EIGHTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS EIGHTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Eighth Amendment**") is made as of October _____, 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 WEST LLC**, a Delaware limited liability company ("**Purchaser**").

WHEREAS, Wellington Property Owner LLC, a Delaware limited liability company ("**Original 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, Original 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, Original 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, Original 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, Original 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, Original 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, Original 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, on June 22, 2026, Original Purchaser and Seller executed that certain Seventh Amendment to Purchase and Sale Agreement, which provided additional options to extend the First Closing Date; and

WHEREAS, on August 21, 2026, the First Phase Property was purchased by the Original Purchaser at the First Closing; and

WHEREAS, effective upon the First Closing, Original Purchaser assigned all of its interest under the Agreement to Purchaser (a Purchaser Affiliate) so that Purchaser may purchase the Second

Phase Property at the Second Closing; and

WHEREAS, Purchaser and Seller have agreed to further amend the Agreement to, among other things, provide Purchaser with an additional option to extend the Second 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 Eighth Amendment shall have the same definitions given to them in the Agreement, unless the context clearly indicates a contrary intent.

2. **Second Phase Closing Extension Options**. The Second Closing Date is currently October 21, 2026, based on Purchaser's prior exercise of all of the original Second Phase Closing Extension Options. Purchaser shall have the right to extend the Second Closing Date to December 21, 2026 (the "**Additional Second Phase Closing Extension Option**") by providing Seller with written notice of such election by no later than October 21, 2026. If Purchaser exercises the Additional Second Phase Closing Extension Option, Purchaser shall deliver the sum of $160,000.00 (the "**Additional Second Phase Closing Extension Deposit**") to Escrow Agent by no later than October 26, 2026. The Additional Second Phase Closing Extension Deposit shall be included as part of the "Deposits" under the Agreement and shall be applied to the Purchase Price at the Second Closing.

3. **Prohibited Uses for Second Phase Property**. The Deed for the conveyance of the Second Phase Property at the Second Closing shall be in the form attached under **Exhibit "A"** to this Eighth Amendment, which contains certain use restrictions subject to terms more particularly set forth notwithstanding the terms of Section 9(c) of the Sixth Amendment.

4. **Ratification**. Except as modified by this Eighth 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 Eighth Amendment. All future references to the Agreement shall mean the Agreement as modified by this Eighth Amendment.

5. **Counterparts**. The parties may execute this Eighth 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 Eighth Amendment in the presence of the other parties to this Eighth 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 Eighth Amendment and all of its terms with legal counsel, or had an opportunity to review this Eighth Amendment with legal counsel, and is not relying on any representations made to it by any other person concerning the effect of this Eighth Amendment. This Eighth Amendment shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Eighth Amendment to be drafted.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

ATTEST: _____
Chevelle D. Hall, Secretary

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:

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

By: _____
Print Name: _____
Title:_____

EXHIBIT "A"

FORM OF DEED FOR SECOND PHASE PROPERTY

(See Attached)

This instrument prepared by
and should be returned to:

George A. Pincus, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
200 East Las Olas Boulevard, Penthouse A
Fort Lauderdale, FL 33301

Parcel ID Number: _____

SPECIAL WARRANTY DEED WITH RESTRICTIVE COVENANTS

This SPECIAL WARRANTY DEED WITH RESTRICTIVE COVENANTS is executed as of _____, 2026, by ACME IMPROVEMENT DISTRICT, a dependent special district of the Village of Wellington existing under the Laws of the State of Florida ("Grantor") whose address is Acme Improvement District, c/o Village of Wellington, 12300 Forest Hill Boulevard, Wellington, FL 33414; and is delivered to WELLINGTON PROPERTY OWNER WEST LLC, a Delaware limited liability company ("Grantee"), whose address is 360 S. Rosemary Avenue, Suite 800, West Palm Beach, FL 33401.

Grantor, for and in consideration of the sum of TEN & NO/100 DOLLARS ($10.00) and other good and valuable consideration, paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells, and conveys to Grantee and Grantee's successors and assigns forever, the following described real property situate, lying, and being in Palm Beach County, Florida, to wit (collectively, the "Property"):

Tract A of K-PARK, according to the map or plat thereof, recorded in Plat Book 141, Page 151, of the Public Records of Palm Beach County, Florida.

AND

Tract C, OAKMONT ESTATES P.U.D., according to the map or plat thereof, as recorded in Plat Book 106, Page 2, of the Public Records of Palm Beach County, Florida.

