

**CONTRACT FOR THE PURCHASE
AND SALE OF REAL PROPERTY**

THIS CONTRACT FOR THE PURCHASE AND SALE OF REAL PROPERTY (this "Contract") made and entered into by and between GONDOLIER PROPERTIES, LLC ("Seller"), and GH&G Florida, LLC, a Florida Limited Liability Company ("Purchaser"),

WITNESSETH: THAT

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, paid by each party to the other, the receipt and sufficiency of which are herewith acknowledged, and in consideration of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

1. Purchase and Sale. Subject to and in accordance with the terms and provisions hereof, Seller agrees to sell and Purchaser agrees to purchase that certain property being approximately 0.92 ± acres comprised of Parcel ID#: 0450030003 located at 2085 S Tamiami Trail in Venice, Florida, which real property is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Premises"); all buildings, structures, improvements, and fixtures, if any, now situated on the Premises; all right, title and interest of the Seller, including any after-acquired title or reversion, in and to the beds of the ways, roads, streets, avenues and alleys adjoining the Premises; all and singular the tenements, hereditaments, easements, appurtenances, licenses, passages, waters, water rights, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including homestead or any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversion and reversions, remainder and remainders thereof; and all alley rights, drainage rights and all other rights appertaining to the use or enjoyment of the Premises and improvements located in or upon the Premises; (all of the foregoing property being hereinafter referred to collectively as the "Property").

2. Earnest Money.

(a) Within three (3) business days following the Contract Date (as said term is hereinafter defined), Purchaser will deliver to Republic Commercial Title Company, LLC (the "Escrow Agent"), as escrow agent, the amount of Five Thousand Dollars (\$5,000.00), said sum, to be held by said Escrow Agent as earnest money (the "Earnest Money"), pursuant to the terms and provisions of this Contract and the Escrow Agreement attached as Exhibit "B" hereto.

(b) If this Contract has not been sooner terminated, then Purchaser shall deliver an additional deposit in the amount of Ten Thousand Dollars (\$10,000.00) to the Escrow Agent prior to the expiration of the Due Diligence Period, which additional deposit shall be deemed to

be a part of the Earnest Money for all purposes of this Contract from and after the date that it is delivered to the Escrow Agent. The Earnest Money deposit shall be non-refundable to Purchaser upon the expiration of the Due Diligence Period, but applicable to the Purchase Price.

3. Purchase Price. The purchase price (the "Purchase Price") for the Property, subject to all adjustment and credits hereinafter provided, shall be One Million and Twenty Thousand and 00/100 Dollars (\$1,020,000.00), to be paid by wire transfer of readily available funds at Closing inclusive of the Earnest Money paid.

4. Representations and Warranties. Seller hereby warrants and represents to Purchaser, and agrees that the following matters are now true and shall be true as of the Closing Date:

(a) That Seller has no actual knowledge without investigation or inquiry, of any notice of, any actual or threatened action, litigation or proceeding (including any condemnation or eminent domain proceedings) by any organization, person, individual, or governmental agency against either Seller or the Property, or with respect thereto, nor does Seller know of any basis for any such action;

(b) That Seller owns and will convey to Purchaser at Closing unencumbered fee simple title to the Property;

(c) That Seller has received no notice of any disputes concerning the location of the lines and corners of the Property;

(d) That Seller has received no notice of action, contemplated action, or plans: to close any public street adjoining the Premises; to terminate, modify, or change any curb cut or street opening permit, license, approval with respect to vehicular or pedestrian access between the Premises and any adjoining public street; or to erect a median or similar barrier within any public street adjoining the Premises that would restrict or limit access between the Premises and such street; or to change the zoning classification or regulations applicable to the Premises or any adjoining property;

(e) INTENTIONALLY DELETED;

(f) INTENTIONALLY DELETED;

(g) INTENTIONALLY DELETED;

(h) INTENTIONALLY DELETED;

(i) That between the Contract Date and the Closing Date, Seller will take no action to re-zone the Property; and

(j) The Seller has the authority to enter into this Contract and to perform its obligations hereunder.

