

**AMENDMENT NO. ONE TO AGREEMENT**

This "Amendment No. One to Agreement" is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Village of Wellington, a political subdivision of the State of Florida, ("Village"), Acme Improvement District, a dependent special district created by the State of Florida ("Acme" and collectively with Village referred to as "Wellington") and Arcadia Infrastructure I, LLC, a Delaware limited liability company "Arcadia").

**WHEREAS**, Wellington and Arcadia entered into an Agreement dated May 10, 2024, for a master marketing agreement for the marketing and lease of properties owned by the Village of Wellington, or its dependent special district, Acme Improvement District, to develop, construct and maintain communications facilities ("Agreement"); and

**WHEREAS**, the parties hereto desire to amend the Agreement to reduce the compensation for four (4) specific locations: (1) Town Center, (2) Greenbriar Park, (3) Forest Hill Boulevard/Stribling Road, and (4) Wellington Community Park (South Shore Boulevard).

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, Wellington and Arcadia mutually agree to amend the Agreement as follows:

- 1. Section 7. Duties and Rights of Wellington; Compensation, subsection b(i) is amended as follows:

- (i) no later than the tenth (10<sup>th</sup>) day of each calendar month, Arcadia shall pay to Village an amount equal to thirty percent (30%) of the Monthly Gross Rental Revenues collected from all Carrier Leases pursuant to the applicable Option and Lease Agreement with the exception of four (4) locations: (1) Town Center, (2) Greenbriar Park, (3) Forest Hill Boulevard/Stribling Road, and (4) Wellington Community Park (South Shore Boulevard), for which the Monthly Gross Rental Revenues collected from all Carrier Leases pursuant to the applicable Option and Lease Agreement shall be equal to twenty percent (20%).

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Amendment No. One to the Agreement on the date above stated.

**Village of Wellington**

**Arcadia:**

By: \_\_\_\_\_  
Michael J. Napoleone, Mayor

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_