GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of this	day of
2025 (the "Effective Date") by and among WELLINGTON NATIONAL HOLDINGS, LLC, a	a Florida limited
liability company, ("LESSOR") and VILLAGE OF WELLINGTON, a political subdivision of the State of Florida	ı (" <u>LESSEE</u> ").

Recitals

- A. WHEREAS, LESSOR is the owner of the following described property located at 310 Flying Cow Road, Village of Wellington, Palm Beach County, State of Florida, a legal description of which is set forth in **Exhibit "A"** hereto (the "<u>Property</u>"); and
- B. WHEREAS, LESSEE desires to lease certain ground space on the Property for the construction and placement of equipment, structures, and a communications tower for the purpose of establishing, and maintaining a wireless communications facility for the use of LESSEE's subtenants, licensees, and residents, which facility includes a tower, equipment shelter(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the "Telecommunications Facilities").

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows.

- 1. The above recitals are true and correct and are incorporated herein by reference.
- 2. <u>Premises.</u> Subject to the following terms and conditions, LESSOR leases to LESSEE and LESSEE leases from LESSOR certain ground space located on the Property sufficient for the construction, operation, and maintenance of LESSEE's Telecommunications Facilities, together with all necessary easements for access, egress and utilities, as generally described in this Agreement and depicted on the site plan/drawing attached hereto as <u>Exhibit "B"</u> (collectively referred to hereinafter as the "<u>Leased Premises</u>"). The Leased Premises, located at 310 Flying Cow Road, Wellington, Florida, is comprised of approximately Three Thousand Six Hundred (3600) square feet of ground space in a parcel 60x 60 feet in dimension.
- 3. <u>Permitted Use.</u> (a) The Leased Premises may be used by LESSEE for, among other things, the construction, operation, maintenance, repair and/or replacement of related facilities, towers, buildings, antennas, equipment, and related activities for the transmission and reception of radio communication signals by LESSEE's subtenants (the "<u>Permitted Use</u>"). Notwithstanding anything in this Agreement to the contrary, no tower exceeding one hundred fifty feet (150') in height, excluding lightning rod, shall be constructed on the Leased Premises without the LESSOR'S prior written consent.
- (b) LESSEE or LESSEE's subtenant(s) shall, at its expense, obtain any and all certifications, licenses, variances, permits, conditional use permits or authorizations required for the contemplated use of the Leased Premises from all applicable federal, state, local government and/or regulatory entities (the "Governmental Approvals"). LESSOR agrees to cooperate with LESSEE and/or LESSEE's subtenant, at LESSEE's subtenant's expense, in obtaining Governmental Approvals by: (i) allowing LESSEE and/or its subtenant to obtain Governmental Approvals and file such applications, letters and/or documents for zoning and/or building permits as are deemed necessary or appropriate by LESSEE and/or its subtenant in connection with its use of the Leased Premises; (ii) promptly executing any documents or applications as requested by LESSEE and/or its subtenant to apply for permits for the use of the Property and Leased Premises; (iii) appointing LESSEE and/or its subtenant as its agent for all conditional use permit and variance applications, including executing any documents or applications reasonably necessary thereto; (iv) authorizing LESSEE and/or its subtenant as its agent with respect to signing any zoning or building permit applications for LESSEE's subtenant's use of the Property; and (v) undertaking any other steps reasonably necessary to obtain any Governmental Approval(s) deemed necessary or appropriate by LESSEE and/or its subtenant.
- (c) LESSEE's subtenant shall perform, at its expense, title reports, RF engineering studies, surveys, soil tests, engineering procedures, environmental investigations and such other tests and reports as deemed necessary by LESSEE's subtenant to determine that LESSEE's subtenant's use of the Leased Premises will be compatible with the engineering specifications, permitted use, system design, operations and Government Approvals (the "Investigations"). LESSOR agrees to cooperate with LESSEE and/or its subtenant, at

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subtenant's expense, with respect to the Investigations by: (i) granting LESSEE and/or its subtenant a license to enter the Property and conduct the Investigations on, under and over the Property; (ii) allowing LESSEE and/or its subtenant to perform the Investigations; and (iii) undertaking any other steps as are reasonably necessary in support of such Investigations.

