

## ESCROW HOLDBACK AGREEMENT

This Escrow Holdback Agreement (the “Escrow Agreement”) is entered as of this 3rd day of May 2022, by and among **Exposition 603, LLC, a Florida limited liability company, Exposition, LLC, a Maryland limited liability company, registered to do business in Florida as Exposition 535, LLC and Sandbox 101, LLC, a Florida limited liability company (“Seller”) and Queen Progress Investments Inc, a FLORIDA corporation (“Buyer”) and Schechter Law, P.A. d/b/a Schechter Real Estate Law (“Escrow Agent”)** and is entered with reference to the following:

### **RECITALS**

A. Seller and Buyer are parties to that certain Commercial Contract (as amended, the “Contract”). Buyer and Seller may be individually and collectively referred to as a “Principal” and/or the “Principals”). Capitalized terms used in this Escrow Agreement and not otherwise defined herein shall have the same meaning as in the Contract.

B. Pursuant to the Contract the Seller was to satisfy two outstanding mortgages (“Mortgages”) in favor of Fort Lauderdale Community Redevelopment Agency (“Mortgagee”). The Mortgages total the principal amount of \$170,00 and are recorded in Instruments Number 115925138 and 115925139 in the Public Records of Broward County Florida.

C. Seller represents that the outstanding balance on the Mortgages is \$127,000. The Seller intends to seek a reduction in the amount owed the Mortgagee.

D. Buyer has agreed to close the subject transaction expressly conditioned on this Escrow Agreement

**NOW THEREFORE**, the Principals, in consideration of the foregoing and of the mutual covenants contained herein, hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Deposit of Escrowed Property.** Upon the Closing, from funds otherwise due Seller at the Closing, Seller agrees to allow the sum of \$ 170,000.00 (“**Escrow Funds**”) to be deposited in the Account (as defined below) to be held pursuant to the terms hereof

3. **Satisfaction of Mortgage.** The Seller shall with 80 days of this Agreement obtain a payoff letter (“Payoff Letter”) from Mortgagee setting forth:

- a. The amount of the Payoff
- b. Wire Instructions or Address of Mortgagee to pay off the Mortgages
- c. The Agreement of Mortgagee to provide satisfactions of Mortgage upon payoff of the Mortgages

## **ESCROW HOLDBACK AGREEMENT**

**3. Receipt of Payoff Letter.** Upon receipt of the Payoff letter Escrow Agent shall pay, from the Escrow Funds, the amount set forth in the Payoff Letter (including Wire fees and/or Federal Express charges). Upon fulfillment of the above conditions the Escrow Agent shall inform Seller and Buyer that the above conditions have been fulfilled. In the event the Escrow Funds are insufficient to fully pay the amount due the Mortgagee the Seller shall pay the difference. In the event that the Escrow Funds are more than the amount due the Mortgagee said overage shall be paid to the Seller.

**4. Non-Receipt of Payoff Letter.** In the event Escrow Agent does not receive the Payoff Letter within 80 days of this Escrow Agreement, the escrow agent shall contact the Mortgagee to obtain a payoff amount. Once obtained Escrow Agent shall pay from the Escrow Funds the amount set forth on the Payoff letter. Upon fulfillment of the above conditions the Escrow Agent shall inform Seller and Buyer that the above conditions have been fulfilled. Seller shall be responsible for the Attorney's Fees and Costs incurred by Escrow Agent in this Article 4 of the Escrow Agreement. In the event the Escrow Funds are insufficient to fully pay the amount due the Mortgagee and Escrow Agent, the Seller shall pay the difference. Additionally, In the event that the Escrow Funds are more than the amount due the Mortgagee and Escrow Agent, said overage shall be paid to the Seller.

### **5. Terms of Employment of Escrow Agent.**

#### **(a) Escrow Terms.**

(i) Escrow Agent agrees to hold all of the Escrowed Property in the Schecter Law Real Estate IOLTA Trust Account (the "**Account**") subject to the terms and conditions contained in this Escrow Agreement. The Account shall be a non- interest-bearing account.

(ii) Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has received written notice of such matter or thing and Escrow Agent shall not be charged with any constructive notice whatsoever or any duty to investigate.

(iii) The Escrow Agent agrees to hold the Escrow Fund under the terms and conditions of this Agreement and to perform the acts and duties imposed it.

