Project: Green PLACE
Parcel: 237

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (this "**Agreement**") is made and entered into as the Effective Date (hereinafter defined) by and between **WMG Development, LLC, a Delaware limited liability company** (the "**Seller**") and **Orange County, Florida**, a charter county and political subdivision of the State of Florida ("**Purchaser**").

RECITALS

A. Seller is the fee simple owner of that certain real property located at 12323 Winter Garden Vineland Road, Orlando, Florida 32836 in Orange County, Florida, bearing Orange County Property Appraiser's Parcel Identification Number **21-24-28-0000-00-015**, approximately 4.28 acres, **and** 12329 Winter Garden Vineland Road, Orlando, Florida 32836 in Orange County, Florida bearing Orange County Property Appraiser's Parcel Identification Number **21-24-28-0000-00-016**, approximately 1.46 acres, **and** 12311 Winter Garden Vineland Road, Orlando, Florida 32836 in Orange County, Florida, bearing Orange County Property Appraiser's Parcel Identification Number **21-24-28-0000-00-021** approximately 7.97 acres, **and** 0 Winter Garden Vineland Road, Orlando, Florida 32836 in Orange County, Florida, bearing Orange County Property Appraiser's Parcel Identification Number **21-24-28-5844-00-020** approximately 71.06 acres (the "**Property**"). Legal description and acreage for the Property parcels to be provided and confirmed upon completion of the Survey (hereinafter defined) and based on the Commitment (hereinafter defined) and shall be incorporated into this Agreement.

B. Purchaser desires to purchase the Property from Seller.

C. The conveyance of the Property from Seller to Purchaser shall also include: (i) all tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property; (ii) all improvements, buildings, and fixtures, if any, situated in, over, under, on, upon, through, or across the Property; (iii) all of Seller's rights, titles, and interests in and to any streets, roads, avenues, alleys, or rights-of-way in front of, adjoining, and/or along the boundaries of the Property, whether public or private, whether dedicated or otherwise, and whether before or after vacation thereof and whether previously abandoned or vacated or hereafter abandoned or vacated; (iv) all of Seller's rights, titles, and interests in and to any strips, hiatuses, gores, gaps, or boundary adjustment areas adjoining or affecting the Property; (v) all of Seller's rights, titles, and interests in and to any body of water situated on, under, or adjacent to such Property; (vi) any and all riparian and other water rights relating to such Property; and (vii) all permits, approvals, authorizations, entitlements, and licenses relating to or affecting the Property which Purchaser approves.

NOW, THEREFORE, in consideration of the Purchase Price (hereinafter defined), the mutual covenants and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by this reference

2. **Agreement.** Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, for the Purchase Price and on the terms and conditions set forth in this Agreement.

3. **Effective Date**. The effective date of this Agreement (the "**Effective Date**") shall be the later of: (i) the date this Agreement is executed by Seller; **or** (ii) the date this Agreement is approved and executed by the Orange County Board of County Commissioners (the "**Board**").

4. **Purchase Price**. Subject to such credits, adjustments, and prorations, if any, for which provisions are hereinafter made, the total purchase price to be paid by Purchaser to Seller for the Property shall be **TWO MILLION SEVEN HUNDRED FOUR THOUSAND, TWO HUNDRED AND FORTY DOLLARS ($2,704,240.00)** (the "**Purchase Price**").

5. **Due Diligence Period**. Purchaser shall have **one hundred sixty (160) days** from the Effective Date to complete its due diligence of the Property (the "**Due Diligence Period**"). Such Due Diligence Period shall include but not be limited to: review of Seller's Documents (as defined below); review of title; survey; appraisal; environmental due diligence; property investigation all as further described below.

5.1 **Seller's Documents**. Seller agrees to deliver or cause their respective consultants to deliver to Purchaser, within **twenty (20) days** after the Effective Date a copy (either electronic or hard copy) of each of the following, to the extent such documents exist and are within Seller's possession or control, all of which shall be delivered without any assignment or warranty and considered the "**Seller's Documents**".

5.1.1 Any environmental, wetlands, and/or endangered species reports, structural, mechanical, foundation, and/or roof reports, or studies, technical data, utility capacity information, soils reports, drainage reports (inclusive of stormwater calculations), traffic reports and studies, surveys, maps (including flood plain maps), and/or hydrological reports, related to all or any part of the Property (including without limitation for buildings, structures, or improvements located on the Property);

5.1.2 Final and/or draft subdivision, site, master drainage, infrastructure, engineering, construction, building, landscape, and architectural plans approved, or proposed to be approved, by government agencies for all or any part of the Property (including without limitation for buildings, structures, or improvements located on the Property) as well as the CAD drawings or similar format for the plans;

5.1.3 Resolutions, development orders, development agreements, planned development (PD) approvals and/or ordinances, preliminary subdivision plans/development plans, plats, permits, and vested rights certificates for all or any part of the Property, and any of the same that have been submitted to government agencies for approval and for which approval is currently pending;

5.1.4 A summary of recent maintenance performed and/or improvements made to all or any part of the Property (including without limitation to buildings, structures, or improvements located on the Property);

5.1.5 Inspection reports, including building inspection reports, for any buildings, structures, or improvements located on the Property;

5.1.6 Service contracts related to all or any part of the Property (including without limitation for buildings, structures, or improvements located on the Property), including but not limited to HVAC, halon, roof, pest control, and landscaping ("**Service Contracts**") if applicable;

5.1.7 Warranties related to all or any part of the Property, including without limitation for any buildings, structures, or improvements located on the Property, and/or for any components thereof (e.g. HVAC, roof, etc.) ("**Warranties**") if applicable; and

5.1.8 Notices from government agencies affecting all or any part of the Property; and

5.1.9 All title policies and title instruments pertaining to all or any part of the Property; and

5.1.10 Any other similar due diligence documents, studies, notices, analysis, or information pertaining to the Property in Seller's possession or under Seller's control.

In the event any of Seller's Documents cover other properties besides just the Property, then Seller's obligation to deliver such materials to Purchaser shall be limited to delivery of the relevant pages of Seller's Documents that apply to the Property. Relevant pages shall include all pages of the Seller's Documents to ensure that the context of the Seller's Document relevant to the Property is maintained.

5.2 **Title.** Within **thirty (30) days** after the Effective Date, Purchaser shall, at Purchaser's expense, obtain, through its agent **Express Title & Closing Svc, a division of LandCastle Title Group, LLC** ("Title Agent" and "Closing Agent") a current commitment for title insurance (ALTA commitment May 1, 2015) committing to insure Purchaser as purchaser of the Property in the amount of the Purchase Price, with an effective date on or after the Effective Date, together with copies of all instruments referred to in both Schedule A and Schedule B thereof (collectively, the "**Commitment**") issued by **Express Title & Closing Svc, a division of LandCastle Title Group, LLC**, as title agent for Title Resources Group (the "**Title Company**"). The Commitment shall evidence that, upon execution, delivery, and recordation of the Deed (hereinafter defined), and the satisfaction of all requirements specified in Schedule B, Section I, of the Commitment, Purchaser shall acquire indefeasible fee simple and marketable title to the Property, subject only to the Permitted Exceptions (hereinafter defined).