- (d) In addition to the provisions of Section 9 below, prior to construction of the Telecommunications Facilities, LESSEE shall have the right to immediately terminate this Agreement upon written notice to LESSOR if LESSEE deems the results of any of the studies, reports, and/or Governmental Approvals referenced in this Section 2 to be unacceptable to LESSEE in its sole discretion.
- 4. <u>Term.</u> (a) The initial term of this Agreement ("<u>Initial Term</u>") shall be five (5) years, commencing on the date of LESSEE or LESSEE's subtenant obtaining a Building Permit from the Town of Wellington and/or Palm Beach County authorizing construction of the Telecommunications Facility (the "<u>Commencement Date</u>"). LESSEE shall have the right to extend this Agreement (including all terms and conditions set forth herein) for nine (9) additional five (5) year renewal terms (each, a "<u>Renewal Term</u>"), and collectively, the "<u>Renewal Terms</u>"). Each such renewal shall occur automatically unless LESSEE sends written notice to LESSOR of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term or then-applicable Renewal Term, as the case may be. As used herein, "<u>Term</u>" means the Initial Term and any applicable Renewal Term(s). If LESSEE exercises its right to NOT automatically renew either after the Initial Term or any Renewal Term, then LESSEE shall be obligated to remove the Telecommunications Facility as provided in Section 9 below.
- (b) In the event that LESSEE exercises all of the Renewal Terms set forth in the preceding paragraph, LESSEE shall have the exclusive right for the period commencing on the last day of the final Renewal Term through the date which is six (6) months thereafter, to negotiate with LESSOR for a new lease at then-current fair market rental rates ("<u>LESSEE's Limited First Right To Negotiate</u>"). If, at the end of such six (6) month period, the parties have not reached agreement as to all of the material terms of such new lease (including, without limitation, the rent payable thereunder), then LESSEE's Limited First Right To Negotiate shall be of no further force or effect.
- 5. Rent. (a) Commencing on the Rent Commencement Date, as defined in this paragraph, LESSEE shall pay LESSOR as monthly "Rent" for the Leased Premises one half (50%) of all compensation received by LESSEE for Premises as stated in paragraph 7 of the Master Marketing Agreement dated May 10, 2023 ("MMA"), between the Village of Wellington and Arcadia Infrastructure I, LLC ("Arcadia").. The Rent shall be payable in equal monthly installments in advance on the first day of each month to LESSOR; rent for any partial month will be prorated. LESSEE must pay all Rent timely and without demand, deduction, or offset, except as required by law or this Agreement. Time is of the essence for the payment of Rent (strict compliance with Rent due dates is required). If LESSOR does not actually receive a Rent payment in the full amount at the designated place of payment by the tenth day of each month at 11:59 PM Eastern Standard Time, LESSEE will pay LESSOR for each late payment ten percent (10%) of one month's Rent. The parties agree that the late charge is based on a reasonable estimate of uncertain damages to the LESSOR that are incapable of precise calculation and result from late payment of Rent. Rent shall be sent to LESSOR at the following address, which address may be changed from time to time during the Term by written notice to LESSEE given pursuant to Section 16: 400 Binks Forest Drive, Wellington, FL 33414, or deposited electronically to LESSOR's account per information provided by LESSOR to LESSEE, or by any other means acceptable to LESSOR. As used herein, "Rent Commencement Date" means the earlier of (i) six (6) months after the Commencement Date, and (ii) the date on which LESSEE and/or its subtenant completes construction of the Telecommunications Facility at the Leased Premises.
- (b) (i) Commencing on the first (1st) anniversary of the Term of this Agreement and every anniversary thereafter during the Initial Term and any Renewal Term, the Rent due hereunder shall be adjusted to match any increase in the compensation received by LESSEE from Arcadia under the MMA, but in no event shall an annual increase be less than 102% of the prior year Rent.
- 6. <u>Interference.</u> Subject to LESSEE's rights under this Agreement including, without limitation, non-interference, LESSEE shall not use the Leased Premises in any way which interferes with the use of the Property by LESSOR or its lessees or licensees with rights in the Property prior in time to LESSEE's initial use thereof as a Telecommunications Facility. LESSOR shall not use, nor shall LESSOR permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that interferes with the operations of LESSEE. Any interference prohibited by this paragraph shall be deemed to constitute a material breach of this Agreement, and the offending party shall, upon written notice from the other, promptly cause such interference to be terminated. In the event that any such interference is not so terminated, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice to the other party.

1	7.	Construction of Improvements.	a) From time to time during the Term hereof, LESSEE and or its subtenant shall h	nave the right
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in its sole judgment and at its sole cost and expense, to construct, install, operate, maintain, replace, remove, modify, add to, upgrade, rebuild, and/or relocate any or all of the Telecommunications Facilities, subject to the limitations in subsection (b) below. Notwithstanding the fact that certain such equipment and appurtenances that are a part of the Telecommunications Facilities may be classified as fixtures under applicable law, the parties agree and acknowledge that all such equipment and appurtenances are, and shall at all times remain, the sole property of LESSEE or its subtenant(s), as the case may be, and that LESSEE shall have the right, but not the obligation, to remove any or all of the same during the Term of this Agreement and/or at the expiration or earlier termination hereof.