(iv) If at any time in the performance of its duties hereunder, it is necessary for the Escrow Agent to receive, accept or act upon any notice or writing purported to have been executed or issued by or on behalf of Buyer, the Seller, Mortgagee or other third person, it shall not be necessary for the Escrow Agent to ascertain whether or not the person or persons who have executed, signed or otherwise issued or authenticated the said writing are authorized so to execute, sign or otherwise issue or authenticate the said writings or any of them, or that they are the same persons named herein or otherwise pass upon any requirements of such instruments that may be essential for their validity. The Escrow Agent may act in reliance upon the advice or counsel in reference to any matter relating hereto and shall not be liable for any acts or omissions of any kind unless occasioned by his own gross negligence or willful misconduct.

## ESCROW HOLDBACK AGREEMENT

(v) Escrow Agent hereby agrees to hold and disburse the Escrow Funds in accordance with the terms of the foregoing Agreement, upon condition that, if Buyer and Seller disagree as to the manner in which the Escrow Funds is to be disbursed, or if the Escrow Funds becomes the subject of a controversy Escrow Agent may, without liability or obligation to either Seller or Buyer, commence an interpleader action in the Circuit Court, in and for Broward County, Florida, in regard to the Escrow Funds; and Buyer and Seller, in consideration of Escrow Agent's agreement to hold the Escrow Funds, agree to indemnify and hold harmless Escrow Agent from and against any loss, damage, cost or expense, including reasonable attorney's fees, related to or arising out of the performance by Escrow Agent of its duties herein

### 6. Miscellaneous.

(a) Entire Agreement. This Escrow Agreement constitutes the entire agreement between the Principals hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Principals, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Escrow Agreement except by written amendment executed by the Principals hereto.

(b) Severability. If any provision of this Escrow Agreement is declared void or unenforceable, such provision shall be severed from this Escrow Agreement.

(c) Waiver. The waiver by any party of any covenant term, condition or provision of this Escrow Agreement or any breach thereof shall not be deemed to be a waiver of any subsequent contravention or breach of same or any other covenant, term, condition or provision herein contained. No covenant, term, condition or provision of this Escrow Agreement shall be deemed to have been waived by any party, unless such waiver is in writing, signed by the Principals involved.

(d) Time is of the Essence. Time is of the essence of this Escrow Agreement and every term and condition thereof.

(e) Further Instruments and Documents. Each party hereto shall, promptly upon the request of the other Principals or Escrow Agent, have acknowledged and delivered to any other party any and all further instruments and assurances reasonably requested or otherwise necessary to carry out the intent of this Escrow Agreement.

(f) Computation of Periods. All time periods referred to in this Escrow Agreement shall include all Saturdays, Sundays and holidays, unless the period of time specifies Business Days. If the date to perform any act or give a notice with respect to this Escrow Agreement shall fall on a Saturday, Sunday or national holiday, or other day that Escrow Agent is not open for business, the act or notice may be timely performed on the next succeeding day which is not a Saturday, Sunday or national holiday, or other day that Escrow Agent is not open for business.

(g) Cooperation. The Principals each agree to cooperate with the other in connection with the construction of the Improvements as set forth in this Escrow Agreement. The

## ESCROW HOLDBACK AGREEMENT

Principals shall promptly upon written request execute, acknowledge and deliver to the appropriate party any and all further instruments reasonably requested or appropriate to evidence or give effect the provisions of this Escrow Agreement.

(h) Counterparts and Facsimile Execution. This Escrow Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this Escrow Agreement shall have the force and effect as the original thereof.

*[The remainder of this page intentionally left blank.]*

## ESCROW HOLDBACK AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Holdback Agreement to be executed as of this 3<sup>rd</sup> day of May 2022

### SELLER:

Exposition 603, LLC, a Florida limited liability company, Exposition, LLC, a Maryland limited liability company, registered to do business in Florida as Exposition 535, LLC and Sandbox 101, LLC, a Florida limited liability company

By: 

Abby Laughlin Manager

### BUYER:

Queen Progress Investments Inc., a Florida corporation

By: 

Frank Luccisano, President

### ESCROW AGENT:

Schecter Law, P.A. d/b/a Schecter Real Estate Law

By: Mark S. Schecter  
Mark S. Schecter, President