



EXCLUSIVE RIGHT OF SALE AGREEMENT

Dr. Jitander Dudee, having its principal office located at 4308 CONTESSA CT, LEXINGTON, KY 40515 hereinafter, called "OWNER" hereby grants to Garito & Company LLC, having its principal offices at 14 East Washington St, Suite 402, Orlando, FL 32801 hereinafter called "AGENT," the exclusive right to act as Sales Agent for 721 Highway 614, Hurley, MS 39562, located in Jackson County, Mississippi; which are further defined in Exhibit A attached, hereinafter called the "Property" under the following terms and conditions:

1. Employment of Agent: The owner hereby employs the Agent as sole and exclusive agent to sell the Property upon the conditions and for the terms and compensation herein set forth. The Agent is to function as an independent contractor, as that term is used and defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

2. Term of Listing Agreement:

A. Term. The term of the Agreement shall commence on the 7th day of April of 2026 and shall continue to and include the 8th day of April of 2027. The Listing Agreement will automatically renew for one (1) year period and continue for equal successive periods if neither party notifies the other of its intent to terminate within 30 days of expiration.

B. Early Termination. Notwithstanding the provisions of this Agreement to the contrary, this Agreement and the obligations of the parties hereunder shall thereupon cease upon the occurrence of any of the following circumstances:

(1) If a petition in bankruptcy is filed by or against either the Owner or the Agent or if either shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party may terminate this Agreement upon ten (10) days written notice to the other party.

(2) If the Owner or the Agent shall fail to comply with any rule, order determination, ordinance or law of the federal, state, county or municipal authority, the Agent may terminate this Agreement upon ten (10) days written notice to Owner.

(3) If either party shall default in the performance of any of its obligations hereunder and such default shall continue for thirty (30) days after written notice from one party to the defaulting party designating such default, the party not in default may terminate this Agreement upon ten (10) days written notice to the defaulting party.

(4) Circumvent / Obstruct Agent Work: Should Owner fail to pay Agent any amounts due hereunder pursuant to the terms hereof, and or circumvent or hinder Agent from performing its work, Agent may exercise any and all of its legal rights against Owner including without limitation, the right to place bring an action for damages for such amounts owed and Agent shall be entitled to record a Lis Pendens against the Property which Owner shall allow on the Property until the action is concluded. If Agent incurs legal fees and court cost to enforce this agreement Owner will reimburse all such expenses. In addition, interest shall accrue at the highest rate permitted under law until such amounts are paid.

(5) Legal Fees / Litigation: In the event litigation arises out of this agreement, the parties hereto agree that any and all reasonable legal fees and court costs incurred as a result shall be awarded to the prevailing party.

3. Acceptance by Agent: The agent hereby accepts this Agreement and agrees to use all reasonable efforts to sell the property.

4. Sales: Agent shall have the primary responsibility for securing purchasers for the Property and shall use its best efforts to do so. Agent shall cooperate fully with outside brokers in securing buyers for the Property and, in this regard, Agents duties shall include, but no be limited to, showing the Property to prospects and outside brokers.

5. Broker Cooperation: Agent is hereby authorized to employ outside brokers to sell this property and, in the event such outside broker or brokers procure a sale, Owner shall be responsible to compensate such outside broker as provided herein.

6. Advertising: Agent shall advertise the Property for sale at such time and by use of such media as it deems necessary. Owner will pay for such advertising inclusive of incedentals up to a maximum of \$500.00 for this marketing effort while the Agent will facilitate the work and process this effort. Any expense over \$500.00 will be paid by the Owner but deducted from the Agents commission upon closing.

7. Exclusiveness of Agreement: The owner, during the term of the employment of the Agent hereunder, shall not authorize any other person, firm or corporation to negotiate or act as Sales Agent. The owner will not permit any person, firm or corporation other than the Agent to have or maintain any "For Sale" sign on or about the premises, and will keep the Agent informed concerning inquiries for space by any person, firm or corporation. The Agent shall have the right to display within the premises suitable signs of the Agent to the effect that Garito & Company LLC is the Agent of Owner.