Together with all improvements located on the Property and all rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining to the Property.

To Have and To Hold the same in fee simple forever.

The conveyance of the Property is made subject to: (i) all of the Permitted Exceptions described in Exhibit "A", attached hereto and made a part hereof, but this conveyance shall not serve to reimpose any of the same; (ii) real estate taxes and assessments for the year 2027 and all subsequent years; (iii) all applicable ordinances, laws and regulations; (iv) matters that would appear on a current and accurate survey of the Property; and (v) the restrictive covenants as to use of the Property set forth in Exhibit "B", attached hereto and made a part hereof.

Grantor covenants with Grantee that at the time of delivery of this Special Warranty Deed, except for the Permitted Exceptions, the Property is free of any encumbrance made by Grantor, and Grantor specially warrants the title to the Property, and will defend it against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

Grantor hereby waives and releases Grantor's undivided three-fourths interest in and to all the phosphate, metals, and minerals that may be in, on or under the Property, as well as Grantor's undivided one-half interest in all the petroleum that is or may be in, on or under the Property, along with all privileges to mine and develop the same, pursuant to Sec. 270.11, Fla. Stat., unto Grantee.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this instrument as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

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

Witness 1:

Signature: _____
Print Name: _____
Address: _____
_____

By: _____
Michael Napoleone, solely in his capacity as Board President of ACME Improvement District, a dependent district of the Village of Wellington.

Witness 2:

Signature: _____
Print Name: _____
Address: _____
_____

Witness 1:

Signature: _____
Print Name: _____
Address: _____
_____

ATTEST:

_____
Chevelle Hall, Board Secretary

Witness 2:

Signature: _____
Print Name: _____
Address: _____
_____

Witness 1:
Signature: _____
Print Name: _____
Address: _____
_____

Witness 2:

Signature: _____
Print Name: _____
Address: _____
_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Name: Laurie S. Cohen
Title: Board Attorney

[NOTARIZATIONS ON NEXT PAGE]

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of (check one) ___ online notarization or _X_ physical presence, this ____ day of _____, 2026, by Michael Napoleone, solely in his capacity as Board President of **ACME IMPROVEMENT DISTRICT**, a dependent district of the Village of Wellington, on behalf of such district. Who is (check one) ____ personally known to me or ___ has produced _____ as identification.

_____
Notary Public Signature
Print Name _____
(SEAL) State of Florida at Large
My Commission Expires:_____

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of (check one) ___ online notarization or _X_ physical presence, this ____ day of _____, 2026, by Chevelle Hall, solely in her capacity as Board Secretary of **ACME IMPROVEMENT DISTRICT**, a dependent district of the Village of Wellington, on behalf of such district. Who is (check one) ____ personally known to me or ___ has produced _____ as identification.

_____
Notary Public Signature
Print Name _____
(SEAL) State of Florida at Large
My Commission Expires:_____

Exhibit "A"

Permitted Exceptions

Exhibit "B"

Use Restrictions

The following uses shall not be permitted at the Property (the restrictions contained in this Exhibit are referred to as the "Use Restrictions"), subject to the terms hereof:

1. Sale of Medical or Recreational Cannabis/Marijuana or related distillate, edible or any other forms of Cannabis/Marijuana products.

2. Smoke shops, vape shops or "head shops" the primary use of which is the sale of smoking or vaping products.

3. Any adult use, such as strip club, the sale or production of adult book or video products or similar uses.

4. Casino or arcade for prize uses.

For clarity, nothing herein shall prohibit activities incidental to a school use of the Property, including occasional fundraising events conducted by the school or its affiliated organizations.

Grantor and the Village of Wellington, Florida (collectively, the "Beneficiaries) shall be the sole beneficiaries of the foregoing Use Restrictions and shall be the sole parties entitled to seek enforcement of the same. Any breach of the foregoing Use Restrictions shall entitle the Beneficiaries, or either one of them, to seek any remedies available at law or in equity to enforce such Use Restrictions and specifically, without limitation, to seek injunctive relief to permanently enjoin the prohibited use, without the necessity of posting a bond.

No violation of the Use Restrictions shall defeat, impair, render invalid or subordinate the lien of any mortgage made in good faith and for value encumbering the Property or any portion thereof, and the Use Restrictions shall bind any purchaser at foreclosure or grantee by deed in lieu of foreclosure solely as restrictions on use.