

K-PARK WELLINGTON

Proposed Terms Village of Wellington/School Land Purchase

Property: A portion of the real property generally located at 10400 Stribling Way in Wellington, FL, and identified with Parcel Control Numbers on *Exhibit A* shall be referred to as the “Property.” The “Property” shall refer to the Western Parcel, subject to the shape, size and boundary reconfiguration described in the “Parcel Configuration” section below. Buyer shall have the option to purchase the Western Parcel (~31.3 AC) (the “Western Parcel”) and the Right of Way (~3.6 AC) (the “Right of Way”) each described on *Exhibit A* as further described in this letter.

Parties:

- **Seller:** [Village of Wellington], or one of its affiliated entities (hereinafter “Seller”).
- **Buyer:** GSSO Pte Ltd, a subsidiary of Education Index Management Asia Pacific Pte Ltd., (hereinafter “Buyer”) or another of its affiliated entities.

Purchase Price: Price per acre to be agreed between the parties in good faith, based on the appraised value. Buyer reserves the right to engage an appraiser for purposes of determining and agreeing final purchase price.

The purchase price shall be paid in accordance with the payment schedule and conditions to be specified in the purchase and sale agreement entered into by Buyer and Seller (the “PSA”).

Purpose: Buyer intends to use the Property for the construction and establishment of a Tier 1 independent K-12 not-for-profit school offering a holistic educational program emphasizing STEAM (STEM plus creative arts) subjects combined with a strong Olympic sports program. The intention is for the not-for-profit school to incorporate in its by-laws the development and provision of a Community Contribution, in consultation with the Village of Wellington, to include all or a selection of the following: enrollment places reserved for residents of the Village of Wellington, financial assistance programs, scholarships, access to and usage of the facilities by not-for-profit organizations based in the Village of Wellington and/or other community contribution programs.

Deposits: The below deposits will be credited towards the Purchase Price at Closing. All deposits shall be non-refundable: (i) provided all conditions precedent to Buyer’s closing obligations (including receipt of all Approvals, including those described in *Exhibit B*) are satisfied, and (ii) unless Seller defaults in its obligation to close in accordance with the PSA or commits other defaults of Seller as set forth in the PSA:

- Initial Deposit: Within three (3) business days of the execution of a PSA with respect to the Property (the “Effective Date”), Buyer will deposit into escrow an initial deposit equal to 4% of Purchase Price, of which:
 - o **25%** shall be non-refundable upon execution of the PSA; and
 - o **75%** shall become non-refundable upon Buyer obtaining all Approvals by the end of the Due Diligence & Approval Period (as set forth below).

- Second Deposit: Within 120 days following the Effective Date, Buyer will make a refundable deposit equal to 2% of Purchase Price, which shall become non-refundable if the Buyer obtains all Approvals by the end of the Due Diligence & Approvals Period but remain refundable if Buyer does not obtain all Approvals at the end of the Due Diligence & Approval Period.
- Extension Deposit: Within three (3) business days following the expiration of the Due Diligence & Approvals Period, Buyer may elect in its full discretion to exercise the Extension Period by depositing \$100,000 into escrow for such extension, which shall become non-refundable upon Buyer obtaining all Approvals by the end of the Due Diligence & Approvals Period (as set forth below).

A. DUE DILIGENCE &

Approvals Period: Buyer shall have **three hundred and sixty-five (365) days** after the Effective Date to perform its due diligence and seek all Approvals.

Extension Period: If Buyer has not obtained all Approvals by the end of the Due Diligence & Approvals Period, Buyer shall have two (2) extension rights to extend the Due Diligence & Approvals Period for up to **ninety (90) days each**. Buyer shall provide written notice to Seller at least 30 days prior to the end of the original Due Diligence & Approvals Period, or the end of the first extended Due Diligence & Approvals Period, as applicable.

Closing: The Closing shall occur on the date that is **thirty (30) days** after the end of the Due Diligence & Approvals Period (and if such date is not a business day, the second business day thereafter) (the "Closing Date"). The end of the Due Diligence & Approvals Period shall be the latest of the original Due Diligence & Approvals Period and any extensions thereto. Closing may occur earlier with mutual agreement by both Parties.

Approvals: Buyer shall be responsible for obtaining all Approvals. Please see *Exhibit B* for a definition of Approvals, which shall be further defined in the PSA.

Seller will promptly and fully cooperate with Buyer in seeking all Approvals from and after the Effective Date (such cooperation to include, without limitation, directly communicating support for the granting of Buyer's Approvals and Buyer's planned school development to all elected officials and governmental authorities and submitting proposed plans and other documentation).

Prior to any such pursuit on Approvals, Buyer agrees to collaborate in good faith with the Seller, Village of Wellington residents, and other members of the community to pursue a school development that is generally acceptable and well received.

Closing Conditions: Buyer's obligation to consummate the Closing will be subject to satisfaction of the following: i) Receipt of all Approvals, ii) conveyance of fee simple title of the Property to Buyer in free and clear condition, and iii) satisfaction of customary closing conditions to be set forth in the PSA.

Closing Costs: Seller shall pay customary closing costs and documentary stamp tax on the deed. Buyer shall pay for title insurance. Real estate taxes and other commonly prorated items shall be prorated at Closing. Detail to be further addressed in the PSA.

Parcel Configuration: Buyer and Seller shall work in good faith to determine the appropriate shape (i.e., to adjust to be of more “regular shape”), size and boundaries for the Eastern and Western Parcels. Seller shall split the Eastern and Western Parcels based on the final agreed shape, size and boundaries prior to Closing.

