

SALIENT INFORMATION

Property Name/Type	Romar Resort Office/Professional Office
Real Estate Appraised	24566 Perdido Beach Boulevard
County or City	Orange Beach, Baldwin County, Alabama 36561
Estate Valued	Fee Simple Interest
Client	Seaside Beach & Racquet Club HOA – Ms. Kerri Thompson
Owner:	Venture Sales Group, LLC.
Most Likely Buyer	Owner/Occupant
Land Size	.50+ acres or 21,934+ SF
Building Size	2,058+ SF of heated and cooled area
Flood Hazard	Zone X500
Zoning Classification	RM-2: Multi Family Residential High Density District
Highest and Best Use	As Though Vacant – High Density Residential As Now Improved – Continued use as professional office building until market further matures
Effective Value Date	May 27, 2026
Date of Report	May 28, 2025
Value Indications	Land Value – \$834,000 Cost Approach –N/A Improved Sales Comparison – \$1,194,000* Income Approach – N/A
Final Value Conclusion(s)	\$1,194,000*

*Includes site value

Noteworthy Issues

A .50+ acre tract of land that is improved with a commercial building that was last used as a real estate brokerage office. The building encompasses 2,058 square feet of finished office area and features 8 offices, a copy room, a conference room, 2 restrooms, a receptionist area, and a break room. The improvements are about 43 years old and in average-to-fair condition.

The Subject Property is impacted by a multi-family residential zoning which restricts the property to this type use under most circumstances. The former office building use was grandfathered in for 180 days after its last trade on June 13, 2025. Since it was not utilized during the 180 day period as an office the grandfather provision does not exist. However, the property may be utilized as an office by an adjacent owner such as the client, Seaside Beach & Racquet Club. This could create value for the client should they need such space. I was also informed by Orange Beach Planning and Zoning that a down zone to professional office use like NB; Neighborhood Business could be a possibility.

Purchase Agreement

Subject to the terms, conditions, addenda, and disclosures contained or referenced herein, the undersigned execute this Purchase Agreement ("Agreement"):

1. PARTIES:

Buyer is Seaside Beach and Racquet Club Condominium Association, Inc., an Alabama not for profit corporation, with its principal place of business located in Baldwin County, Alabama.

Seller is Venture Solutions Group, Inc., a Georgia corporation, with its principal place of business located at 429 Ambercliff Drive, Rocky Face, Georgia 30740.

2. PROPERTY AND PURCHASE PRICE: Buyer hereby offers to buy and Seller hereby agrees to sell the Property:

Legal Description: Lot 1, Romar Resort Subdivision, according to map or plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama on Slides 1760A and 1760B.

Property Address: 24566 Perdido Beach Blvd., Orange Beach, AL 36561.

Purchase Price: One Million One Hundred Ninety Four Thousand Dollars (\$1,194,000.00).

Source of Title: Deed recorded June 17, 2025 as Document number 2193879 in the Records of the Judge of Probate of Baldwin County, Alabama.

This Property is being purchased with all improvements; fixtures, appurtenances and subject to any existing building and use restrictions, recorded covenants, deed restrictions, previous mineral exclusions, zoning ordinances, zoning restrictions, zoning designations, the current flood plain, and governmental or subdivision regulations and easements of record.

3. THE TERMS OF THE PURCHASE SHALL BE:

The full Purchase Price shall be tendered upon execution and delivery of a Warranty Deed.

4. APPRAISAL: This Agreement is not contingent upon said Property appraising for the purchase price.

5. OTHER CONTINGENCIES: This Agreement is contingent upon approval by the Board of Directors and the Membership of the Condominium Association as required by the Alabama Condominium Act and the Declaration of Seaside Beach and Racquet Club Condominium. The Buyer shall have 40 Business Days from the Acceptance Date of this Agreement within which to obtain these approvals. In the event these approvals are not obtained within this time period by the Buyer, Buyer or Seller may cancel this Agreement, and all Earnest Money escrowed shall be returned to Buyer. This Agreement is also contingent upon the ability of the Buyer to obtain financing acceptable to Buyer. Buyer shall have 40 Business Days from the Acceptance Date of this Agreement to verify acceptable financing and conditions. In the event Buyer is unable to

secure financing acceptable to Buyer during this period. Buyer or Seller may terminate this Agreement, and all Earnest Money escrowed shall be returned to Buyer.

6. CLOSING COSTS:

BUYER to pay the Closing Costs, not to exceed \$5,500.00

7. INCLUDED WITH THE PROPERTY: All improvements and appurtenances are included in the purchase price, including but not limited to lighting/fixtures/shades, ceiling fans, drapery/curtain hardware, window shades/blinds, water heaters, smoke detectors, carbon monoxide detectors, built-in security systems, thermostats, built-in appliances, heating and air conditioning equipment, storm protection shutters/panels, shrubbery and all plantings.

8. INSPECTIONS AND DUE DILIGENCE: Buyer has the obligation to determine all conditions of the Property material to Buyer's decision to purchase. This offer is contingent on inspection and any other due diligence satisfactory to Buyer. If any inspections or any other due diligence are not satisfactory, Seller shall be notified in writing within 10 Business Days following Acceptance Date of this Agreement or this contingency shall be deemed removed. Any inspections and reports, if ordered by Buyer, shall be at Buyer's expense. If requested, Buyer shall furnish Seller, at no cost, a copy of any reports. Seller is not obligated to pay for improvements or repairs recommended by inspection or due diligence other than those required by paragraph 10 below.