- (b) The Telecommunication Facilities shall be initially configured as generally set forth in <u>Exhibit "C,"</u> hereto (the "<u>Site Plan</u>"). LESSEE and/or its subtenant shall have the right to modify, replace, add to, upgrade, rebuild, and/or relocate the Telecommunication Facilities at any time during the Term, but shall not exceed the elevation of 160 AGL excluding lightning rod, nor exceed or relocate from the 60 X 60 dimensions of the Leased Premises.
- (c) LESSEE's subtenant(s) shall be solely responsible for the operation, maintenance, repair of, and the insurance for, the Telecommunications Facilities.
- **8.** Access. (a) As partial consideration for the Rent paid by LESSEE pursuant to this Agreement, LESSEE shall have, throughout the Term hereof, the right to access the Leased Premises over and across the Property twenty-four (24) hours per day, seven (7) days a week for the purpose of ingress, egress, operation, maintenance, replacement, and repair of the Telecommunications Facilities (LESSEE's "Access Rights") as depicted on **Exhibit "C"** (the "Access Path"). The Access Rights granted herein (i) include the nonexclusive right to enter the Property from the nearest public street and driveway, parking rights, and (ii) extend to LESSEE, its subtenant(s), their contractors, subcontractors, equipment and service providers, governmental agencies of appropriate jurisdiction, and the duly-authorized employees, inspectors, representatives, and agents of each of them over and through the Access Path.
- (b) In addition to the Access Rights set forth in the preceding paragraph, during the period that the Telecommunications Facilities are being constructed, LESSOR grants to LESSEE and its subtenants the right to temporarily use such portions of the Property and the Adjacent Property as are reasonably required for the construction and installation of the Telecommunications Facilities, including, but not necessarily limited to, (i) the right of ingress to and egress from the Property and, to the extent reasonably required, the Adjacent Property for construction machinery and related equipment, and (ii) the right to use such portions of the Property and/or Adjacent Property as are reasonably necessary for the temporary storage of construction materials and equipment during construction. As used herein, "Adjacent Property" means other real property owned by LESSOR that is contiguous to, surrounds, or in the immediate vicinity of the Leased Premises. At no time shall the storage of materials or equipment or any construction activities of LESSEE or any servicing utility company interfere with LESSOR's quiet use and enjoyment of the Adjacent Property or business operations.
- 9. <u>Utilities</u>. (a) LESSOR hereby grants to LESSEE, at LESSEE's sole cost and expense, the right to install, and, to the extent applicable, improve, upgrade, and modify utilities at the Leased Premises (including, without limitation, telephone service, telecommunications lines (including, fiber) and electricity). LESSEE shall, to the extent reasonably practicable, install separate meters or sub-meters, as the case may be, for utilities used in the operation of the Telecommunications Facilities on the Leased Premises.
- (b) As partial consideration for the Rent paid by LESSEE under this Agreement, LESSOR hereby grants to LESSEE and the servicing utility companies a nonexclusive right of way over and across the Property as necessary for the construction, installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunication Facilities, as depicted on the Site Plan attached as **Exhibit "C"**. Upon LESSEE's request, LESSOR agrees to promptly execute any and all documents necessary to evidence the rights granted to LESSEE pursuant to this paragraph including, without limitation, right-of-way and easement documents, and further grants to LESSEE an irrevocable power of attorney to execute, on LESSOR's behalf, any and all such documents.
- (c) In the event LESSEE or any subtenant desires to install a backup generator on the Leased Premises, such generator at a minimum must be water cooled with noise suppression components such that measured sound at the nearest inhabited residence from the Lease Premises shall not exceed 40 dBA when the generator is operating and 20 dBA when the generator is not operating.
- 10. <u>Default and Termination</u>. (a) In addition to other events or circumstances permitting the termination of this Agreement, this Agreement may be terminated, without any penalty or further liability, as follows: (i) by either party, upon a breach or default of any covenant or term hereof by the other party, which breach or default is not cured within thirty (30) days of the breaching party's receipt of written notice thereof from the non-breaching party; provided, however, that if efforts to cure such breach are commenced within

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such thirty (30) day period and are thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months; and further provided that the cure period for any monetary default shall be thirty (30) days from the defaulting party's receipt of the other party's written notice of payment delinquency; (ii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, in LESSEE or its subtenant's opinion, for the Telecommunications Facilities for reasons including, but not limited to, unacceptable radio signal interference and any addition, alteration, or new construction on, adjacent to, or in the vicinity of the Leased Premises and/or the Property that blocks, either partially or totally, transmission or receiving paths; (iii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental Approval that LESSEE considers to be necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to, or removal of the Telecommunications Facilities is not, in LESSEE's sole discretion, reasonably obtainable or maintainable in the future; (iv) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises cease to be economically viable as a telecommunications site (as determined by LESSEE in its sole business judgment); and (v) by LESSEE, upon thirty (30) days prior written notice to LESSOR, if any Hazardous Substance (as defined in Section 13 below) is or becomes present on the Property in violation of any Environmental Laws (as also defined in Section 13 below) to the extent that such is not caused by LESSEE. Upon any such termination, LESSEE's subtenants shall cause removal of the Telecommunications Facility within one hundred twenty (120) days of termination and restoration of the Leased Premises to its natural state as existed prior to the commencement of this Lease Agreement (including restoration of elevation/grade, return of ground material and restoration of any vegetation).

- (b) Except as expressly limited by this Agreement, a party's termination hereof as the result of a breach thereof by the other party that is not cured within the applicable period set forth in Section 9(a) shall be in addition to, and not in lieu of, any and all remedies available to the terminating party, whether at law or in equity.
- 11. <u>Condemnation</u>. If all or any part of the Leased Premises, or if all or any part of the Property underlying the Telecommunication Facilities or providing access to the Premises is taken by eminent domain or other action by governmental authority(s) of appropriate jurisdiction (each, an "<u>Act of Condemnation</u>"), and if, in LESSEE's sole discretion, such an Act(s) of Condemnation renders the Premises unusable for the Permitted Use set forth in Section 2 hereof, then LESSEE shall have the right to immediately terminate this Agreement upon written notice to Lessor, and all Rent obligations (except those that accrued prior to the effective date of termination) shall cease. If LESSEE elects not to terminate this Agreement following an Act of Condemnation, then this Agreement shall continue unaffected, except that the Rent shall be reduced or abated in proportion to the actual reduction or abatement of LESSEE's use of the Leased Premises as a result of such Act of Condemnation. In the event of an Act of Condemnation (whether in whole or in part), LESSEE shall be entitled to pursue and receive the award related to the Telecommunication Facilities and any equipment and/or infrastructure owned or constructed by LESSEE that is related thereto. The terms set forth in this Section 10 shall survive the expiration or earlier termination of this Agreement.
- 12. <u>Indemnification</u>. Subject to the provisions of Section 13 below, and to the extent permitted by law, LESSEE agrees to save, defend, reimburse, indemnify and hold harmless the other party, and the other party's respective officers, employees, servants or agents from and against all claims, demands, damages, liabilities, causes of action, legal or administrative proceedings, judgments, interest, attorney's fees, costs and expenses, whether at trial or appellate levels or otherwise, relating to the acts or omissions of the party's own negligence. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that LESSEE has under Section 768.28 or any other statute. In no event shall LESSEE'S liability under this Agreement exceed the limits set forth in section 768.28, Florida Statutes. The provisions and limitations of section 768.28, Florida Statutes, as this statute may be amended from time to time, are deemed to apply to LESSEE's contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract. Nothing herein shall be construed as a waiver of LESSEE's sovereign immunity nor as its consent to be sued by third parties.

