

**THIRD AMENDMENT TO**  
**CITY OF PORT ST. LUCIE IMPACT FEE MITIGATION AGREEMENT BETWEEN CITY OF PORT ST.**  
**LUCIE, ACCEL INTERNATIONAL HOLDINGS, INC AND ACCEL FLORIDA, LLC**

**THIS AMENDMENT** TO CITY OF PORT ST. LUCIE IMPACT FEE MITIGATION AGREEMENT ("Amendment") is executed as of the \_\_\_\_ day of March, 2025, by and among the City of Port St. Lucie, a Florida municipal corporation (the "City"), Accel International Holdings, Inc., a Florida Corporation (the "Company"), and Accel Florida, LLC, a Florida Limited Liability Company (the "Owner/Landlord").

**WITNESSETH:**

**WHEREAS**, City, Company, and Owner/Landlord entered into that certain City of Port St. Lucie Impact Fee Mitigation Agreement on December 1, 2021, (the "Agreement"), whereby Company and Owner/Landlord agreed to create one hundred twenty-five (125) new jobs in Port St. Lucie, meeting the threshold requirements set forth in section 159.509(A)(1),(4) of the City's Code of Ordinances, and remain in the City for a period of at least ten (10) years while maintaining certain job creation and salary commitments in exchange for an Economic Development Impact Fee Waiver; and

**WHEREAS**, the City, Company, and Owner entered into a first amendment to City of Port St. Lucie Impact Fee Mitigation Agreement on November 29, 2022, ("the "First Amendment"), and recorded in the Official Records of St. Lucie County, Florida in Book 4927 Page 364, whereby City, Company and Owner/Landlord agreed to modify the Job Creation Schedule contained in the ninth Whereas Clause of the Agreement to extend the dates by one year; and

**WHEREAS**, the City, Company, and Owner entered into a second amendment to City of Port St. Lucie Impact Fee Mitigation Agreement on February 26, 2024, ("the "Second Amendment"), and recorded in the Official Records of St. Lucie County, Florida in Book 5114 Page 1226, whereby City, Company and Owner/Landlord agreed to modify the Job Creation Schedule contained in the ninth Whereas Clause of the Agreement to extend the first job creation milestone to the year 2024; and

**WHEREAS**, Exhibit B of the Agreement provides the legal description for the property in which the Company's manufacturing facility is located; and

**WHEREAS**, the forty (40) acres was subdivided to facilitate the sale of a portion of the forty (40) acres from Accel Florida, LLC to Project King; and

**WHEREAS**, the parties seek a modification to the site's legal description as referenced Exhibit B; and

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, City, Company and Owner/Landlord hereby enter into this Amendment.

1. **Modified Legal Description.** The Legal Description, incorporated into the Agreement as Exhibit B, shall be modified consistent with the attached Exhibit B.

2. **Additional Terms.** This Amendment shall be incorporated into and made a part of the Agreement, and all provisions of the Agreement not expressly modified or amended hereby shall remain in full force and effect. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called “pdf” format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF PORT ST. LUCIE

\_\_\_\_\_  
Witness

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

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

Jesus Merejo

City Manager

\_\_\_\_\_  
Witness

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

STATE OF FLORIDA     )

COUNTY OF ST. LUCIE         )

The foregoing instrument was acknowledged before me **by means of** ☐ **physical presence or** ☐ **online notarization**, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Jesus Merejo, the City Manager of the City of Port St. Lucie, a Florida municipality. He is personally known to me.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed printed or stamped name of Notary Public

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Richard Berrios

City Attorney

ACCEL INTERNATIONAL HOLDINGS, INC.

[Signature]  
Witness  
Print Name: Garrick Phillips

By: [Signature]  
Tim Cummings,  
Chief Financial Officer

[Signature]  
Witness  
Print Name: Missy Fernandez

STATE OF CONNECTICUT     )  
COUNTY OF ~~NEW HAVEN~~     )  
                  Hartford

The foregoing instrument was acknowledged before me **by means of** ☒ **physical presence** or ☐ **online notarization**, on this 13<sup>th</sup> day of March, 2025, by Tim Cummings, the Chief Financial Officer of Accel International Holdings, a Florida corporation who is either personally known to me [ ] or has produced his driver's license as identification.

[Signature]  
Notary Public

Typed printed or stamped name of Notary Public

**BETH A. THURZ**  
**NOTARY PUBLIC**  
My Commission Expires Nov 30, 2027



## EXHIBIT B

### LEGAL DESCRIPTION

#### ACCEL

TRACT 1 OF THE PLAT OF SOUTHERN GROVE NO. 32, AS RECORDED IN PLAT BOOK 90, PAGE 12, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND PARCEL B OF THE PLAT OF SOUTHERN GROVE NO. 48, AS RECORDED IN PLAT BOOK 131, PAGE 7, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 1, THENCE NORTH  $71^{\circ}12'40''$  EAST, ALONG THE NORTHERLY LINE OF SAID TRACT 1 AND SAID PARCEL B, A DISTANCE OF 1532.50 FEET TO THE EAST LINE OF SAID PARCEL B; THENCE SOUTH  $18^{\circ}47'20''$  EAST, ALONG SAID EAST LINE, A DISTANCE OF 512.00 FEET TO THE SOUTH LINE OF SAID PARCEL B; THENCE SOUTH  $71^{\circ}12'40''$  WEST, ALONG SAID SOUTH LINE OF PARCEL B AND THE SOUTH LINE OF TRACT 1, A DISTANCE OF 1015.52 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 300.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $30^{\circ}00'00''$ , AN ARC DISTANCE OF 157.08 FEET TO A POINT OF TANGENCY; THENCE NORTH  $78^{\circ}47'20''$  WEST, A DISTANCE OF 188.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 240.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $27^{\circ}14'02''$ , AN ARC DISTANCE OF 114.08 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF SAID TRACT 1; THENCE SOUTH  $73^{\circ}58'38''$  WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 113.27 FEET TO THE WEST LINE OF SAID TRACT 1 (ALSO BEING THE EAST RIGHT-OF-WAY LINE OF TOM MACKIE BOULEVARD, A 100.00 FOOT-WIDE PUBLIC RIGHT-OF-WAY ACCORDING TO PLAT BOOK 77, PAGE 23, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA); THENCE NORTH  $16^{\circ}01'27''$  WEST, ALONG SAID WEST LINE, A DISTANCE OF 276.12 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1900.04 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $01^{\circ}57'06''$ , AN ARC DISTANCE OF 64.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.96 ACRES, MORE OR LESS.