5. Conditions Precedent.

(a) The obligation of Purchaser to consummate this Contract, and the purchase and sale contemplated hereby in accordance with the terms and provision of this Contract, is subject to the fulfillment and satisfaction: (i) on or prior to Closing as to the conditions described in Subparagraphs 5 (a) (1), (2), and (3); (ii) the satisfaction of the Mortgage Condition (as defined below) on or before Sixty (60) days from the Contract Date (the "Mortgage Release Period") as described in Subparagraph 5 (a) (4); and (iii) on or before One Hundred Fifty (150) days from the expiration of the Mortgage Release Condition (the "Due Diligence Period") as to the conditions described in Subparagraph 5 (a) (5); and (iv) on or before One Hundred Twenty (120) days from the expiration of the Due Diligence Period (the "Permits Period") as to the conditions described in Subparagraph 5 (a) (6), or the waiver thereof by Purchaser:

(1) Each and all agreements and covenants of Seller as provided in this Contract shall have been fully and duly performed in accordance with the terms and provisions of this Agreement;

(2) Each and all warranties and representations of Seller as contained in this Contract shall be true and correct as of Closing;

(3) During the pendency of this Contract Seller shall not change (i) the zoning of the Property, except as may be expressly contemplated by this Contract; (ii) the title to the Property; (iii) the availability of access to the Property; or (iv) the availability to the Property of sewer, water, electricity or any other utilities;

(4) Seller is aware of an existing mortgage lien that encumbers all or a portion of the Property, along with other real property of Seller (the "Existing Mortgage"), and the Existing Mortgage will require a partial release from the lender holding the Existing Mortgage in order to remove the Existing Mortgage as an encumbrance from the Property. In light of the foregoing, and notwithstanding any obligation on Seller under this Contract to cure, satisfy, or remove any lien, title encumbrance, or other title matter impacting or impairing the Property as of the Closing Date of this Contract, Seller will in good faith use commercially reasonable best efforts to secure a partial release of the Existing Mortgage (or a commitment from the lender holding the Existing Mortgage) during the Mortgage Release Period, which partial release and/or commitment shall be provided to Purchaser promptly following Seller's receipt thereof (the "Release Condition"). If the Release Condition is not satisfied prior to the expiration of the Mortgage Release Period, then this Contract will terminate and all Earnest Money shall be promptly refunded to Purchaser, and neither party to this Contract shall thereafter have any further right or claim against the other hereunder.

(5) Approval by Purchaser of the suitability and economic feasibility of the Property, the physical condition of the Property, and the Permitted Exceptions, in the Purchaser's

sole discretion, for the Purchaser's intended uses of the Property (the "Inspection Contingency"); and

(6) Receipt by Purchaser of all governmental authorizations, licenses, and permits including, without limitation, approvals to develop the necessary square footage, construction and use permits, building permits, curb cuts, driveway access or access control permits and sign permits (collectively, the "Permits") relating to the development and use of the Premises, in accordance with the Purchaser's plans as they exist from time to time, with all appeal rights having expired, or if an appeal has been filed, with the appeal having been denied without further opportunity for appeal (the "Permit Contingency").

(b) Purchaser, its agents and representatives, shall have the right to enter upon the Premises for the purpose of examining, inspecting, testing, and surveying the Premises. Purchaser shall indemnify and hold Seller harmless from any and all claims and liabilities arising out of, and shall repair any damage to the Premises arising out of, such entry or inspection of the Premises (expressly excluding any matters that are merely discovered by reason of such examination or testing), which obligations shall survive the termination of this Contract and the Closing. Seller, at Purchaser's expense, shall reasonably cooperate with Purchaser's efforts to obtain all permits, authorizations, licenses, variances and rezoning ordinances as Purchaser may desire with respect to the development or use of the Premises by, without limitation, promptly executing and delivering all applications, petitions, and consents necessary for such purposes.

(c) In the event Purchaser fails and/or refuses to give written notice to Seller of the satisfaction (or waiver) of a condition set forth above within the stipulated period set forth above for the satisfaction of such condition, or in the event Purchaser provides Seller with written notice within the stipulated period set forth above for the satisfaction of a condition that it shall be unable to satisfy such condition within such stipulated period, this Contract shall be deemed immediately terminated without the necessity of further documentation, all Earnest Money shall be promptly refunded to Purchaser so long as Purchaser is not in default of this Contract, and neither party to this Contract shall thereafter have any further right or claim against the other hereunder, except that in the event this Contract is terminated based upon the non-satisfaction or non-waiver of Subparagraphs 5 (a) (4) - (5) above, Purchaser shall pay to the Seller, upon the demand of the Seller, the sum of One Hundred Dollars (\$100.00) as additional consideration to the Seller for entering into this Contract and for providing this right of termination, and except for those matters to survive the termination of this Contract pursuant to the expressed terms of this Contract.

(d) The Purchaser may extend the Due Diligence Period for two (2) period of Thirty (30) days each by delivering an additional Three Thousand Dollar (\$3,000.00) extension deposit (the "Extension Deposit") to the Escrow Agent on or prior to then-current date for the expiration of the Due Diligence Period. Each extension deposit shall be applicable to the Purchase Price and shall be non-refundable, for all purposes of this Contract from and after the date that it is delivered to the Escrow Agent.