Further LESSEE shall ensure that all sub-lessees agree to defend (with counsel reasonably acceptable to LESSOR), indemnify, and hold LESSOR harmless from and against (1) any claims (including reasonable attorneys' fees, costs and expenses incurred in defending against such claims), losses, damages, and liabilities (collectively, "Claims") resulting from the negligence or willful misconduct of Sub-lessees and their subtenant(s), agents, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the "Sub-Lessee <u>Parties</u>") occurring in or about the Premises or the Property; and (2) any claims (including reasonable attorneys' fees, costs and expenses incurred in defending such claims), losses, damages and liabilities directly resulting from any litigation or administrative proceeding commenced by any third party, public or private, against LESSOR as a result

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- of (i) the proposed Permitted Use, or (ii) the proceedings before any municipality or county board associated with the Permitted Use (each, a "Permitting Challenge"); provided, however, that (a) Sub-lessee shall have the sole right to determine whether to litigate or otherwise oppose any Permitting Challenge(s) or whether to withdraw any application(s) associated therewith, and (b) such indemnification shall not apply in the case of any failure on the part of LESSOR to timely and fully perform or comply with any of the terms, provisions or conditions of this Lease. LESSOR shall defend (with counsel reasonably acceptable to LESSEE and all sub-lessees), indemnify, and hold LESSEE and all sub-lessees harmless from all Claims arising from the negligence or willful misconduct of LESSOR and LESSOR's agents, lessees, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the "LESSOR Parties") occurring in or about the Premises or the Property. The terms set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.
- 13. Hazardous Substances. LESSOR represents and warrants to LESSEE that LESSOR (a) is not presently, nor at any time in the past did LESSOR engage in or permit, and (b) has no knowledge of any other person or entity's engaging (whether past or present) or permitting (whether past or present) any operations or activities upon, or any use or occupancy of any portion of the Property (including, without limitation, the Leased Premises), for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (individually, a "Hazardous Substance" and collectively, "Hazardous Substances") regulated under any federal, state, or local law, rule, or regulation pertaining to the environment, public health or safety, or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (collectively, "Environmental Laws"). LESSOR and LESSEE each agree that they will not use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property or the Leased Premises in violation of any Environmental Law. LESSOR shall indemnify, defend, and hold harmless LESSEE and the LESSEE Parties (as defined in Section 11 above), and LESSEE shall indemnify, defend, and hold harmless LESSOR and the LESSOR Parties (as defined in Section 11 above), from and against any and all Claims (as also defined in Section 12) arising from the indemnifying party's breach of any obligation, representation, or warranty contained in this paragraph, except for Claims arising in whole or in any part out of the indemnified party's use or occupancy of the Property or the Leased Premises. The indemnification provisions set forth in this Section 12 shall survive the expiration or earlier termination of this Agreement.
- 14. <u>Insurance</u>. (a) During the Term of this Agreement, LESSEE shall, at its sole cost and expense, procure and maintain the following insurance with customary exceptions and exclusions: (i) Bodily Injury: \$1,000,000.00 for injury to any one (1) person, and \$2,000,000.00 for injury(s) sustained by more than one (1) person in any one (1) occurrence; and (ii) Property Damage: replacement cost for all of LESSEE's equipment located at the Leased Premises (collectively, the "<u>LESSEE Policies</u>"). The foregoing limits of liability may be met by a combination of primary and excess/umbrella liability coverage. LESSEE covenants and agrees that all Sublessees shall name LESSOR as an additional named insured under the Sub-Lessees Policies by additional insured endorsement provided to LESSOR before any construction commences at the Leased Premises with a copy of Sub-Lessee's certificate of insurance evidencing the coverage required hereby. Sub-Lessees shall provide updated copies of the additional insured endorsement and certificate of insurance upon LESSOR's written request. LESSEE's and all Sub-Lessee's insurance for the Leased Premises shall be primary and noncontributory.
- (b) LESSEE hereby releases and holds harmless LESSOR and the LESSOR Parties, and LESSOR hereby releases and holds harmless LESSEE and the LESSEE Parties, from and against any personal injury/death occurring at the Premises and/or the Property that results from risks insured against under any insurance policy(s) carried by such party that are in force at the time of any such injury or damage. LESSOR and LESSEE shall use commercially reasonable efforts to cause all insurance policies referenced in this Section 13 to include a waiver of subrogation against the other party with respect to any injury or damage covered under such policy. The waivers and releases in this paragraph shall not only apply as between the parties, but shall also apply to any claims under or through either party as a result of any asserted right of subrogation.
- (c) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying or writing any of the policies referenced in this Section 13 shall not be construed as a waiver of any of the provisions of this Agreement, nor shall any such insolvency, bankruptcy, or failure relieve either party from its obligations hereunder. The terms set forth in this Section 13(c) shall survive the expiration or earlier termination of this Agreement.
- 15. Taxes. LESSOR shall be responsible for all real and personal property taxes, assessments, and similar charges assessed against the