5.2.1 Within **ninety (90) days** after the Effective Date (the "**Objection Period**"), Purchaser may deliver to Seller written notice of any title or survey matters which are not acceptable to Purchaser in its sole and absolute discretion (the "**Objections**"). If Purchaser raises any Objections, then Seller shall, within **fifteen (15) days** after receipt of Purchaser's Objections, (the "**Response Period**") notify Purchaser in writing as to whether or not Seller, at Seller's expense, agrees to cure any of the Objections and, if so, which Objections Seller agrees to cure. If Seller does not provide Purchaser with a written response to the Objections on or before the expiration of the

Response Period, it shall be presumed that Seller is unable or unwilling to attempt to cure any of the Objections. If Seller agrees to cure any of the Objections, then Seller, at Seller's expense, shall undertake reasonable and diligent efforts to cure and remove such Objections on or before **five (5) business days** prior to Closing (the "**Cure Period**"). As Seller completes the cure of any Objection, Seller shall notify Purchaser in writing of the same; if Seller does not notify Purchaser on or before expiration of the Cure Period that Seller has cured a particular Objection that Seller has agreed to cure, it shall be presumed Seller has been unable to do so. If, after the exercise of reasonable and diligent efforts, Seller has been unable (or deemed to be unable) to cure any Objection (that Seller has agreed to cure) within the Cure Period, then Purchaser shall elect, by written notice to Seller delivered at or prior to Closing, to either: (i) terminate this Agreement; or (ii) waive such uncured Objections and accept title and survey as they then are without setoff or reduction in the Purchase Price. For avoidance of doubt, Purchaser acknowledges that Seller has no obligation whatsoever to cure or to attempt to cure any Objections except to the extent that Seller hereafter agrees to cure or to attempt to cure any Objections in accordance with this Section.

5.2.2 Any defect in title or survey that Purchaser does not object to on or before the expiration of the Objection Period, together with any and all uncured Objections which Purchaser elects to waive in writing, shall be deemed permitted exceptions ("**Permitted Exceptions**").

5.2.3 **Title Update**. No sooner than **five (5) business days** prior to Closing but not later than **two (2) business days** prior to Closing, Purchaser shall cause the Title Company to endorse the Commitment to update the effective date of the Commitment to a date on or after the day that is **ten (10) days** prior to Closing. If the endorsement to the Commitment includes any additional requirements in Schedule B, Section I, or any new exceptions in Schedule B, Section II, that are not caused by Purchaser and are not already Permitted Exceptions, then Purchaser shall notify Seller in writing specifying such new title defect ("**New Title Defect**"). Seller shall have a period of **thirty (30) days** following the receipt of such notice from Purchaser to notify Purchaser of its intent cure any New Title Defect. If Seller elects to cure any new Title Defect, such cure shall be at Seller's sole cost and expense, and, if necessary, the Closing date shall be extended so that Seller can attempt to cure the New Title Defect as provided above. If Seller refuses or fails to cure any New Title Defect within said **thirty (30) day period**, then Purchaser shall elect, by written notice to Seller delivered at or prior to Closing, to: (i) terminate this Agreement; or (ii) waive the New Title Defect and accept the title as it then is without setoff or reduction in the Purchase Price.

5.3 **Survey.** Purchaser at Purchaser's expense shall order a boundary survey of the Property within **twenty (20) days** of the Effective Date (the "**Survey**"), prepared by a licensed Florida registered land surveyor selected by Purchaser (in Purchaser's sole discretion) in accordance with the minimum technical requirements and standards promulgated by the Florida Board of Professional Surveyor and Mappers in Rule 5J-17, Florida Administrative Code, and Section 472.027, Florida Statutes. The Survey, shall be in the form required by the Title Company to delete the standard survey exception in the Commitment and shall show all improvements, setbacks, easements, encroachments, or overlaps on the Property and all matters affecting title which are capable of being shown on the Survey and are set forth on Schedule B, Section II, of the Commitment. The Survey shall, at a minimum, be certified to the following parties: Purchaser, Seller, and the Title Company. The draft Survey will be reviewed by the County Surveyor or their

subordinate and Seller. Seller shall provide its comments to Purchaser within **ten (10) days** of receipt of draft Survey by Seller. Comments and or proposed revisions and Seller's comments will be given to the consultant before finalizing. Upon Purchaser and Seller's approval of the Survey, the same shall be and constitute the Survey for purposes of this Agreement. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to Purchaser, in its sole discretion, then Purchaser may, in its sole discretion, deliver to Seller written notice of same within the Objection Period and the same shall be treated as "Objections," as defined herein. The legal description of the Property set forth on the Survey shall be utilized in the documents of conveyance and in the Owner's Title Insurance Policy to be issued to Purchaser hereunder.

5.4 **Environmental Due Diligence.** Purchaser, at Purchaser's expense, shall perform its environmental due diligence as described in **Exhibit A,** attached hereto and incorporated herein by this reference. The Environmental Due Diligence, set forth in **Exhibit A**, is a material condition of this Agreement.

5.5 **Property Investigation**. Purchaser at Purchaser's expense will investigate the physical, legal, and economic feasibility of acquiring, owning, improving, developing, using, occupying, operating, and maintaining the Property for Purchaser's intended uses including, without limitation, investigation of all applicable building, zoning, environmental, and other codes, ordinances, statutes, laws, rules, and regulations affecting the Property, stormwater management, zoning, and development standards, impact and development fees, drainage conditions, soils, other environmental factors, sewer and water utility capacity and availability factors, concurrency, moratoriums, entitlements, and any other factors whatsoever considered appropriate by Purchaser, in its sole and absolute discretion, to determine overall project feasibility.

6. **Rights and Responsibilities During Due Diligence**.

6.1 **Right to Access the Property**. For the purposes of conducting its due diligence, Purchaser shall have the right, both during the Due Diligence Period, and at all other times that this Agreement is in effect, during normal business hours, to personally or through its agents, employees, and independent contractors, to enter upon the Property (including any buildings, structures, or other improvements located thereon) for the purposes of inspecting the Property (including any buildings, structures, or other improvements located thereon), making additional surveys, soil tests, environmental tests, test borings, topographical studies, and conducting such other investigations of the Property (including any buildings, structures, or other improvements located thereon), which Purchaser deems appropriate, in Purchaser's sole and absolute discretion.