8. Sales Completed After Term of Agreement: If within six (6) months of the termination of this Agreement, Owner enters into a sale with any prospect with whom negotiations are pending at the time of the termination of the Listing Agreement, to be set forth on a list to be forwarded to Owner by Agent within ten (10) days from termination date, Owner will pay Agent a full commission as aforesaid, as though this Contract was still in effect.

9. Compensation:

A. Agent Compensation. As compensation under this Agreement, Agent shall receive sales commissions only in the event all or part of the property sells and the transaction closes. A joint venture on a tax free exchange will be considered as a sale, and the terms are herein used interchangeably.

B. Rate of Compensation. The rates of such sales commissions are to be determined as follows:

(1) Owner agrees to pay Agent a real estate commission equal to four percent (4%) of the net sales price paid for each and every site sold during the term of this Agreement, when such

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sales are procured solely through Agent's efforts. For purposes of this Agreement, "net sales price" shall be defined as the gross sales price less any rent credits, which is \$445,908.

(2) In any such sale or transaction procured by Agent with the assistance of another licensed real estate broker (Broker) not associated with the Agent, Owner agrees to pay a real estate commission equal to four percent (4%) of the net sales price, defined as the gross sales price less any rent credits, which is \$445,908. To be split between the parties, unless all parties in such a transaction agree otherwise in writing.

(3) If the Property, or any portion thereof or sites therein, is taken by condemnation proceeding or sold in lieu of condemnation proceedings, Agent receives no sales commission with regard to the Property or such portion or sites unless Agent actively negotiated such taking or easement for Owner's behalf.

(4) In the event a Purchaser defaults under a contract of sale or exchange or otherwise fails to consummate the purchase of the property, Owner shall not be obligated to pay the commission; provided, however, that Owner shall pay to Garito & Company LLC or Garito & Company LLC is authorized to retain, as the case may be, one-half (1/2) of any down payment or earnest money deposit forfeited by Purchaser by reason of such default; provided, however, that in no event shall Garito & Company LLC receive more than the agreed upon commission." Afterwards the listing will continue as previously agreed and separate commission paid if a transaction closes.

10. Asking Price: \$1,651,511.11
* \$445,908 credit at closing.

11. Notice: All written notices provided for this Agreement shall be in writing and served by registration or certified mail, postage paid, at the following addresses until such time as written notice of a change of address is given the other party.

Owner: Dr. Jitander Dudee
Charas LLC
4308 CONTESSA CT,
LEXINGTON, KY 40515
Email: dudee@medicalvision.com

Agent: Garito & Company LLC
14 East Washington St,
Suite 402
Orlando, FL 32801

12. Binding Effect: This Agreement will be binding upon the successors, assigns, personal representatives and heirs of the parties hereto.

13. Entire Agreement: This Agreement is the entire agreement between the parties with respect to the subject matter hereof and no alteration, modification, or interpretation hereof shall be binding unless in writing and signed by both parties.

14. Severability: If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to

such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

15. Applicable Law: This agreement shall be construed and enforced in accordance with the laws of the State of Florida.

16. Agent: The term "Agent" as used in this Agreement shall include any corporate subsidiaries of affiliates of Agent who perform services in, on or about the Property in connection with this Agreement.

17. Leasing: In the event the Property is leased during the term of this agreement Agent will be paid a leasing commission. This commission will be based upon 4% of the gross revenues to be paid over the life of the lease. The commission shall be paid 50% at execution and 50% upon Tenant taking occupancy. In the event an outside Broker provides the Tenant, Agent shall be paid four percent (4%) and outside Broker shall be paid three percent (3%) based upon gross revenues paid over the life of the lease. If Broker agrees to a reduced commission relative to this paragraph, Agent and Owner (Landlord) shall evenly split the commission savings.

18. Entire Compensation: No fees, commissions or compensation shall be paid for services to be provided by the Agent except as expressly set forth herein, except with mutual agreement by both parties.

19. Commercial Lien Act Disclosure: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a BROKER has earned a commission by performing licensed services under a brokerage agreement with you, the BROKER may claim a lien against your net sales proceeds for the BROKER'S commission. The BROKER'S lien rights under the act cannot be waived before the commission is earned.