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Property and LESSOR's property thereon, and LESSEE shall be responsible, to the extent applicable, for any and all personal property taxes, assessments, and similar charges attributable to LESSEE's equipment and other property owned by LESSEE located at the Leased Premises, and LESSEE shall reimburse LESSOR for any increase in real property taxes associated with an increase in the real property assessment of LESSOR's master parcel directly resulting from the installation of the Telecommunications Facility. No sales tax is due on the Rent payable under this Lease in accordance with the exemption contained in F.S. §212.031(1)(a)(5).

- **16. Quiet Enjoyment, Title and Authority.** (a) During the Term of this Agreement, LESSEE may, provided that it is not in default hereunder beyond any applicable notice and cure period, peaceably and quietly hold and enjoy the Premises, free from disturbance from any person claiming by, through, or under LESSOR.
- (b) LESSOR covenants and warrants to LESSEE that: (i) LESSOR has full right, power, and authority to execute this Agreement; (ii) LESSOR has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to LESSEE and of record as of the date of this Agreement; and (iii) LESSOR's execution and performance of this Agreement will not violate the covenants, provisions, representations, or warranties of any mortgage, deed of trust, lease, or other agreement to which LESSOR is a party or by which LESSOR is otherwise bound.
- (c) LESSOR agrees that, during the Term of this Agreement, LESSEE will have the exclusive right to use the Leased Premises or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that that LESSOR shall not itself operate wireless transmission telecommunications facilities on the Property, or any portion thereof, nor will LESSOR grant a lease, sublease, license, or other right to use the Leased Premises, any portion thereof, or any property that is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of transmitting antenna and/or telecommunications facilities.
- 17. <u>Notices.</u> All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LESSOR and LESSEE, or to such address as may be designated in writing by either party pursuant to this Section 16:

If to LESSEE, to: Village of Wellington 12300 Forest Hill Blvd Wellington, FL 33414 Telephone: 561-791-4000 ATTN: Planning Director With a copy to: Village of Wellington 12300 Forest Hill Blvd. Wellington, FL 33414 Telephone: 561-791-4000 ATTN: Village Attorney

If to LESSOR, to:
Wellington National Holdings, LLC
400 Binks Forest Road
Wellington, FL 33414
Telephone:
Email:
ATTN:

With a copy to: Charles B. Hernicz, Esq. Hernicz Legal Services, P.L. 95102 Royal Palm Court Fernandina Beach, FL 32034 Telephone: 561-753-7511 Email: Chernicz@Herniczlegal.com

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Notice given by certified or registered mail, return receipt requested, or by reliable overnight courier shall be deemed to have been delivered on the date of receipt (or on the date receipt is refused, as the case may be) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or courier service.

- 18. Estoppel, Non-Disturbance and Attornment. (a) From time to time during the Term of this Agreement, LESSOR agrees, upon not less than ten (10) days prior written notice from LESSEE, to execute, acknowledge and deliver to LESSEE a written estoppel certificate (the "Lessor Estoppel") certifying that as of the date of the certification: (i) the Agreement is a valid and enforceable Agreement and is in full force and effect; (ii) that LESSEE is not in default under any of the terms, conditions, or covenants of the Agreement beyond or any applicable cure period or, if applicable, truthfully specifying any default by LESSEE hereunder and the cure period applicable thereto; (iii) the commencement and expiration dates of the then-current term hereof together with any remaining Renewal Term(s); (iv) the amount of the then-current rent payable under the Agreement; and (v) a true and correct copy of the Agreement and all amendments thereto shall be attached to the Lessor Estoppel.
- (b) LESSOR shall use good faith efforts to obtain for LESSEE from the holder of any mortgage and/or deed of trust now or hereafter encumbering the Property a non-disturbance and attornment agreement in a form reasonably satisfactory to LESSEE and/or its subtenant(s), which agreement shall provide that as long as LESSEE is not in default of any of its material obligations under this Agreement beyond any applicable cure period, its rights as LESSEE hereunder shall not be terminated and its access to and possession of the Leased Premises shall not be disturbed by the mortgagee or trustee, as the case may be, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.
- (c) For purposes of allowing LESSEE's subtenants to satisfy their lender's continuing rights with respect to LESSEE'S subtenants personal property on the Leased Premises, and with respect to LESSEE's subtenant(s) rights and interests under this Agreement, LESSOR agrees as follows:
- (d) LESSOR shall recognize the subleases and/or licenses of all subtenants of LESSEE on the Leased Premises, and, notwithstanding any default hereunder by LESSEE, will permit such subtenants to remain in occupancy thereof so long as such subtenant is not in default of any material obligation under its sublease/license with LESSEE beyond any applicable notice and cure period.
- 19. <u>Assignment and Subletting</u>. The parties agree and acknowledge that LESSEE shall have the right, without LESSOR'S consent, to license or sublet the Leased Premises to its subtenants and/or licensees for the purpose authorized in Section 2 of this Agreement, provided, however, that any such use by LESSEE's subtenants and licensees shall be subject to all terms and conditions of this Agreement.

20. <u>Intentionally Omitted</u>.