Notwithstanding the foregoing, prior to any entry pursuant to this Section 6.1 upon the Property, Purchaser shall provide Seller with reasonable prior notice of any intended entry so that Seller may arrange to provide Purchaser (and/or Purchasers' agents, employees, and independent contractors) access and to have a representative present during any time that Purchaser has entered upon the Property; notwithstanding the notice provisions of Section 12 below, the "prior notice" required by this Section 6.1 need not be in writing, may be provided by Purchaser to Seller's representative:

NAME William J. Wolf

PHONE 239-825-5755

EMAIL bwolf@wmgdevelopment.com

and shall be considered "reasonable prior notice" if it is provided not less than 48 hours prior to Purchaser's intended entry. Purchaser shall also have the right to meet and consult with Seller's consultants with information relative to the Property, or development matters related thereto, for the sole purpose of Purchaser's proposed acquisition and development of the Property.

6.2 **Remediation**. Upon termination of this Agreement, Purchaser shall, at its cost, promptly repair any material damage to the Property caused by its entry thereon and restore the same to substantially the same condition in which it existed prior to such entry.

6.3 **Due Diligence Documents**. If Purchaser terminates this Agreement, upon such termination, Purchaser shall, at no cost to Seller, promptly deliver to Seller all documents, reports and plans Purchaser obtained in connection with its investigation of the Property (collectively the "**Due Diligence Documents**"). Purchaser will provide the Due Diligence Documents to Seller without any representations or warranties and Seller shall rely on the information at its own risk and indemnify and hold harmless Purchaser and Purchaser's consultants in connection with the preparation of the Due Diligence Documents. The foregoing obligation of the Purchaser shall survive termination of this Agreement.

6.4 **Indemnification**. Purchaser, to the extent permitted by Section 768.28 of the Florida Statutes, agrees to indemnify and hold harmless Seller for any damage or injury that may occur on the Property attributable to Purchaser's own negligent acts or omissions or those of its officials and employees acting within the scope of their employment. The foregoing shall not constitute an agreement by Purchaser to assume any liability for the acts, omissions, and/or negligence of any other party or person. Nothing in this Agreement is intended to act as a waiver of the Purchaser's sovereign immunity pursuant to Section 768.28 of the Florida Statutes, and, notwithstanding anything in this Agreement to the contrary, under no circumstances shall Purchaser be liable to Seller under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against Purchaser related to this Agreement and are not confined to tort liability. Purchaser shall cause its consultants, contractors, and agents entering the Property to maintain, commercially reasonable insurance coverage for activities conducted on the Property, including commercial general liability insurance, in such amounts as are customary for similar activities, in accordance with current Orange County Insurance Requirements. To the extent permitted by applicable law, Purchaser shall require its consultants, contractors, and agents

entering the Property to be responsible for their acts and omissions and to maintain appropriate insurance coverage for their activities.

6.5 **Extension to Due Diligence Period**. If the Environmental Survey reveals any Environmental Exceptions (as defined in **Exhibit A**), or if any other testing performed by Purchaser reveals any condition of the Property which Purchaser deems to require further evaluation, in its sole and absolute discretion, then, upon written notice of such fact to Seller no later than **three (3) days** prior to the expiration of the Due Diligence Period, the Due Diligence Period shall be extended an additional **ninety (90) days** for further testing, provided Seller shall have the right to request reasonable documentation evidencing such fact(s) that Purchaser deems to require further evaluation. If the Environmental Survey or other testing results are unacceptable to Purchaser, then Purchaser may, in Purchaser's sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Due Diligence Period (as it may be extended in accordance with the preceding sentence).

6.6 **Purchaser's Right to Terminate**. In the event Purchaser determines, in its sole and absolute discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible for Purchaser to acquire the Property – or that Purchaser is not satisfied with any other matter (including without limitation those other matters set forth in Section 5 above or any other matter(s) which Purchaser deems relevant) – then, in such event, Purchaser may, in Purchaser's sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Due Diligence Period. In the event the Purchaser fails to provide notice of termination by the expiration of the Due Diligence Period or any extension thereof, Purchaser shall be deemed to have waived its right to terminate the Agreement pursuant to this Section.

6.7 After the Effective Date (and until this Agreement is terminated, if ever), Seller shall not change or cause the physical condition of the Property to change relative to its condition on the Effective Date, absent the prior written consent of Purchaser to any such change, which consent shall not be unreasonably withheld, conditioned or delayed.

7. **Closing**.

7.1 Unless otherwise agreed in writing between Purchaser and Seller, the closing of the purchase and sale of the Property contemplated herein ("**Closing**") shall be a "mail away" closing and all documents and funds necessary for Closing shall be received by the Closing Agent on or before **thirty (30) days** after the expiration of the Due Diligence Period (the "**Closing Date**") (except to the extent that the Closing Date is extended by other provisions of this Agreement). Notwithstanding the foregoing, in the event the Closing Date falls between November 1 and December 31, the parties shall mutually agree on a Closing Date outside of such period.

7.2 At Closing:

7.2.1 Purchaser shall remit to the Closing Agent by wire transfer the Purchase Price, subject to the adjustments and prorations herein provided, and plus the Purchaser's expenses, if any, herein provided.

7.2.2 Seller shall execute and deliver to Purchaser a special warranty deed (a "**Deed**") in substantially the same form attached to this agreement as **Exhibit B**, incorporated herein by reference, conveying, in accordance with all applicable laws and ordinances, indefeasible fee simple title to the Property free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever except for the Permitted Exceptions. The Deed shall also expressly transfer: (i) all tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property; (ii) all improvements, buildings, and fixtures, if any, situated in, over, under, on, upon, through, or across the Property; (iii) all of Seller's rights, titles, and interests in and to any streets, roads, avenues, alleys, or rights-of-way in front of, adjoining, and/or along the boundaries of the Property, whether public or private, whether dedicated or otherwise, and whether before or after vacation thereof and whether previously abandoned or vacated or hereafter abandoned or vacated; (iv) all of Seller's rights, titles, and interests in and to any strips, hiatuses, gores, gaps, or boundary adjustment areas adjoining or affecting the Property; (v) all of Seller's rights, titles, and interests in and to any body of water situated on, under, or adjacent to such Property; and (vi) any and all riparian and other water rights relating to such Property.

7.2.3 Seller shall execute and deliver to Purchaser a Bill of Sale (the "**Bill of Sale**," in substantially the same form as attached as **Exhibit C**, incorporated herein by reference) pursuant to which Seller shall transfer, assign, and convey to Purchaser without warranty or representation (but only to the extent Seller may transfer, assign, and convey and only to the extent related to the Property), for no additional consideration, all of Seller's rights, titles, and interests in and to any and all personal property that is located over, under, on, upon, through, across the Property as of the Closing Date (the "**Personal Property**"). However, at Purchaser's election, the Bill of Sale may include all such Personal Property, or only those items of Personal Property that Purchaser requests be transferred, assigned, and conveyed to Purchaser at Closing.