Other Terms: The parties acknowledge and agree that this LOI is for purposes of facilitating discussion between the two parties and does not set forth all of the terms and conditions of an agreement to sell the Property, which terms and conditions shall be further set forth in the PSA. This LOI supersedes in its entirety any prior proposals, written or oral, relating to the subject matter hereof and is subject to the negotiation and execution of the PSA. Except for the obligations of Buyer and Seller in the sections titled “Exclusivity” and “Governing Law; Jurisdiction”, this LOI shall not create any rights or obligations on either Buyer or Seller and neither Buyer nor Seller will be bound by the terms and provisions hereof unless and until the PSA has been executed and delivered by both parties. Either party may withdraw from negotiations of the PSA at any time in such party’s sole discretion without liability, except as expressly set forth herein.

Exclusivity: From and after execution of this LOI, Seller agrees that Seller, its affiliates and its and their respective officers, directors, members, employees and agents, shall exclusively negotiate with Buyer and shall not solicit, negotiate or otherwise communicate with any party other than Buyer (or permit any advertising or offering), or initiate any bid process, regarding the leasing, purchase, sale or development of (or joint venture with respect to), all or any portion of Property or the entire Western Parcel and the Right of Way. The PSA will contain the same exclusivity language.

Governing Law; Jurisdiction: This LOI shall be governed in all respects by the substantive laws of the State of Florida, without regard for conflict of law principles. Each party hereby irrevocably and unconditionally agrees that any legal action, suit or proceeding arising out of or relating to this LOI may be brought in a court of competent jurisdiction located in Palm Beach County, State of Florida, and hereby irrevocably and unconditionally submits to the personal jurisdiction and venue of such courts for the purposes thereof.

Brokerage / 3rd Parties: Both Buyer and Seller shall compensate their respective brokers and third parties separately, to be further defined in the PSA.

EXHIBIT A: PROPERTY DETAIL

Primary Address: 10400 Stribling Way, Wellington, FL 33414

PCNs: 73-42-43-27-05-026-0011, 73-41-44-24-06-003-0000

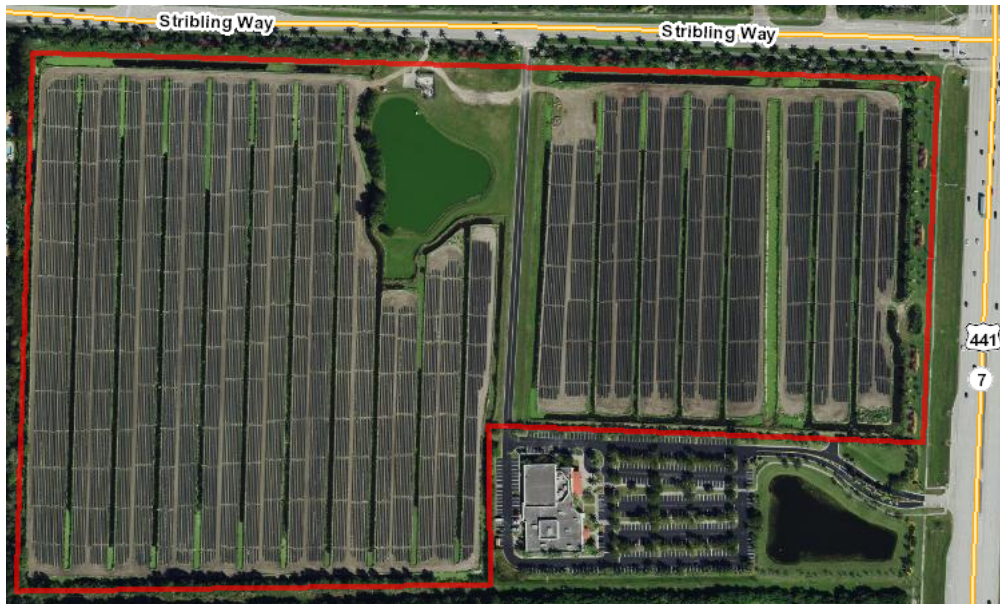
Parcel 1

Short Legal Description:

PALM BEACH FARMS CO PL NO 3, TR 1 (LESS ELY 220.45 FT SR 7 R/W), TRS 2 THRU 4, TR 5 (LESS S 86 FT), TR 6 (LESS S 86 FT & NLY 414 FT OF SLY 501 FT OF ELY 261.85 FT), TR 7 (LESS SLY 410 FT) & TR 8 (LESS SLY 355 FT & ELY 220 FT SR 7 R/W) & SLY 70.60 FT OF WLY 2595 FT OF LWDD TR LYG N OF & ADJ TO TRS 1 THRU 4 & 25 FT STRIP LYG W OF & ADJ TO TRS 4 & 5 BLK 26

Land Area: 66.2734 AC

- Eastern Parcel: 35 AC
- Western Parcel: 31.273



Parcel 2

Short Legal Description: OAKMONT ESTATES PUD TR C K/A CIVIC

Land Area: 3.6036 AC



Total Site Area: 69.877 AC

EXHIBIT B

“Approvals” shall mean all approvals, licenses, permits, registrations and the like necessary to: (i) the conveyance of fee simple title of the Property to Buyer in free and clear condition; (ii) the satisfaction of customary closing conditions to be set forth in the PSA; and (iii) the establishment and operation of an independent school in the State of Florida; and shall include, without limitation, zoning approval(s), school licensing approval(s); building and construction permits, environmental and health & safety inspection approvals; governmental approvals for the issuance of tax exempt bonds for not-for-profit entities; IRS approval of not-for-profit status of the school to be established on the Property.