

## **FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT**

**THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT** (this “**Amendment**”) is made as of July 16, 2025, 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 LLC**, a Delaware limited liability company (“**Purchaser**”).

WHEREAS, 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”,

WHEREAS, Purchaser and Seller have agreed to amend the terms of the Agreement on the terms set forth in this Amendment.

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 Amendment shall have the same definitions given to them in the Agreement, unless the context clearly indicates a contrary intent.

2. **Extension of Inspection Period.** The Inspection Period, as defined in section 3.2 of the Agreement, is hereby extended and shall expire at 11:59 p.m. on September 30, 2025.

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

4. **Counterparts.** The parties may execute this 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 is as effective as executing and delivering this Amendment in the presence of the other parties to this Amendment.

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

**[SIGNATURE PAGE FOLLOWS]**

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

ATTEST: \_\_\_\_\_  
Chevelle D. Hall, Secretary

**SELLER:**

**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 LLC,**  
a Delaware limited liability company

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