7.2.4 Seller shall execute and deliver to Purchaser an Assignment of Intangible Property and Development Rights and Entitlements (the "**Assignment**," in substantially the same form as attached as **Exhibit D**, incorporated herein by reference) pursuant to which Seller shall transfer, assign, and convey to Purchaser without warranty or representation (but only to the extent Seller may transfer, assign, and convey, and only to the extent related to the Property), for no additional consideration, all of Seller's rights, titles, and interests in and to: (i) all permits, approvals, authorizations, licenses, and development entitlements, including without limitation all transferrable development rights issued to or for the benefit of the Property (including without limitation development approvals, if any, obtained by Purchaser) (collectively, "**Permits**"); (ii) all Warranties; and (iii) all subdivision, site, master drainage, infrastructure, engineering, and construction plans to the extent applicable to the Property, whether or not approved by governmental agencies (collectively, "**Plans**"). However, at Purchaser's election, the Assignment may include all Permits, Warranties, and Plans, or only those Permits, Warranties, and Plans that Purchaser requests be transferred, assigned, and conveyed to Purchaser at Closing.

7.2.5 Seller shall also execute and deliver, in such form reasonably acceptable to Purchaser, Seller, and the Title Company, as applicable:

(a) a closing statement;

(b) an affidavit and/or such other instruments as shall be required for Seller to comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership;

(c) an owner's affidavit in the form required by the Title Company to delete the standard exceptions on an owner's title policy;

(d) a non-foreign person affidavit pursuant to Section 1445(b)(2) of the Internal Revenue Code; and

(e) any other documents and/or instruments reasonably necessary to transfer title to Purchaser, as required by the title company issuing the title insurance policy and consistent with the terms of this Agreement, including but not limited to affidavits, corrective instruments, or powers of attorney, and

(f) copies of such documents, resolutions, and other instruments as may be reasonably required by Purchaser and/or the Title Company, in form acceptable to Purchaser, Seller, and the Title Company, to evidence the authority of the person signing the Deed and other documents to convey the Property to Purchaser in accordance with this Agreement.

7.2.6 Purchaser shall also execute and deliver, in such form reasonably acceptable to Purchaser, Seller, and the Title Company, as applicable, a closing statement, and such other documents as necessary or reasonably required by the Seller and/or the Title Company.

7.2.7 Ad valorem property taxes for the year of closing shall be prorated as of the Closing Date and said prorated amount, for the time period prior to Closing, shall be paid by Seller pursuant to Section 196.295, Florida Statutes. At Seller's election, Seller's share of prorated taxes may be deducted from the proceeds of sale and remitted by Purchaser or title company reasonably acceptable to Purchaser to the County Tax Collector on Seller's behalf. Unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem property taxes shall be paid in full by Seller for the year of conveyance. If, as of the Closing Date, there are any outstanding unpaid property taxes for years prior to the year of closing, then Seller shall be responsible for payment of the same, on the entirety of the tax parcels for which Purchaser is acquiring interest hereunder, the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.

7.2.8 Seller shall pay all pending, certified, confirmed, and/or ratified charges or assessments against the Property existing and due as of the day before the Closing Date. Purchaser shall pay all pending, certified, confirmed, and/or ratified charges or assessments against the Property existing and due as of the day of Closing Date.

7.2.9 Seller shall pay for the cost of recording the Deed.

7.2.10 Seller shall pay the costs of recording of any corrective instruments necessary to cure any Objections, and the costs of recording or filing of any other instruments to be recorded or filed in connection with this Agreement and/or Closing.

7.2.11 Seller shall pay for state documentary stamp tax on the Deed.

7.2.12 Seller shall pay for the closing fee, Municipal Lien Search Fee and/or other similar fee, to be paid to the Title Company and/or the Closing Agent in connection with this Agreement and/or Closing.

7.2.13 Purchaser shall pay for the Commitment and the title insurance premium for the owner's policy for the Property (and any endorsements thereto).

7.2.14 Purchaser shall pay, outside of Closing, for the Survey.

7.2.15 Purchaser shall pay, outside of Closing, for any expenses related to performing its due diligence investigations during the Due Diligence Period.

7.2.16 Each party shall bear its own attorney's fees and expenses in connection with Closing.

7.2.17 Seller and Purchaser shall each execute and deliver such other documents and instruments as are helpful or reasonably necessary to evidence or effectuate the transactions contemplated hereby.

7.3 Possession of the Property shall be delivered to Purchaser at Closing.

8. **Contingencies**.

8.1 **Contingencies Defined.** The Closing is contingent upon and subject to those matters specifically set forth hereinafter in this Section 8.1 (the "**Contingencies**"):

8.1.1 **Title Cures**. At or before Closing, Seller shall have cured all Objections that Seller agreed to cure pursuant to Section 5.2.1 above. Without limiting the foregoing, Seller shall have delivered to Purchaser and/or Title Company, as applicable, in recordable form, if applicable, all instruments necessary to convey clear title to the Property subject to the Permitted Exceptions.

8.1.2 **Marked-Up Commitment**. At or before Closing, Title Company shall have provided Purchaser with a "marked-up" version of the Commitment unconditionally obligating Title Company to issue an owner's policy to Purchaser in the condition required by this Agreement.

8.1.3 **Termination of Leases**. Seller shall not have entered into any recorded or unrecorded licenses, leases, or other occupancy or use agreements of any kind or nature affecting all or any portion of the Property ("**Leases**") after the Effective Date. Unless otherwise

consented to in writing by Purchaser, any leases affecting all or any portion of the Property and in effect as of the Effective Date shall have been terminated by Seller, at no cost or expense to Purchaser, before the Closing Date, and any person(s) in possession of all or any part of the Property at any time prior to the Closing Date, shall have physically vacated the Property, and shall have removed all personal property (other than the fixtures constituting part of the Property) from the Property, before the Closing Date. As of the morning of the Closing Date, there shall be no person in possession of any part of the Property, other than Seller, such that, following Closing, there shall be no person is possession of any part of the Property, other than Purchaser. At or before Closing, Seller shall provide reasonable and sufficient proof to Purchaser and Title Company of Seller's compliance with this paragraph. If requested by Purchaser, Seller shall allow Purchaser to conduct a walk-through inspection of the Property, within the **five (5) business days** prior to Closing, to ensure Seller's compliance with this paragraph.

8.1.4 **Termination of Service Contracts**. Any and all Service Contracts, any leases affecting all or any portion of the Property, whether existing as of the Effective Date or entered into by Seller after the Effective Date, shall have been terminated by Seller, at no cost or expense to Purchaser, before the Closing Date. At or before Closing, Seller shall provide reasonable and sufficient proof to Purchaser and Title Company of Seller's compliance with this paragraph.