(e) In the event that Purchaser has not received all of the Permits by the end of the Permits Period, Purchaser may extend the Permits Period for three (3) periods of thirty (30) days with the payment of a Five Thousand Dollar (\$5,000.00) extension deposit to the Escrow Agent

on or prior to then-current date for the expiration of the Permits Period. Each extension deposit shall be applicable to the Purchase Price and shall be non-refundable, for all purposes of this Contract from and after the date that it is delivered to the Escrow Agent.

(f) On or before the expiration of the Due Diligence Period, Purchaser may, at its sole cost and expense, (i) obtain an owner's title insurance commitment for the Premises (the "Commitment") from a title insurance company designated by Purchaser (the "Title Insurer") and (ii) obtain an accurate survey (the "Survey") to be made of the Property by a land surveyor registered in the state where the Property is located of Purchaser's choice, and the legal description of the Property contained in the deed from Seller and insured by Title Insurer shall be based upon and conform to said Survey. Prior to the expiration of the Due Diligence Period, Purchaser shall notify Seller in writing of any defects in or encumbrances upon Seller's title to the Premises as set forth on the Commitment and/or any objections to the Survey (collectively, the "Objections"). In the event Purchaser notifies Seller of any such Objections within the time period required herein, Seller shall notify Purchaser within five (5) days of its receipt of Purchaser's notice as to which title defects Seller shall cure or refuse to cure ("Seller's Response"). In the event that Seller fails to deliver Seller's Response to Purchaser within such 5-day period, then Seller shall be deemed to have elected not to cure any such Objections. In the event that Seller commits to cure any such Objections, then Seller shall cure such Objections that it commits to cure in Seller's Response on or before the Closing Date. If Seller elects not to cure any such Objections (or is deemed to have elected not to cure any such Objections), Purchaser, within five (5) days of the end of five (5) day Seller's Response period, shall have the right to either (i) waive such Objections, or (ii) terminate this Contract by delivery of written notice to Seller, whereupon the Earnest Money shall be refunded to Purchaser and the parties hereto shall have no further rights or obligations hereunder, except as expressly set forth herein to survive termination of this Contract. Notwithstanding anything to the contrary contained herein, on or before the Closing Date, Seller shall be obligated to: (x) remove all liens and/or encumbrances that were caused or created by Seller and that can be removed or satisfied by the payment of money, including without limitation, any mechanic's lien, tax lien, mortgage, deed of trust, deed to secure debt or past due taxes or assessments, (y) execute an Owner's Affidavit in form and substance reasonably acceptable to the Title Company to satisfy all of the standard requirements and delete all of the standard exceptions, and (z) provide authority documents of Seller reasonably acceptable to the Title Company to satisfy all of the authority requirements set forth in the Commitment.

6. Closing.

(a) Purchaser and Seller shall consummate and close the sale contemplated by this Contract (the "Closing") on or before the thirtieth (30th) day following the expiration of the Permits Period, at a time, at a place, and on a date designated by Purchaser after the Purchaser has provided the Seller with not less than five (5) business days prior written notice, and if no such notice is provided, then at the principal place of business of the Title Company on the final day for Closing specified above (the "Closing Date"). In lieu of making a personal appearance at said place of Closing, a party may cause the documents and the proceeds to be delivered by such party at Closing to be delivered and tendered in escrow at said place for Closing at or prior to the time and date for Closing;

(b) City, state and county ad valorem taxes and special assessments for the calendar year of Closing shall be prorated between the Seller and the Purchaser as of the date of Closing, provided that if the tax bill for such calendar year has not been issued as of Closing, such proration shall be based upon the tax bill for the prior calendar year (with all applicable discounts applied) with the parties hereby agreeing following the Closing to adjust between themselves the difference between such tax bills;

(c) At Closing: Purchaser shall pay for the ALTA owner's title insurance premium including title search fees, abstracting charges, the endorsement premium for extended coverage and deletion of the survey exception. Seller shall pay the cost of recording any documents required to clear title objections and release liens and documentary stamp taxes on the deed. Purchaser shall pay the cost of recording the deed.