- 21. <u>Miscellaneous</u>. (a) This Agreement, including Exhibits A-D hereto which are hereby incorporated herein by this reference, constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior offers, negotiations, and agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and be executed by a duly authorized representative of each party.
 - (b) Intentionally omitted.
- (c) Upon the request of LESSEE, the parties shall execute the Memorandum of Lease attached hereto and incorporated herein as **Exhibit "D"** (the "Memorandum"). LESSEE shall cause the Memorandum to be recorded, at LESSEE's sole cost and expense, in the official records of the county and state in which the Leased Premises are located. Upon determination of the legal description of the Leased Premises by LESSEE (the "Leased Premises Legal Description"), LESSOR and LESSEE shall amend this Agreement and record an amendment to the Memorandum to incorporate the Leased Premises Legal Description.
- (d) Any sale or conveyance of all or any portion of the Premises shall be subject to this Agreement and LESSEE's rights hereunder.
- (e) This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to the choice of law rules thereof. Venue for any action arising from this Agreement shall be in the 15th Judicial Circuit in and for Palm Beach County, Florida.

Initials:	Lessor	Page 7 of 18
	Lessee	

The parties waive trial by jury as to any action arising from this Lease Agreement. The prevailing party in any action arising from this Lease Agreement shall be entitled to an award of reasonable attorney fees and court costs.

- (f) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- (g) This Agreement may be executed in any number of counterparts (including by facsimile or by electronic copy or transmission), each of which shall be the binding agreement of the executing party, and which, when taken together, shall constitute but one and the same instrument.
 - (h) The provisions of this Section 20 shall survive the expiration or earlier termination of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

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I	Lessee	

IN WITNESS WHEREOF, the parties have caused this Option and Ground Lease Agreement to be executed by their duly-authorized representatives as of the Effective Date set forth above.

WELLINGTON NATIONAL HOLDINGS, LLC ("LESSOR")	Signed, sealed and delivered in the presence of:
By:	Print Name:
Name:	
Title:	Print Name:
Date:	
Tax ID:	
VILLAGE OF WELLINGTON ("LESSEE")	Signed, sealed and delivered in the presence of:
By:	Print Name:
Name:	
Title:	Print Name:
Date:	

Initials: Lessor ____ Lessee ____ Page 9 of 18

EXHIBIT "A" TO GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

PCN 73-41-43-31-0100-20-000 (or 73-41-43-31-0100-60-000)

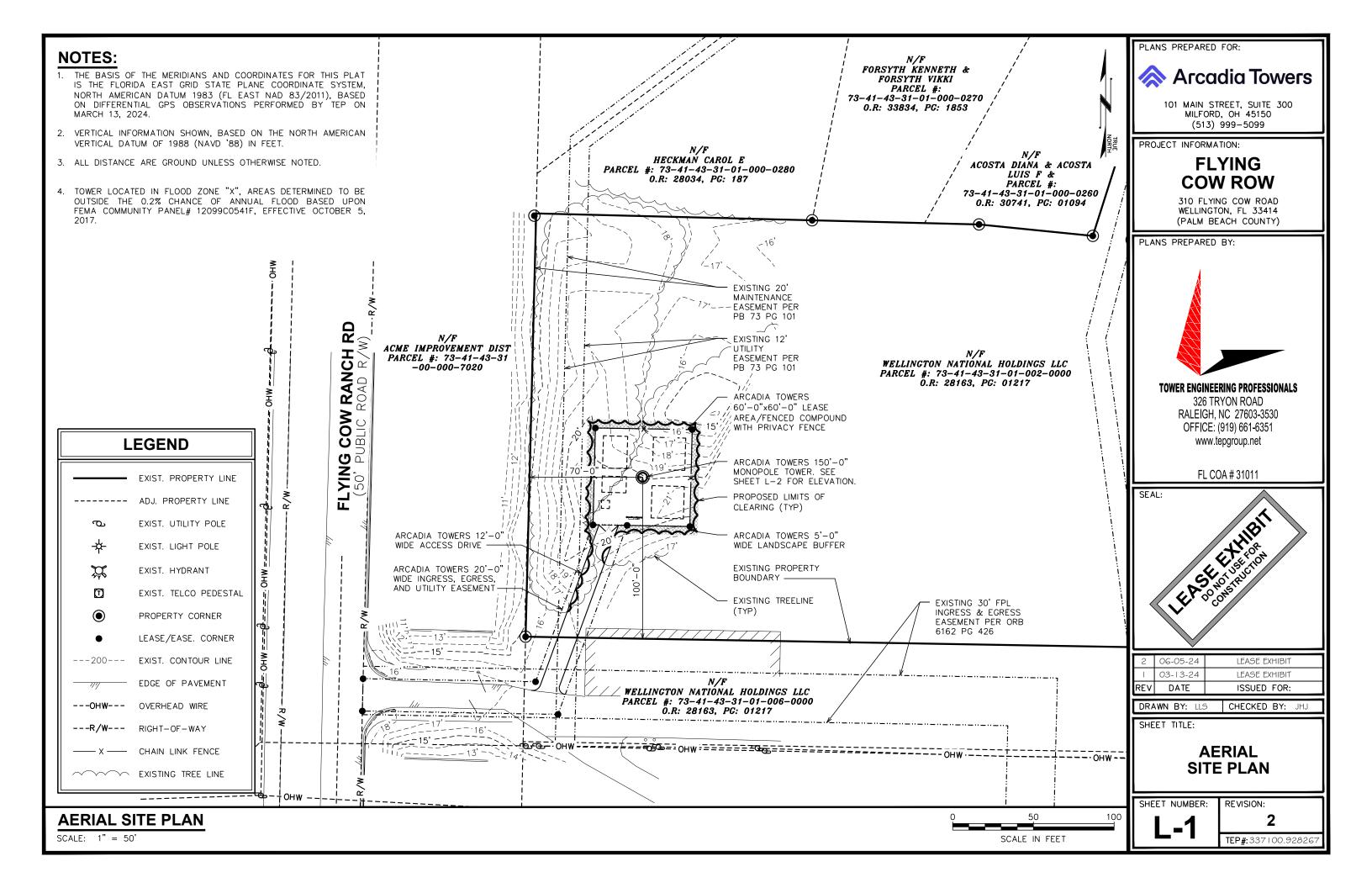
Initials: Lessor ____ Lessee ____ Page 10 of 18