8.2 **Waiver of Contingencies**. Any Contingency may be waived, lessened, or otherwise removed from this Agreement by Purchaser at any time by delivery of written notification from Purchaser to Seller.

8.3 **Effect of Failure of Contingency**. If all Contingencies have not been satisfied (by the person responsible for the satisfaction of the same) or waived in writing by Purchaser on or before the Closing Date (or on or before such earlier date as may be specified for the satisfaction of any particular Contingency in Section 8.1 above), then this Agreement shall automatically terminate and be of no further force or effect.

8.4 **Mutual Extension of the Closing Date**. In the event that any (or all) of the Contingencies are not satisfied on or before the Closing Date, then the Parties by mutual agreement may (but shall not be required to) extend the Closing Date through one or more written extensions executed by Purchaser and Seller; provided, however, in no event shall the Closing Date be extended to a time later than **forty-five (45) days** from the end of the Due Diligence Period (or as such period may be extended).

9. **Seller's Representations and Warranties**.

9.1 Seller hereby represents and warrants to Purchaser that each of the following are true and correct as of the Effective Date, and that each of the following shall be true and correct as of the Closing Date as if such representations and warranties were made again on the Closing Date;

9.1.1 This Agreement constitutes a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

9.1.2 The execution and delivery of all instruments and documents required hereunder to be obtained or authorized by Seller in order to consummate this transaction have been or will be obtained and authorized as so required.

9.1.3 To Seller's actual knowledge, there are no outstanding state or federal tax liens, claims, or demands against Seller that constitute or will constitute a lien against the Property.

9.1.4 To Seller's actual knowledge, the Property is not any type of security or collateral for any obligation – other than matters of public record that will be reflected on the Commitment.

9.1.5 To Seller's actual knowledge, Seller is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement that affects any portion of the Property.

9.1.6 To Seller's knowledge, there are no currently pending or threatened actions, suits, claims, demands, or proceedings of any kind or nature, legal or equitable, affecting the Property or any portion thereof.

9.1.7 To Seller's knowledge without investigation, there are no recorded or unrecorded liens, special assessments, easements, reservations, restrictions, covenants, or encumbrances affecting the Property – other than matters of public record that will be reflected on the Commitment and any agriculture-related leases that will be terminated by Seller prior to Closing.

9.1.8 After the Effective Date, Seller shall not convey, transfer, or encumber the Property, take any action to cause the Property to be conveyed, transferred, or encumbered, or grant any interest in the Property to any person or entity other than to Purchaser as contemplated in this Agreement.

9.1.9 Except as to any agriculture-related leases that will be terminated by Seller prior to Closing, to Seller's actual knowledge, the Property is not subject to any recorded or unrecorded licenses, leases, or other occupancy or use agreements of any kind or nature.

9.1.10 To Seller's actual knowledge, there is no person in possession of the Property, other than Seller and other than pursuant to any agriculture-related leases that will be terminated by Seller prior to Closing.

9.1.11 To Seller's actual knowledge, there are no other persons or entities known to Seller who have any rights to acquire the Property or have any rights or claims therein or thereto or for any portion of either – other than matters of public record that will be reflected on the Commitment and other than pursuant to any agriculture-related leases that will be terminated by Seller prior to Closing.

9.1.12 Except as otherwise disclosed in the Seller's Documents, to Seller's actual knowledge, there presently does not exist and there has never existed on, above, or under

the Property any Hazardous Material, and, to Seller's actual knowledge, neither Seller, nor any other person, has ever caused or permitted any Hazardous Materials to be placed, held, located, or disposed of, on, under, or at the Property or any part thereof. To Seller's actual knowledge, no part of the Property has ever been used as a manufacturing, storage, or dumpsite for Hazardous Materials, nor is any part of the Property affected by any Hazardous Materials Contamination.

(a) "**Hazardous Materials**" shall mean: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and the Superfund Amendments and Reorganization Act of 1986, as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) petroleum, petroleum by-products or petroleum constituents; (f) any substance the presence of which is prohibited by any governmental requirement; and (g) any other substance which by any governmental requirement requires special handling in its collection, storage, treatment or disposal, in quantities that are prohibited or regulated by any federal, state, or local law related to the protection of human health or the environment.

(b) "**Hazardous Materials Contamination**" shall mean the contamination (whether presently existing or hereafter occurring) of any improvements, facilities, soil, ground water, ambient air, subsurface strata, biota, or other elements on, or of, the Property by Hazardous Materials, or the contamination of any improvements, facilities, soil, ground water, ambient air, subsurface strata, biota, or other elements on, or of, any other property as a result of Hazardous Materials emanating from the Property.

9.1.13 To Seller's actual knowledge, there are no wells, drilling holes, wellheads, or underground storage tanks located on the Property, and no portion of the Property has ever been used for a cemetery/burial site, garbage dump, landfill, or service station or other business selling petroleum or petroleum products.

9.1.14 Seller has received no written notification and, to Seller's actual knowledge, has received no other notification from any individual, corporation, governmental agency, bureau, or authority which pertains to or concerns a violation or suspected violation of any environmental or ecological law or regulation relating to the Property.

9.1.15 Seller will notify Purchaser promptly of any occurrence, notification, or variation in the representations or warranties contained herein.

9.2 The failure of any of the representations, warranties, or covenants contained in Section 9.1 to be true and correct on the Effective Date and on the Closing Date shall entitle Purchaser to elect, no later than the Closing Date, to either: (a) waive such condition and close without adjustment to the Purchase Price;(b) terminate this Agreement whereupon neither party shall have any further obligation hereunder except for any obligations that expressly survive such termination; or (c) if Seller has taken any action or failed to take any action that intentionally caused any of its representations, warranties or covenants to be untrue on the Effective Date or on

the Closing Date, then, subject to Section 11 below (including the notice and cure provisions set forth therein), Purchaser may pursue the remedies available to it under this Agreement for a default by Seller.

9.3 For purposes of this Agreement whenever the phrase "to Seller's actual knowledge" or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of **Jonathan Brumleve, as the Chief Financial Officer of WMG Development, LLC, a foreign limited liability company**, without any investigation or inquiry. Purchaser hereby acknowledges and agrees that **Jonathan Brumleve, as the Chief Financial Officer Development of WMG Development, LLC,** is named above solely for the purpose of defining the scope of Seller's actual knowledge and not for the purpose of imposing any liability on or creating any duties running from **Jonathan Brumleve, as the Chief Financial Officer Development of WMG Development, LLC,** to Purchaser. Purchaser covenants that Purchaser will bring no action of any kind, character or nature against **Jonathan Brumleve, as the Chief Financial Officer of WMG Development, LLC,** or any other member, manager, director, officer or affiliate of Seller, arising out of any of the representations and warranties made herein by Seller. In no event shall **Jonathan Brumleve, as the Chief Financial Officer of WMG Development, LLC,** be personally liable for a breach of any representation, warranty or covenant made herein or otherwise.

