A. HOLDINGS, LLC**

The undersigned being the sole Manager of D.A.A. HOLDINGS, LLC, a Louisiana limited liability company (the "Company") and acting as the sole Manager pursuant to Section 1318 of the Louisiana Limited Liability Company Law, La. R.S. 12:1301, et seq., does hereby adopt the following resolutions and consents to the following actions, *to wit*:

RESOLVED, that the Company does hereby authorize, empower and direct THU NGUYEN to purchase on behalf of the Company the immovable property and improvements more particularly described on Exhibit "A", attached hereto and made hereof, for the price and sum of Two Million Dollars (\$2,000,000.00), on such terms and conditions as THU NGUYEN, Manager, in his sole and absolute discretion, may deem necessary or appropriate, and in connection therewith execute any and all acts, certificates, agreements, purchase agreements, assignments, settlement statements, closing disclosures, Acts of Sale, and/or any other documents related to the sale, transfer and conveyance of such immovable property and improvements and all other acts as necessarily required to effectuate the purpose of the foregoing resolution having such terms and conditions as THU NGUYEN deems appropriate in his sole discretion; and be it

FURTHER RESOLVED that THU NGUYEN is authorized, empowered and directed, for and on behalf of this Company, to enter into and execute any and all loan agreements, promissory notes, mortgages, security agreements, instruments, agreements, stipulations or other documents on and containing such terms and conditions, including, without limitation, a mortgage containing the usual and customary Louisiana security clauses, such as confession of judgment, the granting of the right to executory process, waiver of appraisal, and the pact de non alienando, to evidence and secure the mortgage and other financing for the purchase of Property and the operation, maintenance, use, repair, renovation and rehabilitation thereof, and to do all other things which he, in his sole and absolute discretion, deems necessary and appropriate in order to carry out the intent and purpose of the resolution; and be it

FURTHER RESOLVED, that all acts heretofore taken by THU NGUYEN in connection with or in furtherance of these resolutions shall be, and are authorized, ratified, confirmed and approved in all respects as the acts and deeds of the Company; and be it

FURTHER RESOLVED, the undersigned confirms and warrants the accuracy of the above information, and the power and authority of THU NGUYEN as provided herein has not been limited, restricted or abrogated in any way by an action of the Company.

Thus done and signed on this 20<sup>th</sup> day of April, 2021

D.A.A. HOLDINGS, LLC


  
By: Thu Nguyen, Manager

EXHIBIT A

TWO CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon, situated in the Second District of the City of New Orleans, in Square No. 37, bounded by Chartres, Conti, Bienville Streets and Exchange Alley.

One of the lots is designated by the No. 6 ("Lot No. 6") on the Assessment Rolls of the City of New Orleans, and measures twenty-six feet, one inch (26' 1") front on Chartres Street by a depth of ninety-six feet, six inches (96' 6").

And the other lot is designated by the No. 21 ("Lot No. 21") and measures twenty-six feet, one inch (26' 1") front on Exchange Alley by a depth of fifty-two feet, eleven inches, five lines (52' 11" 5"); said lots adjoin each other in the rear.

The improvements thereon bear the Municipal Nos. 317-19 Chartres Street and 316-318 Exchange Alley, New Orleans, Louisiana.

1340 Poydras Street, 4th Floor  
New Orleans, Louisiana 70112



Land Records Division  
Telephone (504) 407-0005

**Chelsey Richard Napoleon**  
**Clerk of Court and Ex-Officio Recorder**  
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2021-17165

Recording Date: 4/21/2021 02:17:24 PM

Document Type: SALE

Addl Titles Doc Types:

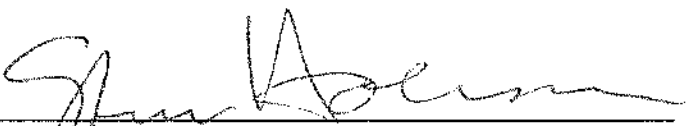
Conveyance Instrument Number: 691767

Filed by: WINTERS TITLE, RICK STONE  
700 DUBLIN ST

NEW ORLEANS, LA 70118

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND  
SHOULD BE RETAINED WITH ANY COPIES.



  
Steven Hoerner, Deputy Clerk  
A True and Correct Copy  
Chelsey Richard Napoleon, Clerk, Civil District Court