(d) At the Closing, Seller will deliver to Purchaser all documents reasonably necessary to fulfill its obligations herein, including but not limited to the following documents (all of which shall be duly executed and acknowledged where required and shall be in a form acceptable to Purchaser):

- (i) Special Warranty Deed, conveying good and marketable fee simple title to the Property, subject only to the Permitted Exceptions, which recorded Permitted Exceptions shall be individually listed in the Special Warranty Deed by name, deed book, and page, notwithstanding anything contained in Section 4 (b) above to the contrary;
- (ii) An Owner's Affidavit executed by the Seller containing such representations as the Title Insurer shall reasonably require;
- (iii) Such other documents as shall be reasonably required by the Title Insurer as a condition to insuring Purchaser's title to the Property, free of exceptions, except for the Permitted Exceptions;
- (iv) Reaffirmation of the truth and accuracy of Sellers representations and warranties set forth in this Contract; and
- (v) Affidavits and other documentation reasonably necessary to satisfy State and United States income tax withholding requirements, if applicable.

7. Default. In the event the purchase and sale of the Property pursuant to this Contract is not closed and consummated through default by Purchaser, then the Earnest Money shall be delivered to Seller, as the full and only liquidated damages for such default of Purchaser and as the sole remedy of Seller for any such default by Purchaser, it being acknowledged and agreed that Seller's actual damages would be difficult (if not impossible) to ascertain, and thereupon neither of the parties hereto shall have any rights, duties, obligations, or liabilities hereunder whatsoever. In the event of a default by Seller hereunder, Purchaser may terminate this Contract, receive a refund of the Earnest Money, or pursue an action against Seller for specific performance, in addition to the other remedies of Purchaser at law, in equity, or under this Contract.

The terms of this Paragraph shall survive the termination of this Contract notwithstanding anything contained in this Contract to the contrary.

8. Broker. Purchaser and Seller each warrant and represent to the other that it has had no dealings with any real estate agent or broker with reference to the Property and this Contract other than Ian Black Real Estate (“Broker”), to be paid a commission by Seller per the terms of a separate agreement between Broker and Seller. Purchaser and Seller each agrees to indemnify and hold harmless the other, including attorneys' fees and costs, arising out of its breach of the foregoing warranty and representation, which obligation shall survive Closing.

9. Notices. Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be delivered in person, or transmitted by Email, or sent by U.S. Registered or Certified Mail, Return Receipt Requested, postage prepaid, or by Federal Express, Express Mail, or other reputable overnight delivery service, to the addresses set forth below or at such other addresses as or specified by written notice delivered in accordance herewith:

SELLER: Gondolier Properties, LLC
Attn: _____

Email: _____
Phone: _____

With required copy to:
Richard Lawrence, Esq.
rlawrence@lawrenceadvisory.com

BROKER: Ian Black Real Estate
Attn: Steve Horn
1 S School Ave., Suite 600
Sarasota, FL 34237
Email: steve@ian-black.com
Phone: 941-321-1634

PURCHASER : GH&G Florida, LLC
C/O William E. Gryboski
400 River Vista Drive
Atlanta, GA 30339
Email: gryboski@bellsouth.net
Phone: 404-217-8166

Notices mailed as hereinabove provided shall be deemed effectively given on the postmarked date of such notice if mailed, on the date delivered to the reputable overnight delivery service if sent by overnight delivery, the date delivered to a commercial courier service if personal delivery is made by a commercial courier, and, otherwise, on the date actually received at the address or Email Address provided above.

10. Miscellaneous.

(a) This Contract shall be construed and interpreted under the laws of the state where the Property is located, without giving effect to principals of conflicts of law.

(b) Except as otherwise provided herein, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative and not restrictive to those given by law.

(c) The failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party of its obligations hereunder shall not constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(d) This Contract contains the entire agreement of the parties hereto with respect to the subject matter of this Contract, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This provision may not be orally waived.

(e) Subject to the Assignment Limitation (as defined below), this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

(f) No amendment to this Contract shall be binding on any of the parties to this Contract unless such amendment is in writing, and such amendment is executed by all of the parties to this Contract. This provision may not be orally waived.

(g) No waiver or consent permitted or contemplated by this Contract shall be effective or binding on any of the parties hereto unless the same is in writing and delivered and received from one party to the other.

(h) INTENTIONALLY DELETED

(i) The captions and headings of the paragraphs contained in this Contract are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraphs, or in any way affect this Contract.

(j) Time shall not be of the essence in this Contract.

(k) Possession of the Property shall be delivered by Seller, free and clear of all leases, occupants or franchise agreements.

(l) This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

(m) All representation, warranties, and agreements which are contained in this Contract shall survive the Closing for a period of one (1) year and shall not be deemed to be merged into the Special Warranty Deed or into any of the other documents executed and delivered at the time of Closing.

(n) In the event that any notice or performance date hereunder shall be required to be performed on a weekend or legal holiday, then such date shall automatically be extended to 5:00 pm ET the next regular business day.