9. TERMITES AND WOOD DESTROYING INSECTS AND FUNGUS: Buyer is to obtain, at Buyer's election and expense, an Alabama Wood Infestation Report ("WIR") issued by a bonded and licensed pest control company of the Buyer's choice stating that a VISUAL inspection of ACCESSIBLE areas of the buildings indicate there is no visible sign of infestation or damage by Formosan and Subterranean termites, powder post beetles, wood boring beetles, dry wood termites and wood decaying fungi. If active infestation or fungus is reported, treatment of all structures stated above will be required at Seller's expense. If Property is under current termite contract, only re-treatment of the affected area will be required. If active or previous infestation and/or damage is found, Buyer may order a structural inspection by a licensed contractor satisfactory to Buyer at Buyer's expense. If any repairs are required from inspection report, cost of such repairs will be paid by Seller. If Seller is responsible for the cost of repairs and/or treatment, Seller shall have the right to terminate this contract, at Seller's sole discretion, if the cost of the extent of the repairs and/or treatment is not acceptable to Seller. If the results of either the WIR or the structural inspection are not acceptable to the Buyer, Seller shall be notified in writing within 10 Business days following Acceptance Date of this Agreement or this contingency shall be deemed removed.

It is the sole responsibility of the Buyer to obtain a new termite/wood infestation contract for the retreatment and/or repair of damage caused by wood destroying organisms from a pest control company of Buyer's choice, with coverages satisfactory to the Buyer. This new

termite/wood infestation contract shall be obtained at the Buyer's expense. If acceptable to Buyer, Seller may transfer an existing termite/wood infestation contract to the Buyer.

10. SYSTEMS AND COMPONENT/FIXTURES: Seller warrants that the heating, cooling and air-conditioning equipment, including window units, plumbing, electrical systems, and all included appliances shall be in proper working order at the time of Closing.

11. FINAL WALK-THROUGH & VERIFICATION OF CONDITION: Buyers shall have the right to make a final verification of the Property prior to closing, **not as a contingency of sale**, but solely to confirm Property is maintained in same condition as on Acceptance Date, that repairs have been completed as agreed, and Seller has complied with Seller's other obligations under this Agreement. **The following utilities are to be provided by Seller through the date of closing: electric, water, sewer and gas, if applicable.**

12. CLOSING AND POSSESSION DATES: This sale shall be Closed and the Warranty Deed delivered on July 31, 2026, or sooner if mutually agreed upon in writing by Buyer and Seller. **Time is of the essence with respect to all terms, conditions, obligations and particulars of this Agreement.** Buyer acknowledges and agrees that any terms and conditions imposed by Buyer's Lender requirements shall not relieve Buyer of the obligation to close. All parties agree and understand that disbursements shall be made at closing or no later than **2 Business days** after closing if loan documents are delayed. **Possession is to be given to Buyer at Closing.** Seller does hereby warrant that at the date of surrender of occupancy by Seller, the Property shall be in the same condition as of the Acceptance Date. Upon giving possession to Buyer, Seller shall deliver the Property vacant, broom swept, clear of trash and debris, including the attic and storage areas. Grounds to be maintained and free of debris until the date of possession.

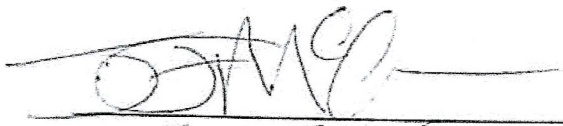
13. RISK OF LOSS: If the Property is destroyed or materially damaged by reason of fire, flood, hurricane, named tropical storm, tornado, or other acts of God between Acceptance Date of this Agreement and the Closing Date, and Seller is unable to restore it to its previous condition prior to said Closing Date, Buyer shall have the option of canceling this Agreement and recovering the Earnest Money, provided that notice of cancellation is received prior to Closing Date or Buyer may otherwise accept the Property in its damaged condition. Risk of loss, as set forth above or by condemnation, shall be on Seller until title is conveyed.

14. TIME TO RESPOND: Buyer gives the Seller above named until June 5, 2026 at 5:00 pm, to obtain written acceptance of this offer and agrees that this offer, when signed by all parties and written notification has been delivered to the party, will constitute a binding Agreement between Buyer and Seller.

15. EARNEST MONEY DEPOSIT: Buyer agrees to provide Seller \$10,000.00 as Earnest Money evidencing Buyer's good faith at time of offer within 3 Business Days following Acceptance Date. Earnest Money to be deposited in escrow by Seller's Attorney. Earnest Money to be applied as a Buyer Credit at time of Closing.

promise, understanding or agreement whatsoever, whether expressed or implied, by Seller, or any Agent outside the written parameters of this Agreement. No modification of this Agreement shall be binding unless attached hereto and signed by both Buyer and Seller.

**BUYER: Seaside Beach and Racquet Club
Condominium Association, Inc., an Alabama
Not for Profit Corporation**

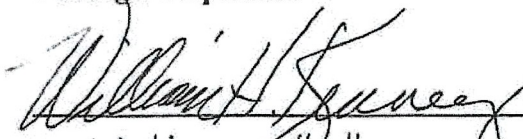


Date: 6-4-2026

By: Joseph F. McCummin

As Its: President

**SELLER: Venture Solutions Group, Inc.,
a Georgia Corporation**



Date: 6-11-2026

By: William H. Kenney

As Its: President