EXHIBIT "B" TO OPTION AND GROUND LEASE AGREEMENT <u>DEPICTION/DESCRIPTION/SITE PLAN OF LEASED PREMISES</u>¹-

X The Leased Premises includes ground space.
Metes and bounds description of Leasehold Estate area to be inserted once a land survey has been completed
[SEE ATTACHED 3 PAGES]
¹ LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with a legal description of the Leased Premises (the " <u>Leased Premises Legal Description</u> "). Effective on the date of LESSEE's delivery of the Leased Premises Legal Description to LESSOR, such Legal Description shall replace the text of this Exhibit.

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Initials: Lessor ____ Lessee ____



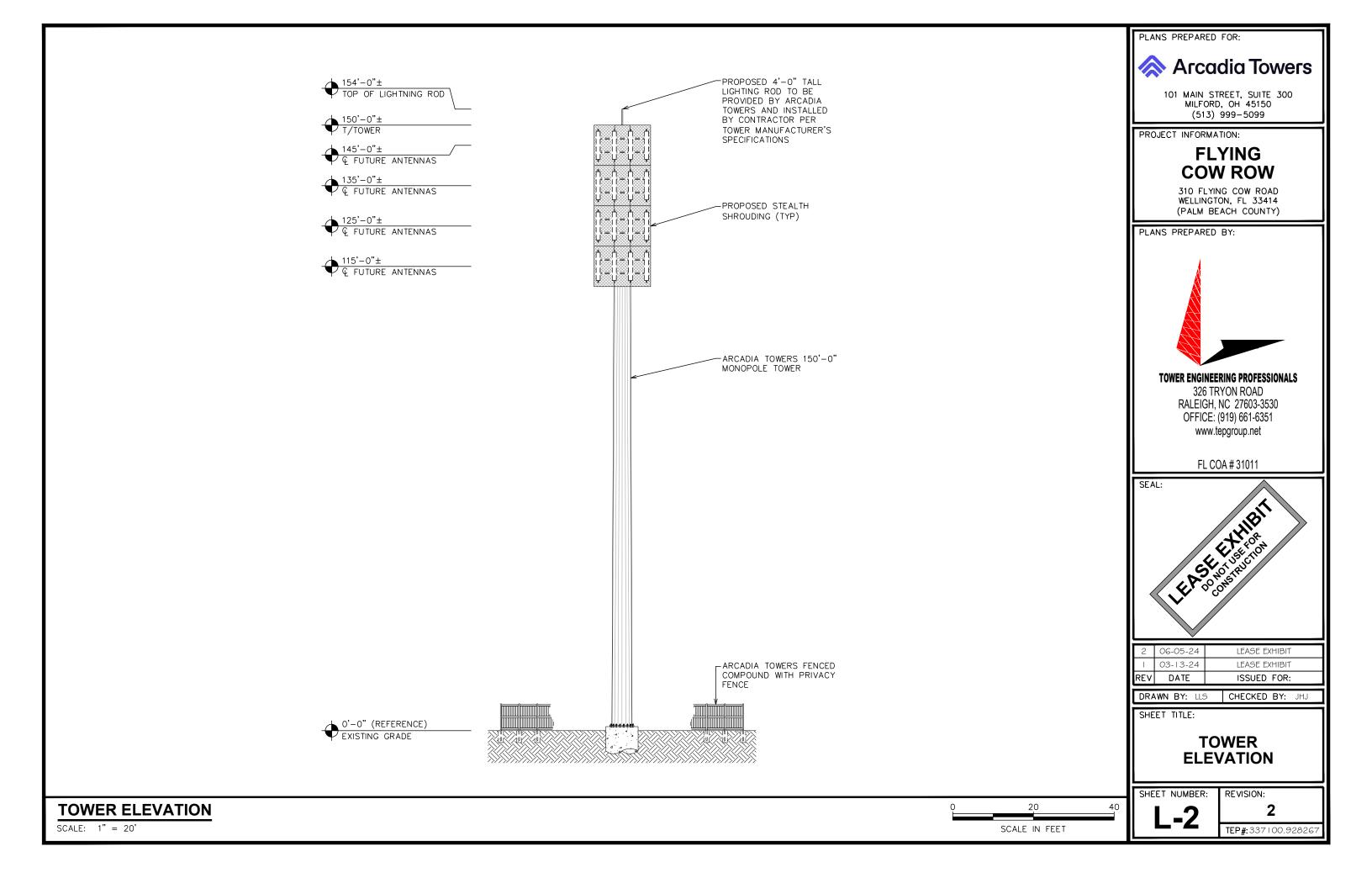


EXHIBIT "C" TO GROUND LEASE AGREEMENT

SITE	PI.	ΑÌ	V ²
OLLE	14	Δ	٠.