(o) Purchaser shall have the right to assign this Contract, and its rights hereunder, in whole or in part, at any time and from time to time, to any third party or entity subject to the prior written approval of Seller, which approval shall be subject to Seller's sole discretion, and which approval shall not be required in the event that such assignee is owned or controlled in whole or in majority part by Purchaser or by a principal of Purchaser (the "Assignment Limitation"). In each instance, Purchaser shall remain fully liable under this Contract following any assignment and such assignee shall assume all obligations of Purchaser hereunder, and shall agree to execute all documents which Purchaser is obligated to execute pursuant to the terms and provisions of this Contract.

(p) The risk of loss or damage to the Property by fire or other casualty up to the Closing is assumed by the Seller.

(q) Within five (5) days of the Contract Date, the Seller shall deliver to the Purchaser copies of all surveys, title insurance policies, civil documents, test reports, and environmental assessments relating to the Property that are wholly within the Seller's possession or control.

(r) In the event of litigation to enforce the rights and obligations under the Contract, the prevailing party shall be entitled to recover against the other party the prevailing party's reasonable attorneys' fees and costs arising out of such litigation.

(s) If any paragraph, section, provision, sentence, clause, or portion of this Contract is determined to be illegal, invalid, or unenforceable, such determination shall in no way affect the legality, validity, or enforceability of any other paragraph, section, provision, sentence, clause, or portion of this Contract, and any such affected portion or provision shall be modified, amended, or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties to this Contract.

(t) If, prior to Closing, all or any portion of the Property is subject to an eminent domain proceeding or the threat of an eminent domain proceeding, Seller shall promptly provide Purchaser with written notice thereof. After receiving such notice, Purchaser shall have the option of purchasing the Property subject to such proceedings, without reduction of the Purchase Price, whereupon any awards attributable to the Property shall be paid to Purchaser, or canceling this Contract without further obligation hereunder, in which event the Earnest Money shall be returned forthwith to Purchaser notwithstanding anything contained in this Contract to the contrary.

(u) Each party acknowledges and agrees that the other party may choose to treat this transaction as part of a like-kind exchange of properties as contemplated by Section 1031 of the Internal Revenue Code (an "Exchange"). Should a party elect to engage in an Exchange, the other party agrees to cooperate reasonably with the party engaging in the Exchange to enable the Exchange to be consummated, provided, however, that the cooperating party shall not be obligated to accept title to any real estate (other than Purchaser's acceptance of title to the Property); to incur any actual or potential liability or expense in connection with the Exchange, or to delay the Closing. The party engaging in the Exchange shall not be released from any of its duties, obligations, or liabilities hereunder, and the party engaging in the Exchange hereby acknowledges and agrees that the cooperating party does not represent or warranty the effectiveness of the Exchange.

(v) The Contract Date is deemed to be the later of the dates that this Contract has been executed by both Seller and by Purchaser, which execution dates are set forth on the signature page hereof for each party.

(w) Notwithstanding anything to the contrary contained in this Contract, in the event Purchaser terminates the Contract on or prior to then current date for the expiration for the Due Diligence Period all earnest money shall be returned to the Purchaser.

11. Reciprocal Easement Agreement: Seller is the owner of certain property located adjacent to the Property consisting of approximately 10.11 acres (the "Adjacent Property"). Prior to the expiration of the Due Diligence Period, Purchaser and Seller shall cooperate with each other in good faith to finalize a reciprocal easement agreement (the "REA"), which shall be executed and recorded at Closing. The REA shall: (i) establish a reciprocal access easement over the driveways to be constructed on the Property and Adjacent Property to allow vehicular and pedestrian access over the Property, Adjacent Property, and adjacent public rights-of-way ("Access Easements"); (ii) establish a general utility easement for water mains and lines; water sprinkler system lines; telephone and data conduit, cables and systems; electrical lines, conduit, and systems; gas lines, mains, and systems; and other utility facilities necessary for the operation of the Property and Adjacent Property from time to time (the "Utility Easements"); (iii) establish stormwater drainage easements necessary for the operation of the Property and Adjacent Property ("Drainage Easements"); (iv) establish construction and slope easements over as the same are reasonably required to develop the Property and Adjacent Property ("Construction Easements", the Access Easements, Utility Easements, Drainage Easements, and Construction Easements hereinafter collectively referred to as the "Easements"); (v) establish shared maintenance obligations for the common facilities serving the Property and Adjacent Property; provided that (a) the rights granted pursuant to such Easements shall be exercised in such a manner as to not materially interfere with the existing normal operation of the Property and Adjacent Property, as applicable; (b) the location of the Easements shall not interfere with the improvements located on the property burdened by such easement; and (c) the exact location of the Easements shall be subject to the prior written consent of the owner of the property burdened by such easement which approval shall not be unreasonably conditioned, withheld, or delayed. The property burdened by any Utility Easement or Drainage Easement shall have the right to relocate such easement and related facilities at such party's sole cost and expense, provided that the party burdened by such easement obtains the other party's prior written consent, not to be unreasonably conditioned, withheld, or delays and further

provided that during any period of relocation, uninterrupted service shall be provided by the party relocating the Utility Easement and/or Drainage Easement to the party benefitted by such easement.