10. **Brokers and Commission**.

10.1 Seller is not represented by a broker in this transaction.

10.2 Purchaser is not represented by a broker in this transaction.

11. **Default and Remedies**.

11.1 In the event either party fails to comply with or perform any of the conditions, covenants, or agreements contained in this Agreement and prior to the exercise of the rights hereinafter provided to either party, the breaching party shall be entitled to written notice of the specific non-compliance, breach, or other problem and to **ten (10) days** after the receipt of that written notice in which to cure said non-compliance, breach, or other problem, except the parties shall only have **three (3) days** to cure a failure to timely close the transaction contemplated hereby. If such non-compliance, breach, or other problem is not corrected within the applicable period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth.

11.2 In the event of a default by Seller, then Purchaser, as Purchaser's sole and exclusive remedy, may, at Purchaser's election terminate this Agreement by written notice to Seller and the parties shall have no further rights or obligations hereunder, except for those rights and obligations which expressly survive termination of this Agreement.

11.3 In the event of a default by Purchaser, then Seller, as Seller's sole and exclusive remedy, shall be entitled to terminate this Agreement by written notice to Purchaser and the parties shall have no further rights or obligations hereunder, except for those rights and obligations which expressly survive termination of this Agreement.

11.4 Except as otherwise expressly set forth in this Agreement, in no event shall either party be liable for damages in the event of a default by such party hereunder; furthermore, and notwithstanding anything in this Agreement to the contrary, in no event shall either party be liable for consequential, special, indirect, exemplary, or punitive damages in the event of a default by such party hereunder.

12. **Notices**.

12.1 Any notices which may be permitted or required under this Agreement must be in writing, sent to the appropriate notice address(es) for such party set forth below, and will be deemed delivered, whether or not actually received, when delivered by hand delivery; when deposited in the United State Mail, postage prepaid, registered or certified mail, return receipt requested; or when delivered to a guaranteed overnight delivery service, such as Federal Express, for delivery not later than the next business day.

As to Seller:	***with a copy to:***
WMG Development, LLC ATTN: Jonathan Brumleve 270 West Plant Street Suite 210 Winter Garden, FL 34787	William J. Wolf bwolf@wmgdevelopment.com
As to Purchaser:	***with a copy to:***
Orange County, Florida Real Estate Management Division Attn: Manager Physical Address: 400 E. South St., 5th Floor Orlando, Florida 32801 Mailing Address: P.O. Box 1393 Orlando, Florida 32802-1393	Orange County, Florida County Attorney's Office Attn: County Attorney 201 S. Rosalind Ave., 3rd Floor Orlando, Florida 32801

12.2 Addresses for notice may be changed by giving notice hereunder.

12.3 Notwithstanding any provisions hereof to the contrary, legal counsel for either party may provide any notice required or permitted hereunder by communication from said party's legal counsel pursuant to methods of notice permitted under this Section 12.

13. **Miscellaneous**.

13.1 **No Waiver; Rights Cumulative**. Neither the failure of either party to exercise any power or right herein provided or to insist upon strict compliance with any obligation

herein specified, nor any custom, use, or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms and provisions of this Agreement. Except as expressly limited, the terms of this Agreement, all rights, powers, and privileges conferred herein shall be cumulative with, and not restrictive of, those provided at law or in equity.

13.2 **Entire Agreement; Modification**. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and no representations, inducements, promises, or other agreements, oral, written, or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect. No amendment to this Agreement shall be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties hereto.

13.3 **Survival; Effect of Termination**. Neither this Agreement, nor any term or provision hereof, shall survive Closing hereunder, except as specifically provided herein. Upon any termination of this Agreement, the parties shall thereafter be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement.

13.4 **Binding Effect**. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns (if any).

13.5 **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document.

13.6 **Headings; Gender**. The headings inserted at the beginning of each section are for the convenience of the parties only and do not add to or subtract from the meaning and contents of each section. Words of any gender used in this Agreement should be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

13.7 **Further Assurances**. After the Effective Date, each party shall, at the request of the other party, make, execute, and deliver or obtain and deliver all such affidavits, deeds, approvals, certificates, resolutions, and other instruments and documents, and shall do or cause to be done all such other things which may be reasonably requested of such party and which may be reasonably required to effectuate the provisions and intention of this Agreement.

13.8 **Severability**. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstances shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

13.9 **Time of the Essence.** Time is of the essence of this Agreement.

13.10 **Drafting; Negotiation**. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

13.11 **No Partnership**. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

13.12 **No Third-Party Beneficiaries**. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, either as a third-party beneficiary or otherwise.

13.13 **Governing Law**. This Agreement shall be governed by, construed, and enforced under the internal laws of the State of Florida without giving effect to the rules and principles governing the conflicts of laws.

13.14 **Calculation of Time Periods**. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday. The last day of any period of time described herein shall be deemed to end at 6:00 p.m. local time in Orange County, Florida. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

13.15 **Assignment**. Neither this Agreement, nor any right or obligation of any party, may be assigned, delegated, or otherwise transferred, in whole or in part, without the express written consent of all parties.

13.16 **Attorney's Fees.** Both parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above, and regardless of whether such attorney and/or legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

13.17 **1031 Exchange**. Purchaser acknowledges that Seller may elect to consummate the sale of the Property as part of a so-called like kind exchange (an "Exchange") pursuant to §1031 of the Internal Revenue Code, as amended (the "Code"), in which case Purchaser shall, at no cost to Purchaser, cooperate with Seller in effecting such Exchange, provided that: (i) the Closing of the Property shall not be delayed or affected by reason of any Exchange; (ii) the consummation or accomplishment of any Exchange shall not be a condition precedent or condition subsequent to Seller's obligations under this Agreement; (iii) any Exchange shall be effected through a qualified intermediary and Purchaser shall not be required to take an assignment of any purchase agreement for the exchange property or be required to acquire or hold title to any

real property for purposes of consummating an Exchange involving Seller; and (iv) Seller shall pay any additional costs that would not otherwise have been incurred by Purchaser or Seller had Seller not consummated its sale through an Exchange. Nothing contained herein shall relieve Seller of its obligations under this Agreement. Purchaser's cooperation hereunder shall include, but not be limited to, Purchaser's consent and approval to Seller's assignment of its interest in this Agreement to a qualified intermediary or other third party utilized in the transaction in order to facilitate a deferred tax-free exchange of the Property by Seller, and, at Seller's option, Purchaser's agreement to receive or take title to the Property, from such qualified intermediary or other third party in connection therewith. Purchaser shall not, by this paragraph or by acquiescence to any Exchange by Seller, (1) have its rights under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to Seller that any Exchange involving Seller in fact complies with the §1031 of the Code.