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Dr. Jitander Dudee

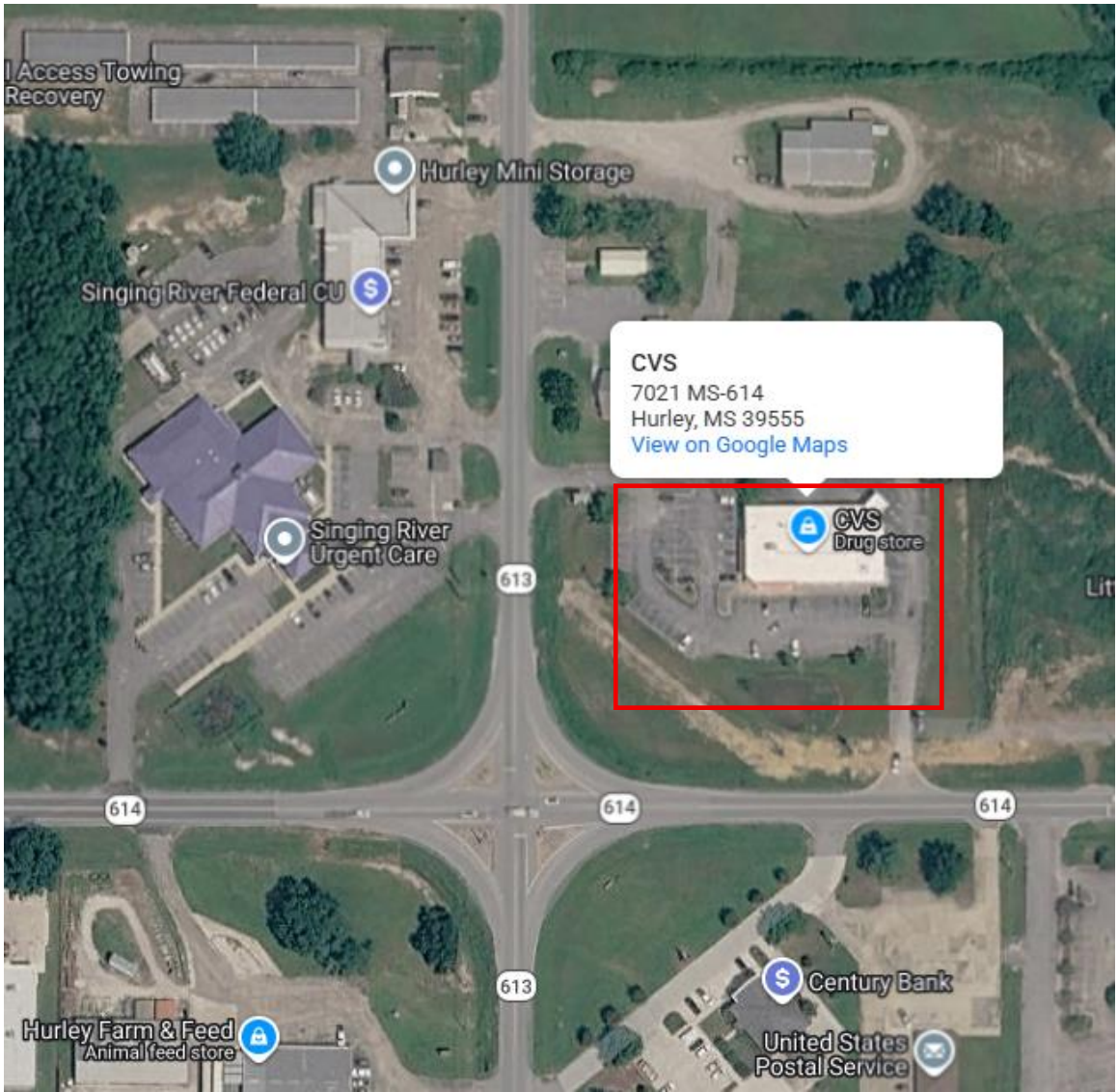
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By: Dr. Jitander Dudee
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4/7/2026
Date: _____

Garito & Company LLC

Timothy Garito, Broker

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By: Timothy Garito
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4/8/2026
Date: _____

Exhibit "A"
The Property
Parcel Number 01603100.000



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