

SEVENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SEVENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Seventh Amendment**”) is made retroactively effective as of June 22, 2026, by and between **ACME IMPROVEMENT DISTRICT**, a dependent special district of the Village of Wellington existing under the Laws of the State of Florida (“**Seller**”), and **WELLINGTON PROPERTY OWNER LLC**, a Delaware limited liability company (“**Purchaser**”).

WHEREAS, Purchaser and Seller entered into that certain Purchase and Sale Agreement dated effective January 21, 2025 (the “**Original Agreement**” and, as amended from time to time, the “**Agreement**”), with respect to the purchase and sale of a portion of that property located on State Road 7, south of Stribling Way in the Village of Wellington, Florida, known as “K-Park”; and

WHEREAS, on July 16, 2025, Purchaser and Seller executed that certain First Amendment to Purchase and Sale Agreement, whereby the parties agreed to extend Inspection Period, as defined in Section 3.2 of the Original Agreement, to 11:59 p.m. on September 30, 2025; and

WHEREAS, on September 16, 2025, Purchaser and Seller executed that certain Second Amendment to Purchase and Sale Agreement, whereby the parties agreed to extend Inspection Period, as defined in Section 3.2 of the Original Agreement, to 11:59 p.m. on November 30, 2025 (which, due to such date not being a Business Day, resulted in the Inspection Period expiring at 11:59 p.m. on December 1, 2025 pursuant to the terms of the Original Agreement); and

WHEREAS, on December 1, 2025, Purchaser and Seller executed that certain Third Amendment to Purchase and Sale Agreement, whereby the parties agreed to extend Inspection Period, as defined in Section 3.2 of the Original Agreement, to 11:59 p.m. on December 9, 2025; and

WHEREAS, on December 9, 2025, Purchaser and Seller executed that certain Fourth Amendment to Purchase and Sale Agreement, whereby the parties agreed to extend the Inspection Period, as defined in Section 3.2 of the Original Agreement, to 11:59 p.m. on January 13, 2026; and

WHEREAS, on January 13, 2026, Purchaser and Seller executed that certain Fifth Amendment to Purchase and Sale Agreement, which, among other things, modified the terms of the Original Agreement pertaining to the inclusion of the Reservoir Parcel as part of the Property being acquired by Purchaser under the Agreement; and

WHEREAS, on February 24, 2026, Purchaser and Seller executed that certain Sixth Amendment to Purchase and Sale Agreement (the “**Sixth Amendment**”), which, among other things, modified the scope of the Agreement to be for the purchase and sale of the entire Site and to incorporate a two-phase closing structure; and

WHEREAS, Purchaser and Seller have agreed to further amend the Agreement to provide Purchaser with two additional options to extend the First Closing Date.

NOW THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined in this Seventh Amendment shall have the same definitions given to them in the Agreement, unless the context clearly indicates a contrary intent.

2. **First Phase Closing Extension Options.** The First Closing Date is currently June 22, 2026, based on Purchaser's prior exercise of all four of the Original Approval Period Extension Options. Purchaser shall have the right to extend the First Closing Date for two (2) periods of thirty (30) days each (each, a "**First Phase Closing Extension Option**") by providing Seller with written notice of such election by no later than the then current First Closing Date. For each First Phase Closing Extension Option, Purchaser shall deliver the sum of \$135,000.00 (each a "**First Phase Closing Extension Deposit**" and, collectively, the "**First Phase Closing Extension Deposits**") to Escrow Agent within three (3) Business Days following the then current First Closing Date. The First Phase Closing Extension Deposits shall be included as part of the "Deposits" under the Agreement and shall be held, governed, and applied pursuant to Section 2.2 of the Original Agreement. If Purchaser elects to proceed under a phased closing structure per the Agreement, then the First Phase Closing Extension Deposits (but not any interest thereon) shall be applied to the Purchase Price at the First Closing.

3. **Second Phase Closing.** For the purpose of clarity, nothing contained in this Seventh Amendment shall modify the timing or terms with respect to the Second Closing Date. The Second Closing Date is currently July 22, 2026, based on Purchaser's prior exercise of its first Second Phase Closing Extension Option. Purchaser's exercise of any First Phase Closing Extension Option shall strictly apply to the First Closing Date only and shall not operate to extend the Second Closing Date; however, Purchaser shall continue to have the independent right to extend the Second Closing Date pursuant to Section 7(ii)(A) of the Sixth Amendment.

4. **Ratification.** Except as modified by this Seventh Amendment, the Agreement shall remain otherwise unmodified and in full force and effect and the parties ratify and confirm the terms of the Agreement as modified by this Seventh Amendment. All future references to the Agreement shall mean the Agreement as modified by this Seventh Amendment.

5. **Counterparts.** The parties may execute this Seventh Amendment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page in an electronic format (including, without limitation, by a PDF or JPG attachment via electronic mail or an electronic signature executed through DocuSign, Dotloop, or similar software) shall be legal and binding and shall have the same full force and effect as if an original and is as effective as executing and delivering this Seventh Amendment in the presence of the other parties to this Seventh Amendment.

6. **Miscellaneous Provisions.** This instrument sets forth the entire agreement relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral. Each party has reviewed this Seventh Amendment and all of its terms with legal counsel, or had an opportunity to review this Seventh Amendment with legal counsel, and is not relying on any representations made to it by any other person concerning the effect of this Seventh Amendment. This Seventh Amendment shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Seventh Amendment to be drafted.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Seventh Amendment effective as of the date first above written.

ATTEST: _____
Chevelle D. Hall, Secretary

SELLER:

ACME IMPROVEMENT DISTRICT,
a dependent district of the Village of
Wellington

By: _____
Michael J. Napoleone, President

Approved as to Form and Legal Sufficiency

By: _____
Laurie Cohen, Board Attorney

Executed on _____, 2026 but dated
nunc pro tunc to June 22, 2026.

PURCHASER:

WELLINGTON PROPERTY OWNER, LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

Executed on _____, 2026 but dated
nunc pro tunc to June 22, 2026.