13.18 **Waiver of Jury Trial**. SELLER AND PURCHASER HEREBY MUTUALLY, KNOWINGLY, VOLUNTARY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY AFFIRMATIVE DEFENSES, COUNTERCLAIMS, OR CROSS CLAIMS, BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO OR THERETO WHETHER SUCH CLAIMS OR CAUSES OF ACTION ARE KNOWN OR UNKNOWN AT THE TIME OF EXECUTION OF THIS AGREEMENT. FURTHERMORE, NONE OF THE UNDERSIGNED SHALL SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED. THIS WAIVER IS A MATERIAL INDUCEMENT FOR PURCHASER ENTERING INTO THIS AGREEMENT (OR ANY AGREEMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT) FROM, OR WITH SELLER.

13.19 **No Recording**. Neither this Agreement, nor any memorandum hereof, shall be recorded in the public records of any county.

13.20 **IRS Form 8283**. Seller agrees that the conveyance of the Property as contemplated in this Agreement does not constitute a charitable contribution pursuant to §170 of the Internal Revenue Code, as amended. Seller accepts that the County will not sign IRS Form 8283 or any other form that requires the County to acknowledge the conveyance of the Property pursuant to this Agreement as a donation. This provision shall survive Closing.

14. **Sovereign Immunity**. No provision of or in this Agreement shall be construed as a waiver of sovereign immunity or of the limits of liability by Purchaser, including their respective commissioners, officers, employees, or agents, as set forth in Section 768.28, Florida Statutes (2025).

15. **As-Is Sale**. AS A MATERIAL INDUCEMENT TO SELLER TO CONVEY THE PROPERTY, PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN "AS-IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND EXCEPT FOR THE WARRANTY OF TITLE IN THE DEED OR AS EXPRESSLY SET FORTH IN ANY OTHER DOCUMENTS EXECUTED BY SELLER AT CLOSING. IN ADDITION, PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND EXCEPT FOR THE WARRANTY OF TITLE IN THE DEED OR AS EXPRESSLY SET FORTH IN ANY OTHER DOCUMENTS EXECUTED BY SELLER AT CLOSING, SELLER HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, REGARDING THE PROPERTY. THIS PARAGRAPH SHALL SURVIVE THE CLOSING.

16. **Delegation of Authority**. The Manager or Assistant Manager of the Orange County Real Estate Management Division is hereby delegated, on behalf of Purchaser, the authority to execute all closing documents as contemplated and/or required herein (including but not limited to: assignment of intangible property and development rights and entitlements, bill of sale, settlement statement, purchaser's affidavit, lease/post-closing occupancy agreements, including issuing notices, executing amendments and terminations); execute any instruments or documents that may be required in connection with Seller's Exchange; furnish notices as contemplated herein; waive contingencies; agree to and execute extensions; or terminate this Agreement as contemplated herein.

SEE NEXT PAGES FOR SIGNATURES AND EXHIBITS

IN WITNESS WHEREOF Seller and Purchaser have caused this Agreement to be executed as of the Effective Date.

SELLER
WMG Development, LLC, a Delaware limited liability company

Signature: _____

Print Name: Jonathan Brumleve

Title: CFO

Date: 6/1/2026

PURCHASER

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

_____
Jerry L. Demings
Orange County Mayor

Date:

_____
(mm/dd/yyyy)

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY:

_____
Deputy Clerk

_____
Printed Name

EXHIBIT A

ENVIRONMENTAL DUE DILIGENCE

I. Without in any way limiting the scope of the investigations of the Property that Purchaser may undertake pursuant to the Agreement, Purchaser may obtain within the Due Diligence Period a report (an "**Environmental Survey**") by a qualified consultant or consultants, including members of Purchaser's own professional staff (the "**Consultants**"). Such Environmental Survey may include, without limitation, a report on the existing condition of the Property as it relates to the following matters, if and as applicable (all of which shall hereinafter be collectively referred to as the "**Environmental Exceptions**"):

(i) contamination of the Property by hazardous materials;
(ii) apparent violation of environmental requirements upon or associated with activities upon the Property;
(iii) the presence of any endangered or threatened species or plant life on the Property;
(iv) whether the Property has any historical or archeological significance; and/or
(v) potential incurrence of environmental damages by the owner(s) or operator(s) of the Property.

The Environmental Survey may also include, without limitation, the results of:
a) a site inspection;
b) interviews of present occupants of the Property, if any;
c) a review of public records concerning the Property and other properties in the vicinity of the Property;
d) a review of aerial photographs of the Property and other evidence of historic land uses;
e) soil and/or ground water testing and/or analysis;
f) asbestos testing and/or analysis;
g) testing and/or analysis of any other apparently applicable environmental hazard or condition; and/or
h) building inspection.

The Environmental Survey shall include (if determined by the Consultants) the estimated cost of cure and period of time required to remediate any Environmental Exceptions.

II. Subject to Section 6 of the Agreement (including, without limitation, Purchaser's indemnity and prior notice obligations set forth therein), the Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing and take such samples as may be necessary in the reasonable opinion of the Consultants to conduct the Environmental Survey.

III. Seller will, at no cost to Seller, reasonably cooperate with the Consultants and, subject to Section 5 of the Agreement, supply to the Consultants historical and operational information to the extent such is in Seller's possession and control as may be reasonably requested by the Consultants, including any notices, permits, or other written communications pertaining to possible Environmental Exceptions, and including without limitation, any studies or reports prepared by or for Seller, or furnished to Seller, or its agents or consultants, and Seller will make available to the Consultants any persons known to have knowledge of such matters. Notwithstanding the obligation to produce the documents described above, the Purchaser hereby recognizes that the Seller does not have an abundance of information in its possession.

Project: Green PLACE
Parcel: 237

EXHIBIT B
FORM OF SPECIAL WARRANTY DEED

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:
Katherine E. Ortiz, a staff employee
in the course of duty with the
Real Estate Management Division of Orange
County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Property Appraiser's Parcel Identification Number:
21-24-28-0000-00-015
21-24-28-0000-00-016
21-24-28-0000-00-021
21-24-28-5844-00-020
Instrument: 237.1
Project: Green PLACE (237)

SAMPLE

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of the date signed below, **WMG Development, LLC, a Delaware limited liability company**, whose address is 270 West Plant Street Suite 210, Winter Garden, Florida 34787, GRANTOR, and **Orange County**, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, align, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

SEE ATTACHED EXHIBIT A

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT to easements, restrictions, reservations and limitations of records, if any, and taxes accruing subsequent to December 31, 2025.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor will warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor.

Project: Green PLACE
Parcel: 237

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name.

