CONTRACT ESCROW AGREEMENT

THIS IS A CONTRACT ESCROW AGREEMENT made by and between BROOKSIDE DUVAL LLC, a Florida limited liability company, whose address is 225 5th Avenue, Suite 4, Indialantic, Florida 32903, hereinafter referred to as the "DEVELOPER", and WHITEBIRD, PLLC 2101 Waverly Place, Melbourne, Florida 32901, hereinafter referred to as the "ESCROW AGENT".

WITNESSETH:

WHEREAS, the DEVELOPER is entering into agreements with various persons as purchasers of condominium parcels in a proposed condominium in Brevard County to be known as DUVAL CONDOMINIUM, hereinafter referred to as the "CONDOMINIUM"; and

WHEREAS, the purchasers shall make earnest money deposits to be held in escrow pending the closings of the individual sales; and

WHEREAS, the DEVELOPER has requested the ESCROW AGENT to act as ESCROW AGENT for said funds in accordance with the provisions of the Florida Condominium Act; and

WHEREAS, the ESCROW AGENT has agreed to act as the ESCROW AGENT for said funds to be deposited with it and to distribute the same under certain conditions as hereinafter set forth:

NOW, THEREFORE, it is agreed as follows:

1. The DEVELOPER shall cause to be delivered to the ESCROW AGENT those funds paid to the DEVELOPER as earnest money deposits pursuant to the individual sales agreements with the various purchasers of condominium parcels in the CONDOMINIUM. The ESCROW AGENT shall provide the purchaser with a receipt for the deposit(s).

2. The ESCROW AGENT, a Florida licensed title company, shall deposit these funds into an escrow account under its control and escrow funds may only be invested in securities of the United States or an agency thereof or in accounts in institutions deposits of which are insured by an agency of the United States..

3. The ESCROW AGENT shall release these funds from escrow as follows:

A. If a purchaser properly terminates the sales agreement pursuant to its terms or pursuant to the Florida Condominium Act, the funds shall be paid to the purchaser, together with any interest earned, if the contract provides for payment of interest to the purchaser.

B. If the purchaser defaults in the performance of his obligations under the sales agreement, the funds shall be paid to the DEVELOPER, together with any interest earned.

C. If the sales agreement does not provide for the payment of any interest earned on the escrowed funds, interest shall be paid to the DEVELOPER at the closing of the transaction.

D. If the funds of a purchaser have not been previously disbursed in accordance with the provision of Section 718.202, Florida Statutes, they may be disbursed to the DEVELOPER by the ESCROW AGENT at the closing of the transaction, unless prior to the disbursement, the ESCROW AGENT receives from the purchaser written notice of a dispute between the purchaser and the DEVELOPER.

E. Deposits in excess of ten (10%) percent of the sale price which have been received prior to completion of construction by the Developer from the Buyer on a contract for purchase of a condominium parcel shall be held in a special escrow account and may not be used by the Developer prior to closing except as provided in Section 718.202(3), Florida Statutes. The funds in the special escrow account shall not be released except as provided in Section 718.202(3) or except for refund to the Buyer.

4. In the event of any dispute with respect to the disposition of all or part of the escrow funds, the ESCROW AGENT shall not be obligated to disburse the disputed portion thereof. In its sole discretion, the ESCROW AGENT may, in the event of a dispute as to the disposition of all or part of the escrow funds, commence an action in the nature of interpleader and seek to deposit the disputed portion in a court of competent jurisdiction. The DEVELOPER shall bear any costs and attorney's fees that may be accrued by the ESCROW AGENT involving any dispute with regard to the escrow funds, regardless of who may prevail.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year set forth adjacent to their respective signatures.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER:

BROOKSIDE DUVAL LLC, a Florida limited liability company

Beth Pulichene
Beth Pulichene
[signature]
Witnesses as to DEVELOPER
Phyllis Egendoerfer

By: [signature]
William M. Braselton, III, Manager

DATED BY DEVELOPER: April 11, 2025

(CORPORATE SEAL)

WHITEBIRD, PLLC, a Professional limited liability company

Beth Pulichene
Beth Pulichene
[signature]
Witnesses as to ESCROW AGENT
Phyllis Egendoerfer

By: [signature]
Bradley F. White, Manager

DATED BY ESCROW AGENT: April 15, 2025

(CORPORATE SEAL)