21.50055	
	the Term of this Agreement with an as-built site plan (the " <u>As-Built Site</u> As-Built Site Plan to LESSOR, such As-Built Site Plan shall replace the text of
Initials: Lessor	Page 12 of 18

EXHIBIT "D" TO GROUND LEASE AGREEMENT

MEMORANDUM OF LEASE

[SEE ATTACHED.]

Initials: Lessor ____ Lessee ____ Page 13 of 18

PREPARED/RECORDING REQUESTED BY:			
Record and Return to:			
Tax ID/Parcel No.: (space above for Recorder's use only)			
MEMORANDUM OF GROUND LEASE AGREEMENT			
THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT (this "Memorandum"), made and entered into on this day of, 2025 by and between WELLINGTON NATIONAL HOLDINGS, LLC, a Florida limited liability company, ("Lessor") with offices at 400 Binks Forest Road, Wellington, FL 33414 and VILLAGE OF WELLINGTON, a political subdivision of the State of Florida, ("Lessee") with offices located at 12300 Forest Hill Blvd, Wellington, FL 33414, is a record of that certain Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of, 2025. The Lease contains, among other things, the following terms:			
1. <u>Description of Property</u> . The Leased Premises are located on that certain real property described in <u>Exhibit A</u> hereto (the " <u>Property</u> ").			
2. <u>Term.</u> The " <u>Initial Term"</u> of the Lease is five (5) years beginning on the date that Lessee receives a Building Permit as provided in Section 3 of the Lease. Lessee has the right to extend the term of the Lease for nine (9) successive terms of five (5) years each (individually, a " <u>Renewal Term</u> ," and collectively, the " <u>Renewal Terms</u> "). The Initial Term and any applicable Renewal Term(s) are collectively referred to as the " <u>Term</u> ."			
3. Quiet Enjoyment. Pursuant to the Lease, Lessee has the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless			

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Initials: Lessor ____ Lessee ____ providers and/or users, Pursuant to the Lease, Lessor shall not grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by Lessor, to any other person or entity for the operation of antenna and/or telecommunications facilities.

- 4. <u>Subletting.</u> Lessee has the right, at any time during the Term of the Lease, to sublet any portion of the Leased Premises or to permit any portion of the Leased Premises to be occupied or used by its subtenants, and licensees in connection with the provision of communication services.
- 5. <u>Limited Power of Attorney</u>. LESSOR hereby grants the right to LESSEE to complete and execute on behalf of LESSOR any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
- 6. <u>Ratification of Lease; Release of Memorandum.</u> By this Memorandum, the parties: (a) intend to record a reference to the Lease; (b) hereby ratify and confirm all of the terms and conditions of the Lease; and (c) declare that the Leased Premises are subject to the Lease. Following the expiration or earlier termination of the Lease, Lessee will, upon Lessor's written request therefore, execute and deliver to the Lessor an instrument in recordable form evidencing the expiration/termination of the Lease and the release of this Memorandum.

[SIGNATURE PAGE FOLLOWS.]

Initials:	Lessor	Page 15 of 18
]	Lessee	

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Ground Lease as of the date first above written.

WELLINGTON NATIONAL HOLDINGS	,
LLC, a Florida limited liability company ("LESSOR")	Signed, sealed and delivered in the presence of
	Print Name:
By:	
Name:	
Title:	Print Name:
State of Florida	
County of Palm Beach	
On, 2024	e_, before me, the undersigned Notary Public, personally appeared of (by online notarization) who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) that he/she/they executed the same in his/he on the instrument the person(s), or the entity) is/are subscribed to the within instrument and acknowledged to metr/their authorized capacity(ies), and that by his/her/their signature(s) upon behalf of which the person(s) acted, executed the instrument. That the foregoing paragraph is true and correct.
Signature:	(Affix Notarial Seal)
Print Name:	<u> </u>
My Commission Expires:	<u> </u>
Commission No.:	<u>_</u>

Initials: Lessor ____ Lessee ____ Page 16 of 18

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Option and Ground Lease as of the date first above written.

VILLAGE OF WELLINGTON, ("LESSEE")	Signed, sealed and delivered in the presence		
	of:		
Dyn	Print Name:		
By:			
Title:	Print Name:		
State of Florida County of Palm Beach			
(by means of physical presence or of me on the basis of satisfactory evidence to instrument and acknowledged to me that he/s	before me, the undersigned Notary Public, personally appeared online notarization), who proved to be the person(s) whose name(s) is/are subscribed to the within he/they executed the same in his/her/their authorized capacity(ies) instrument the person(s), or the entity upon behalf of which the		
I certify under PENALTY OF PERJURY that	t the foregoing paragraph is true and correct.		
WITNESS my hand and official seal.			
Signature:	(Affix Notarial Seal)		
Print Name:			
My Commission Expires:			
Commission No.:			

Initials: Lessor ____ Page 17 of 18 Lessee ____

EXHIBIT "A" TO MEMORANDUM OF GROUND LEASE AGREEMENT **LEGAL DESCRIPTION OF PROPERTY**

PCN 73-41-43-31-0100-20-000 (or 73-41-43-31-0100-60-000)

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