THIRD AMENDMENT TO LAND SWAP AGREEMENT

THIS THIRD AMENDMENT TO LAND SWAP AGREEMENT (this "**Amendment**") is made effective as of October 1, 2026 between **MH WELLINGTON 2023 LLC**, a Delaware limited liability company ("**Buyer**"), and **ACME IMPROVEMENT DISTRICT**, a dependent district of the Village of Wellington existing under the laws of the State of Florida ("**Seller**" and together with Buyer, the "**Parties**" and each a "**Party**"), with reference to the following:

R E C I T A LS

A. Seller and Buyer are the Parties to that certain Land Swap Agreement having an Effective Date of April 1, 2026, as amended by First Amendment to Land Swap Agreement dated effective June 1, 2026, and as amended by Second Amendment to Land Swap Agreement dated effective August 1, 2026 (as amended, the "**Agreement**"), relating to a proposed exchange of certain real property located in the Village of Wellington, Palm Beach County, Florida, as more particularly identified in the Agreement.

B. The Due Diligence Period as defined in the Agreement expired September 30, 2026.

C. The Parties hereby desire to amend the Agreement to extend the Due Diligence Period as set forth below.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the Parties agree as follows:

AGREEMENT

1. **Amended Provisions**. The Agreement is modified and amended as follows:

   a. Due Diligence Period. The definition of "**Due Diligence Period**" as provided in **Exhibit "A" Glossary of Defined Terms**, of the Agreement, is amended to read as follows:

   "**Due Diligence Period**" means the period of time commencing on the Effective Date and expiring November 30, 2026."

2. **Successors and Assigns**. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

3. **Ratification and Confirmation.** Except as provided herein, the terms and provisions of the Agreement remain unchanged and remain in full force and effect. The Agreement, as modified and amended hereby, is hereby ratified and confirmed in all respects. Seller agrees that Buyer is in full compliance with all of the terms and provisions of the Agreement, and Buyer is not in default under the Agreement, nor is there any event or condition that with the passage of time or the giving of notice, or both, would place Buyer in default under the Agreement. Buyer agrees that Seller is in full compliance with all of the terms and provisions of the Agreement, and Seller is not in default under the

Agreement, nor is there any event or condition that with the passage of time or the giving of notice, or both, would place Seller in default under the Agreement.

4. **Counterparts**. This Amendment may be executed in counterparts. Each executed counterpart of this Amendment will constitute an original document, and all executed counterparts, together, will constitute the same agreement. Documents executed pursuant to Florida Statutes §668.50 et seq. (the Florida Uniform Electronic Transaction Act) shall be binding on the sending Party when such electronic counterpart is sent to the other Party.

5. **Conflict**. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

[SIGNATURE PAGES (2) FOLLOW]

IN WITNESS WHEREOF, Seller has executed this Amendment as of the date written below.

SELLER:

Attest: _____
Chevelle D. Hall, Board Secretary

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

By: _____
Michael J. Napoleone, Board President

Signed on: October ___, 2026

Approved as to Form and Legal Sufficiency:

By: _____
Laurie Cohen, Board Attorney

Signed on: October ___, 2026

[ADDITIONAL SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Buyer has executed this Amendment as of the date below.

BUYER:

MH WELLINGTON 2023 LLC, a Delaware limited liability company

By: Jenna Ventures LLC, a Delaware limited liability company, its manager

By: _____
Name: Josh Posthuma
Title: Manager

By: _____
Name: Matiele Law
Title: Manager

Signed on: September 30, 2026

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