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WMG Development, LLC,
a Delaware limited liability company

_____
Signature

By: FORM NOT FOR SIGNATURE
Jonathan Brumleve, CFO

_____
Print Name

Mailing Address: _____

City:_____ State:_____

Zip Code:_____

WITNESS #2

_____
Signature

_____
Print Name

Mailing Address:_____

City:_____ State:_____

Zip Code:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____20____, by Craig Kopko, Vice President of WMG Development, LLC, a Delaware limited liability company The individual ☐ is personally known to me or ☐ has produced _____ as identification.

FORM NOT FOR SIGNATURE

(Notary Stamp)

_____
Notary Signature

_____
Print Notary Name
Notary Public of: _____
My Commission Expires: _____

SAMPLE

Project: Green PLACE
Parcel: 237

FORM OF SPECIAL WARRANTY DEED

EXHIBIT A

(Legal Description upon Survey completion)

SAMPLE

EXHIBIT C

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **WMG Development, LLC, a Delaware limited liability company** ("**Transferor**"), whose mailing address is 270 West Plant Street, Suite 210, Winter Garden, Florida 34787, for good and valuable consideration, to them paid by **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, ("**Transferee**"), whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393, the receipt whereof is hereby acknowledged by Transferor, by these presents does hereby quit claim, convey, sell, assign, remise, release and set over unto Transferee, its successors, assigns and heirs forever, all right, title, interest, claim and demand that Transferor has in and to any and all personal property that is located over, under, on, upon, through and/or across the Property as of the Effective Date (defined below), owned by Transferor located on or at the real property described on **Exhibit A** attached hereto and made a part hereof (collectively, the "**Personal Property**").

Notwithstanding the foregoing, Transferor represents and warrants to Transferee that (i) they have not previously transferred, assigned, conveyed or encumbered the Personal Property to or for the benefit of any other party, and (ii) Transferor has no knowledge of any other party claiming or asserting an interest in the Personal Property.

IN WITNESS WHEREOF, Transferor and Transferee have executed this Bill of Sale effective as of the last date written below (the "**Effective Date**").

TRANSFEROR
WMG Development, LLC, a Delaware limited liability company

Signature: FORM NOT FOR SIGNATURE

Print Name: Jonathan Brumleve

Title: Chief Financial Officer

Date: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

[CONTINUED SIGNATURE PAGE OF BILL OF SALE]

TRANSFEREE
ORANGE COUNTY, FLORIDA,
a charter county and political subdivision of the State of Florida

Signature: FORM NOT FOR SIGNATURE

Print Name:

Title: Assistant Manager of Orange County Real Estate Management

Date: _____

SAMPLE

Project: Green PLACE
Parcel: 237

FORM OF BILL OF SALE

EXHIBIT A

(Legal Description upon Survey completion)

SAMPLE

EXHIBIT D

ASSIGNMENT OF INTANGIBLE PROPERTY AND DEVELOPMENT RIGHTS AND ENTITLEMENTS

THIS ASSIGNMENT OF INTANGIBLE PROPERTY AND DEVELOPMENT RIGHTS AND ENTITLEMENTS (this "**Assignment**") is made as of the Effective Date (defined below), by **WMG Development, LLC, a Delaware limited liability company** ("**Assignor**"), whose mailing address is 270 West Plant Street, Suite 210, Winter Garden, Florida 34787, in favor of **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("**Assignee**"), whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393.

WHEREAS, of even date herewith, Assignor has conveyed to Assignee the real property described in **Exhibit A** attached hereto (the "**Property**"); and

WHEREAS Assignor and Assignee intend that Assignor also convey to Assignee all of the Conveyed Property Rights (as hereinafter defined).

NOW, THEREFORE, Assignor, for and included as part of the consideration of the purchase price of the Property and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, hereby agrees as follows:

1. Assignor has GRANTED, BARGAINED, SOLD, CONVEYED and ASSIGNED, and by these present does hereby GRANT, BARGAIN, SELL, CONVEY and ASSIGN to Assignee all of Assignor's right, title, and interest in and to the following, but only to the extent same pertain to the Property ("**Conveyed Property Rights**") and not specifically reserved herein:

(a) all permits, approvals, authorizations, licenses, and development entitlements, including without limitation all concurrency and capacity reservations, rights, and credits and all other transferrable development rights issued to or for the benefit of the Property;

(b) all warranties, guaranties and indemnities received from third parties, and all claims, demands and causes of action against third parties, but only to the extent they are for the benefit of, and applicable to, the Property or the owner thereof, including, without limitation, any warranties, guaranties, indemnities, contractual rights, claims, demands and causes of action pertaining to the development, construction, design or completion of the Property and/or the common areas, streets, utilities or other subdivision infrastructure; and

(c) all subdivision, site, master drainage, infrastructure, engineering, and construction plans to the extent applicable to the Property, whether or not approved by governmental agencies.

TO HAVE AND TO HOLD the Conveyed Property Rights unto Assignee and Assignee's successors and assigns forever.

2. Assignor retains everything not assigned to Assignee, including but not limited to, the right to collect impact fee credits, pursuant to any separate agreements between Assignor and Assignee, relating to Assignor's conveyance of any rights-of-way to the Assignee that may be located adjacent to the Property.

3. This Assignment shall be binding on Assignor, its successors, and assigns, and shall inure to the benefit of Assignee, its successors, and assigns.

4. This Assignment does not constitute an assumption of any liability or obligation by Assignee, nor shall it be deemed to impose on Assignee any liability or obligation. This Assignment is made WITHOUT RECOURSE. Furthermore, Assignor assigns the Conveyed Property Rights only to the extent they may exist and in fact be assignable, and without any representation or warranty whatsoever.

5. Assignor and Assignee will each cooperate with each other, their employees, and agents to facilitate the purpose and intent of this Assignment including, without limitation, the providing of information and documentation that may be reasonably required for the enforcement of the rights and interests assigned hereby.

6. This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SEE NEXT PAGES FOR SIGNATURES AND EXHIBITS

SAMPLE

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the last date written below (the "**Effective Date**").

ASSIGNOR
WMG Development, LLC, a Delaware limited liability company

Signature: FORM NOT FOR SIGNATURE
_____

Print Name: Jonathan Brumleve

Title: Chief Financial Officer

Date: _____

SAMPLE

[SIGNATURES CONTINUED ON THE NEXT PAGE]

[CONTINUED SIGNATURE PAGE OF ASSIGNMENT]

ASSIGNEE
ORANGE COUNTY, FLORIDA,
a charter county and political subdivision of the State of Florida

Signature: FORM NOT FOR SIGNATURE

Print Name:

Title: Assistant Manager of Orange County Real Estate Management

Date: _____

SAMPLE

Project: Green PLACE
Parcel: 237

ASSIGNMENT OF INTANGIBLE PROPERTY AND DEVELOPMENT RIGHTS AND ENTITLEMENTS

EXHIBIT A

(Legal Description upon Survey completion)

SAMPLE