In the event that Purchaser and Seller agree upon the form of the REA prior to the expiration of the Due Diligence Period, then such agreement shall be memorialized in an amendment to this Contract to be promptly executed by Purchaser and Seller, which amendment shall include an exhibit containing the agreed upon form of the REA. If, however, Purchaser and Seller, after using good faith efforts, are unable to agree upon the final form of the REA prior to the expiration of the Due Diligence Period, then this Contract shall terminate, the Earnest Money shall be refunded to Purchaser, and neither party shall have any further obligations under the Contract except those that expressly survive termination.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties have hereunto set their hands and affixed their seals the day and year written above.

Seller: GONDOLIER PROPERTIES, LLC

By:  _____

Its: Chief Operating Officer

As to Seller:

July 20, 2024, 2024

PURCHASER: GH&G FLORIDA, LLC

By: WEG ENTERPRISES, INC., It's Manager

By: _____
William E. Gryboski

Its: President
(COMPANY SEAL)

As to Purchaser:

_____, 2024

EXHIBIT "A"

IN WITNESS WHEREOF, each of the parties have hereunto set their hands and affixed their seals the day and year written above.

Seller: GONDOLIER PROPERTIES, LLC

By: _____

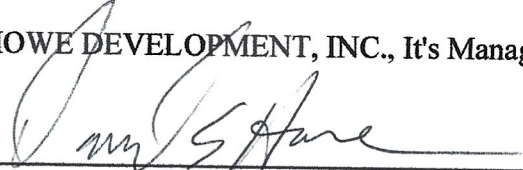
Its: _____

As to Seller:

_____, 2024

PURCHASER: GH&G FLORIDA, LLC

By: HOWE DEVELOPMENT, INC., It's Manager

By: 

Daniel S. Howe

Its: President

(COMPANY SEAL)

As to Purchaser:

7-22, 2024

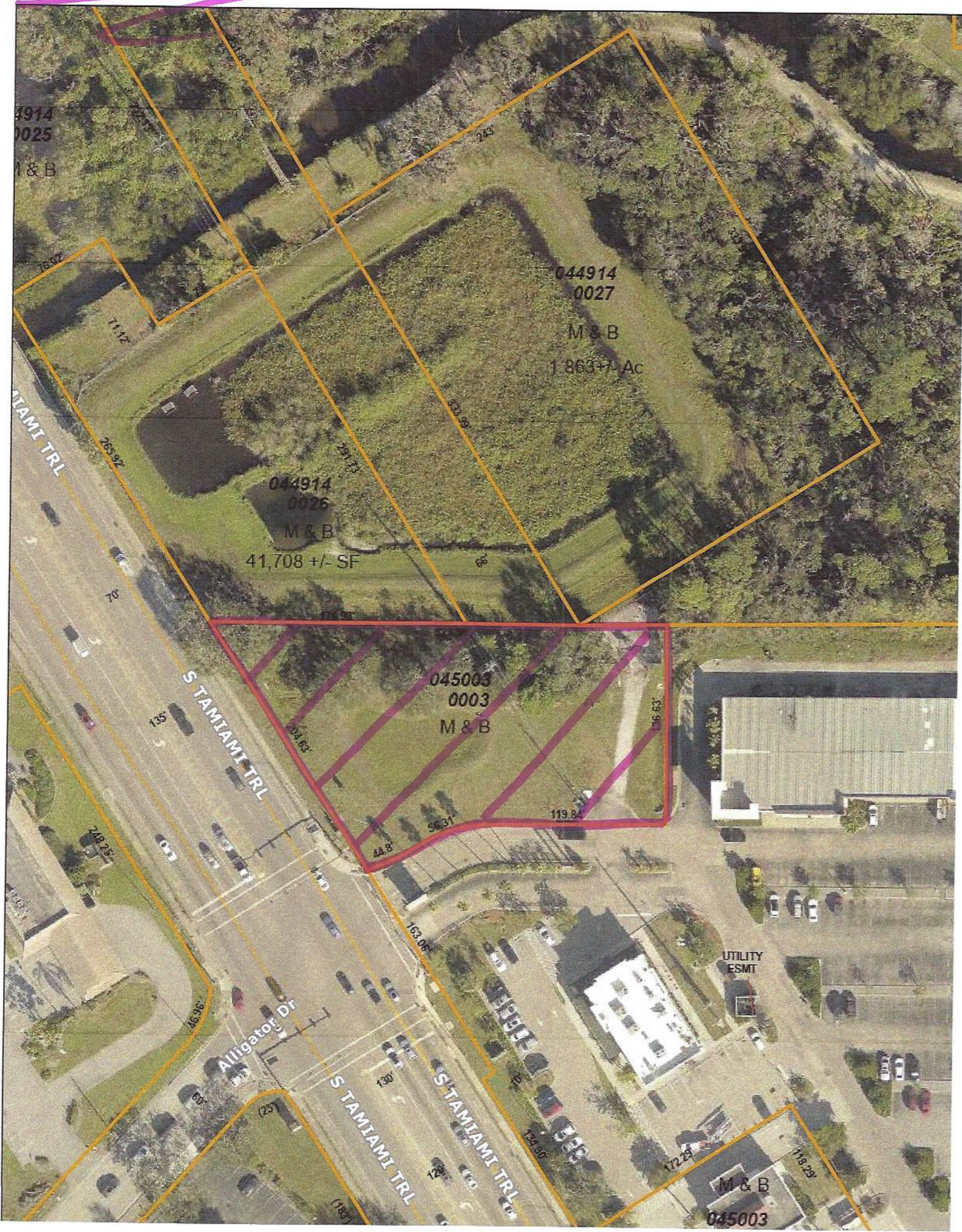
EXHIBIT "A"

