

TERMINATION OF PURCHASE AND SALE AGREEMENT

THIS TERMINATION OF PURCHASE AND SALE AGREEMENT (this “**Termination**”) is entered into as of February 24, 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 **FOUNDERS ACREAGE WELLINGTON LLC**, a Florida limited liability company (“**Purchaser**”), and joined by **WELLINGTON PROPERTY OWNER LLC**, a Delaware limited liability company (“**Related**”).

WHEREAS, Purchaser and Seller entered into that certain Purchase and Sale Agreement dated effective January 21, 2025 (the “**Original Agreement**”), as amended by that First Amendment to Purchase and Sale Agreement dated January 13, 2026 (collectively, 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, Related and Seller have also entered into that certain Purchase and Sale Agreement dated effective January 21, 2025 (as amended, the “**Related PSA**”) for the purchase and sale of the remaining portion of K-Park; and

WHEREAS, Purchaser and Seller have mutually agreed to terminate the Agreement and for the full amount of the Deposits paid by Purchaser thereunder to be simultaneously refunded to Purchaser and assigned to Related, so that such funds remain in escrow with Escrow Agent but on account for Related to be held as additional “Deposits” under the Related PSA.

WHEREAS, Related has agreed to accept such assignment of the Deposits as provided under this Termination.

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 Termination shall have the same definitions given to them in the Agreement, unless the context clearly indicates a contrary intent.

2. **Termination.** The Agreement is hereby terminated and Purchaser and Seller shall be released of all further obligations under this Agreement (except for any obligations which expressly survive the termination of the Agreement). Notwithstanding anything contained in the Agreement to the contrary, Purchaser shall have no obligation to provide the Purchaser’s Materials in connection with the termination of the Agreement.

3. **Releases.** Each of Seller and Purchaser release each other, and their respective officers, directors, members, shareholders, council members, employees attorneys’ and affiliates, from any and all loss, cost, expense, claim, charge or liability arising out of or in any way connected with the Agreement and/or the termination thereof, except for any indemnity obligations specifically provided for in the Agreement which expressly survive any termination of the Agreement.

4. **Deposits.**

(a) Notwithstanding anything contained in the Agreement to the contrary, Seller waives and releases any and all claims with respect to the Deposits together with any interest accrued

thereon (the “**EIM Deposits**”), and agrees that the full amount of the EIM Deposits (including any portion of the Deposits categories as Hard Funds) shall be refunded to Purchaser.

(b) Purchaser hereby assigns, transfers, and sets over to Related all of Purchaser’s right, title, and interest in and to the EIM Deposits, and Related hereby accepts such assignment. Purchaser represents and warrants that Purchaser holds all right, title, and interest in and to the EIM Deposits, has not assigned, pledged, or otherwise transferred any of its rights in the EIM Deposits to any third party, and has the full right and power to assign the EIM Deposits to Related as provided herein without the consent of any third party and without such assignment violating any agreement or law to which Purchaser is a party or to which it is subject.

(c) Purchaser and Seller hereby instruct Fidelity National Title Insurance Company (“**Fidelity**”), as Escrow Agent under the Agreement and pursuant to that Earnest Money Escrow Agreement dated January 21, 2025, executed by Fidelity, Purchaser, and Seller in connection with the Agreement, to disburse the full amount of the EIM Deposits to Related. Correspondingly, in lieu of receiving direct payment of the EIM Deposits, Related hereby instructs Fidelity to continue to hold the EIM Deposits but on account of Related as part of the “Deposits” under the Related PSA, under and pursuant to that Earnest Money Escrow Agreement dated January 21, 2025, executed by Fidelity, Related, and Seller in connection with the Related PSA.

5. **Termination Memorandum.** Pursuant to Section 11.1 of the Original Agreement, Purchaser and Seller hereby instruct Escrow Agent to date, complete any blanks in, and record the Termination Memorandum in the Public Records of Palm Beach County, Florida. If Escrow Agent cannot locate Purchaser’s and/or Seller’s executed original of the Termination Memorandum, then such party shall re-execute and deliver to Escrow Agent an original counterpart to the Termination Memorandum within three (3) Business Days after notice thereof.

6. **Further Assurances.** Purchaser, Seller, and Related, without further consideration, shall execute and deliver such other documents, and take such other actions, as may be reasonably necessary to effectuate the purposes of this Termination.

7. **Counterparts.** The parties may execute this Termination 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 Termination in the presence of the other parties to this Termination.

8. **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 Termination and all of its terms with legal counsel, or had an opportunity to review this Termination with legal counsel, and is not relying on any representations made to him by any other person concerning the effect of this Termination. This Termination shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Termination to be drafted.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Sixth Amendment 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

PURCHASER:

**FOUNDERS ACREAGE WELLINGTON
LLC**, a Florida limited liability company

By: _____
Print Name: _____
Title: _____

JOINED BY:

**WELLINGTON PROPERTY OWNER,
LLC**, a Delaware limited liability company

By: _____
Print Name: _____
Title: _____