

**AMENDMENT 1 TO SITE ACCESS AND  
CONSTRUCTION-AT-RISK LICENSE AGREEMENT**

**THIS AMENDMENT 1 TO SITE ACCESS AND CONSTRUCTION-AT-RISK LICENSE AGREEMENT** (“Amendment 1”) is made and effective this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between ACME IMPROVEMENT DISTRICT, a dependent special district of the Village of Wellington, existing under the laws of the State of Florida (“Acme”), VILLAGE OF WELLINGTON, a Florida municipality (“Wellington” and collectively with Acme “Licensor”), WELLINGTON PROPERTY OWNER LLC, a Florida limited liability company (“WPO”), and RELATED ROSS, LLC, a Delaware limited liability company (“Related” and collectively with WPO, “Licensee”).

**WHEREAS**, Licensor and Licensee executed that certain Site Access and Construction-At-Risk License Agreement dated March 14, 2026 (“Agreement”), authorizing Licensor to commence limited site preparation activities at the Property, as defined in the Agreement, including clearing, grubbing, and earthwork, in advance of the closing contemplated by the PSA, as defined in the Agreement; and

**WHEREAS**, paragraph 8 of the Agreement requires Licensee to provide an irrevocable standby letter of credit to the Licensor prior to commencing work under the Agreement; and

**WHEREAS**, the parties now wish to amend the terms of paragraph 8 of the Agreement to clarify the requirements for the letter of credit.

**NOW THEREFORE**, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Paragraph 8 of the Agreement is amended as follows:

8. **Financial Security Requirement.**

Prior to commencing work, Licensee shall provide an irrevocable standby letter of credit to the Licensor issued by a well-capitalized financial institution in the State of ~~Florida~~New York, using ISP Form 11.1, and in an amount approved by Licensor. In the event Licensor is required to make a demand for payment on the letter of credit, Licensee shall cover the reasonable travel expenses for an employee or representative of Licensor to travel to New York for such purpose. Such expenses shall be in the form of a cash bond in the amount of \$2,500 wired to Licensor within ten (10) business days from the date of this Amendment. Upon closing on the K-Park Property, the cash bond will, at Licensee’s option, either be applied as a credit to the amount required to close, or be refunded to the Licensee.

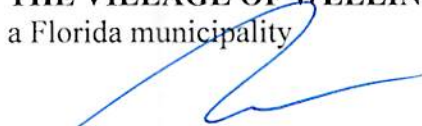
3. All terms of the Agreement not specifically modified by this Amendment 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment 1 as of the date first above written.


ATTEST:

By:   
Chevelle D. Hall, MMC, Village Clerk

**THE VILLAGE OF WELLINGTON,**  
a Florida municipality

By:   
Michael J. Napoleone, Mayor

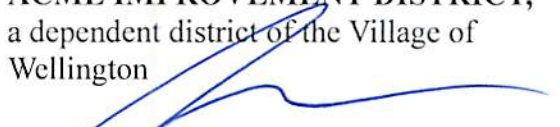
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By:   
Laurie Cohen, Village Attorney

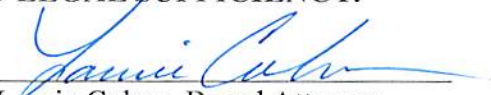
ATTEST:

By:   
Chevelle D. Hall, Board Secretary

**ACME IMPROVEMENT DISTRICT,**  
a dependent district of the Village of Wellington

By:   
Michael J. Napoleone, Board President

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By:   
Laurie Cohen, Board Attorney

**WELLINGTON PROPERTY  
OWNER, LLC,**  
a Florida limited liability company

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

**RELATED ROSS, LLC,**  
a Delaware limited liability company

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

3. All terms of the Agreement not specifically modified by this Amendment I shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment I as of the date first above written.

ATTEST:

By: \_\_\_\_\_

Chevelle D. Hall, MMC, Village Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_

Laurie Cohen, Village Attorney

ATTEST:

By: \_\_\_\_\_

Chevelle D. Hall, Board Secretary

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_

Laurie Cohen, Board Attorney

THE VILLAGE OF WELLINGTON,  
a Florida municipality

By: \_\_\_\_\_

Michael J. Napoleone, Mayor

ACME IMPROVEMENT DISTRICT,  
a dependent district of the Village of  
Wellington

By: \_\_\_\_\_

Michael J. Napoleone, Board President

WELLINGTON PROPERTY  
OWNER, LLC,  
a Florida limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RELATED ROSS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signatory