INSERT CROSSHATCHED PROPERTY IMAGE

0.92 ± acres – 2085 S Tamiami Trail, Venice, FL
Parcel ID #: 0450030003

EXHIBIT "A"

Sarasota County Property Appraiser



044914
0027
M & B
1,863 +/- Ac

044914
0026
M & B
41,708 +/- SF

045003
0003
M & B

UTILITY
ESMT

M & B
045003

Exhibit "B"

ESCROW AGREEMENT

This is an ESCROW AGREEMENT, made the day and year written below, by and between: REPUBLIC COMMERCIAL TITLE COMPANY, LLC ("Escrow Agent"), and GH&G FLORIDA, LLC ("Purchaser") AND GONDOLIER PROPERTIES, LLC ("Seller").

Whereas Purchaser and Seller are parties under a certain contract for the sale of certain real property known as 0.92 ± acres located at 2085 S Tamiami Trail in Venice, FL; and

Whereas Purchaser and Seller have requested Republic Commercial Title Company, LLC to act as Escrow Agent to hold the earnest money agreed to therein (hereafter "Deposit"), in accordance with the terms and provisions of this Earnest Money Agreement.

Now, therefore, in consideration of the promises and undertakings herein made, and the proposed issuance of a title insurance policy (or policies) underwritten by Escrow Agent, it is agreed that:

1. Purchaser and Seller hereby appoint Republic Commercial Title Company, LLC as Escrow Agent, hereunder, and the Deposit is hereby delivered to Escrow Agent, who by signing below acknowledges its receipt of a wire transfer in the amount of ~~\$5,000.00~~ such receipt is made subject to Conditions of Escrow attached hereto. The Escrow Agent shall receive a fee in the amount of \$100.00 which will be for serving as Escrow Agent under this agreement and which fee shall be deducted from the Deposit when return of the Deposit is requested.
2. ESCROW AGENT SHALL HOLD FUNDS UNTIL WRITTEN RELEASE AND DISBURSEMENT INSTRUCTIONS ARE RECEIVED FROM BOTH PURCHASER AND SELLER, UNLESS THE PURCHASER SENDS TERMINATION DURING THE DUE DILIGENCE PERIOD, NO WRITTEN RELEASE WILL BE REQUIRED FROM THE SELLER TO RELEASE THE FUNDS.
3. IF INVESTMENT IS REQUESTED PLEASE CHECK HERE _____

If investment is requested, Escrow Agent is hereby authorized to and directed to invest the Deposit in the name of Borrower, by Republic Commercial Title Company, LLC as Escrow Agent as follows:

- a. Deposits will be invested in an FDIC Money Market Account at the discretion of Republic Commercial Title Company, LLC and upon receipt of Escrow Agent's Investment of Escrow Funds form, unless otherwise requested.
- b. Other types of investments will be considered upon written request directed to the Company and subject to possible additional fees payable to the Escrow Agent as negotiated.
- c. Interest shall be payable at the time the Deposit is disbursed in accordance with the terms of the Escrow Agreement and written release/disbursement instructions; and

- d. All investments will be made in the regular course of business. To be entitled to same day investment (assuming good funds are provided) the Deposit must be received by noon; otherwise, such funds will be deposited on the next business day.
- e. Escrow Agent shall have NO OBLIGATION TO INVEST the deposit unless and until a satisfactory federal tax identification number is provided to the Escrow Agent, in writing or in the space below:

FEDERAL TAX I.D. NO. _____

TAXPAYER NAME: _____

- f. The investment shall be subject to the rules, regulations, policies and procedures of said Depository.

