

**MUTUAL RELEASE**  
**(Purchase and Sale Agreement Executed Between the Parties on June 12, 2017, as Amended, for the Sale of Property Formerly Part of the Robert Hungerford Trust (the “PSA”))**

KNOW ALL MEN BY THESE PRESENTS that UP DEVELOPMENT COMPANY, LLC, a Florida limited liability company, and its respective past, present and future principals, agents, employees, members, partners, representatives, officers, directors, managers, shareholders, parent and affiliated entities, subsidiaries, divisions, joint ventures, predecessors, transferees, successors and assigns (“UP”), and TOWN OF EATONVILLE, ORANGE COUNTY FLORIDA, Florida municipal corporation, and its respective past, present and future employees, representatives, officers, directors, managers, predecessors, transferees, successors and assigns (“TOWN”), (UP and TOWN shall be referred to collectively as the “Parties”) respectively, and upon receipt of good and valuable consideration in the amount of \$100,000.00 paid by TOWN to UP, by way of payment to the Burr & Forman Trust Account, to be fully paid within 30 days of the full execution of this Agreement, time being of the essence, the Parties do thereafter and by these presents, fully acquit, remise and release and forever discharge each other, including their respective predecessors, successors, assigns, heirs, representatives, attorneys and agents, of and from any and all claims, suits, actions, causes of action, demands, promises, damages, debts, liabilities, losses, costs, attorneys’ fees and expenses, whether arising at law or in equity, which any of them may have had, may now have, or may hereafter have against the other(s), whether known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, liquidated or unliquidated, accrued or unaccrued, which were or could have been asserted, now or in the future by reason of any matter, cause, happening, or thing whatsoever arising out of any transactions, payments, payment obligations, agreements or any other matter related to the PSA or the Litigation, defined below. Further, within 10 days of receipt and clearance of payment of

\$100,000.00 noted above, UP shall dismiss with prejudice the litigation filed by UP against the TOWN on March 19, 2024, in the Circuit Court of the Ninth Judicial Circuit, in and for Orange County Florida, Case No.: 2024-CA-2369 (the “Litigation”).

The execution of this Mutual Release shall not constitute or be deemed to be an admission of any liability on the part of any Party to this Mutual Release. If the Parties must litigate to enforce their rights under this Mutual Release, whether arbitration, mediation, bankruptcy, appellate, civil or administrative, the prevailing party shall recover its attorneys' fees and costs from the non-prevailing party.

WHEREAS, the Mutual Release is SIGNED AND SEALED, this \_\_\_\_ day of January 2025.

<b>UP DEVELOPMENT COMPANY, LLC</b>	<b>TOWN OF EATONVILLE, ORANGE COUNTY FLORIDA</b>
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
—	—
Dated: _____	Dated: _____