Agreed to this _____ day of _____, 2024.

ESCROW AGENT:

SELLER: Gondolier Properties, LLC

Republic Commercial Title Company, LLC

By: _____

By: _____

Title: _____

Title: _____

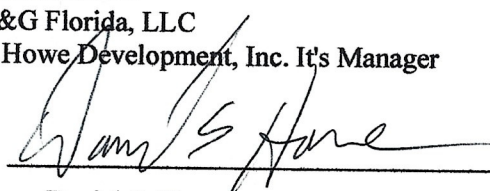
Address: 6111 Peachtree Dunwoody Road, Bldg. D
Atlanta, Ga. 30328

Address: _____

PURCHASER:

GH&G Florida, LLC

By: Howe Development, Inc. It's Manager

By:  _____

Daniel S. Howe

Title: President

Address: 400 River Vista Drive
Atlanta, GA 30339

CONDITIONS OF ESCROW

Escrow Agent accepts this undertaking subject to these Conditions of Escrow:

1. The Deposit may be processed for collection in the normal course of business by Escrow Agent, who may commingle funds received by it with escrow funds of others in its regular escrow account at Synovus Bank (hereafter the "Depository"). Escrow Agent shall not be accountable for any incidental benefit which may be attributable to the funds so deposited.
2. Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of the Depository;
3. Escrow Agent shall not be liable for loss or damage resulting from:
 - a. any good faith act or forbearance of Escrow Agent;
 - b. any default, error, action or omission of any party, other than the Escrow Agent;
 - c. any defect in the title to any property unless such loss is covered under a policy of title insurance issued by the Escrow Agent;
 - d. the expiration of any time limit or other delay which is not solely caused by the failure of Escrow Agent to proceed in its ordinary course of business, and in no event where such time limit is not disclosed in writing to the Escrow Agent;
 - e. the lack of authenticity of any writing delivered to Escrow Agent or of any signature thereto, or the lack of authority of the signatory to sign such writing;
 - f. Escrow Agent's compliance with all attachments, writs, orders, judgments, or other legal process issued out of any court;
 - g. Escrow Agent's assertion or failure to assert any cause of action or defense in any judicial or administrative proceeding;
 - h. Any loss or damage which arises after the Deposit has been disbursed in accordance with the terms of this Agreement.
4. Escrow Agent shall be fully indemnified by the parties hereto for all its expenses, costs and reasonable attorney's fees incurred in connection with any interpleader action which Escrow Agent may file, in its sole discretion, to resolve any dispute as to the Deposit; or which may be filed against the Escrow Agent. Such costs, expenses or attorney's fees, as well as the fees of Escrow Agent described below, may be deducted from the Deposit.
5. If Escrow Agent is made a party to any judicial, non-judicial or administrative action, hearing or process based on acts of any of the other parties hereto and not on the malfeasance and/or negligence of Escrow Agent in performing its duties hereunder, the expenses, costs and reasonable attorney fees incurred by Escrow Agent in responding to such action, hearing or process may be deducted from the funds held hereunder and the party/parties whose alleged acts are a basis for such proceedings shall indemnify, save and hold Escrow Agent harmless from said expenses, costs and fees so incurred.
6. The Company's fee for acting as Escrow Agent is shown on its Escrow Services and Charges which is available upon request. These fees, which may be paid in advance or will be deducted from the account upon disbursement, are the joint and several obligation of each party to any agreement, sales contract or other writing forming the basis for this escrow undertaking.
7. Notwithstanding anything contained herein to the contrary, all controversies, issues, interpretation and other matters relating in any way to the escrow called for hereunder shall be interpreted and governed by the laws of the state of Georgia.
8. In the event of any conflict between the terms any provisions of these Conditions of Escrow and the terms and provisions of the Agreement or other document to which this is attached, the terms and provisions of these Conditions of Escrow shall prevail.
9. Escrow Agent shall be fully indemnified by the other parties hereto and such parties shall hold Escrow Agent harmless from all damages, costs, claims and expenses arising from

Escrow Agent's performance of its duties hereunder, including reasonable attorneys fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of the Escrow Agent.