

*Prepared by and when  
recorded return to:*

Elizabeth M. Jones, Esquire  
Shutts & Bowen LLP  
1100 CityPlace Tower  
525 Okeechobee Boulevard  
West Palm Beach, FL 33401  
(561) 835-8500

Tax Folio Nos.:  
portions of 4334-700-0001-000-4 and  
4334-700-0005-000-2

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed as of the 28<sup>th</sup> day of May, 2025, by **MATTAMY PALM BEACH LLC**, a Delaware limited liability company (the "**Grantor**"), whose mailing address is 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, FL 33426, to **MCM BECKER, LLC**, a Florida limited liability company (the "**Grantee**"), whose mailing address is 525 NW Lake Whitney Place, Unit 102, Port St. Lucie, FL 34986.

### WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is acknowledged, has granted, bargained, and sold to Grantee and Grantee's heirs and assigns forever, the following described real property situate, lying, and being in St. Lucie County, Florida, and legally described as follows:

See Exhibit "A" attached hereto and made a part hereof (the "**Property**").

**TOGETHER** with all easements, tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the Property, and all the estate, right, title and interest whatsoever of the Grantor in and to the Property, with the hereditaments and appurtenances to the Property.

**SUBJECT**, however, to real property taxes and assessments for the year 2025 and subsequent years; zoning and other regulatory laws and ordinances; those matters described on Exhibit "B" attached hereto ("**Existing Exceptions**"), provided, however, that nothing herein shall be deemed to reimpose any of the foregoing; and those matters listed on Exhibit "C" attached hereto ("**Additional Covenants and Restrictions**").

Grantor, as the successor "Developer" pursuant to Resolution 20-R05 by the City of Port St. Lucie adopting the Amended and Restated Development Order for the Southern Grove Development of Regional Impact, as memorialized by that Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded in Official Records Book 4372, Page 2238, Public Records of St. Lucie County, Florida, as amended from time to time (the "**Development Order**"), hereby assigns to Grantee certain

Southern Grove DRI entitlements for the development of 47,296 square feet of commercial/retail use on the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

Grantor does hereby covenant with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property, and that Grantor hereby warrants title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

MATTAMY PALM BEACH LLC, a Delaware limited liability company

Amel Adams  
Signature of Witness 1

By: [Signature]

Janel Adams  
Print name of Witness 1

K. Karl Albertson, Jr., as Vice President

Address:  
2500 Quantum Lakes Dr.  
Baynton Beach, FL 33426

Sam Niho  
Signature of Witness 2

Sam Niho  
Print name of Witness 2

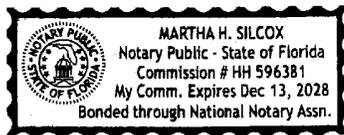
Address:  
2500 Quantum Lakes Dr. Ste 215  
Baynton Beach, FL 33426

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22nd day of May, 2025, by K. Karl Albertson, Jr., as Vice President of MATTAMY PALM BEACH LLC, a Delaware limited liability company, on behalf of the company,  who is personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Martha Silcox  
Notary Public, State of Florida  
Print Name: MARTHA SILCOX  
My commission expires: 12/13/2028  
Serial No.: 1035735

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

Parcels B and C of Tradition SG-7, according to the Plat thereof as recorded in Plat Book 133, Page(s) 7, of the Public Records of St. Lucie County, Florida

**EXHIBIT "B"**

**EXISTING EXCEPTIONS**

1. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.
2. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Southern Grove Plat No. 3, as recorded in Plat Book 61, Page(s) 17.
3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Southern Grove Replat No. 30, as recorded in Plat Book 87, Page(s) 17.
4. The terms, provisions, and conditions contained in that certain Ordinance No. 95-039, recorded in Book 981, Page 1615 of Official Records; as affected by Ordinance No. 95-039, recorded in Book 992, Page 2862 of Official Records; as affected by Ordinance No. 00-002, recorded in Book 1301, Page 2302.
5. The terms, provisions, and conditions contained in that certain Ordinance No. 99-001, recorded in Book 1203, Page 1026.
6. Easement, granted from Horizons St. Lucie Development, LLC, a Florida limited liability company to Horizons St. Lucie Grover Associates, a Florida general partnership, recorded in Book 1536, Page 1703.
7. Easement, granted from Horizons St. Lucie Development, LLC, a Florida limited liability company to Westchester Development Company, LLC, a Florida limited liability company and A. Duda & Sons, Inc., a Florida corporation, recorded in Book 1536, Page 1789.
8. Easement, granted from A. Duda And Sons, Inc., a Florida corporation to Westchester Development Company, LLC, a Florida limited liability company and Horizons St. Lucie Development, LLC, recorded in Book 1536, Page 1754.
9. Terms, provisions, and conditions contained in that certain Resolution No. 02-06, recorded in Book 1642, Page 1802.
10. Terms and conditions of the Annexation and Development Agreement between Westchester Development Company, LLC, a Florida Limited Liability Company, successor by merger to Westchester Development Company, formerly known as St. Lucie Farms, Inc.; Horizons St. Lucie Development, LLC, a Florida Limited Liability Company; Bernard A. Egan Groves, Inc., a Florida corporation; A. Duda & Sons, Inc., a Florida corporation and the City of Port St. Lucie, a Florida municipal corporation recorded in Book 1648, Page 2879.
11. Declaration of Covenants, Conditions, Restrictions and Easements, which contains provisions for a private charge or assessments, recorded in Book 2098, Page 1697 of Official Records; as affected by First Amendment to Commercial Charter for Tradition recorded in Book 2605,

Page 908; as affected by Amendment to the Commercial Charter for Tradition recorded in Book 2963, Page 369; as affected by Amended and Restated Consent to Use recorded in Book 2984, Page 2242; as affected by Amendment to Commercial Charter for Tradition recorded in Book 3017, Page 224 of Official Records; as affected by Amendment to Commercial Charter for Tradition recorded in Book 3052, Page 1102; as affected by Amendment to the Commercial Charter for Tradition recorded in Book 3161, Page 2290; as affected by Amendment to the By-Laws of The Tradition Commercial Association, Inc., a Florida corporation recorded in Book 3274, Page 846; as affected by Assignment of Founder's Rights (Tradition Commercial Charter) recorded in Book 3325, Page 1277 of Official Records; as affected by Certificate of Amendment to Commercial Charter for Tradition recorded in Book 3766, Page 637; as affected by Amendment to Commercial Charter for Tradition recorded in Book 4109, Page 2918; as affected by Certificate of Amendment to Commercial Charter for Tradition recorded in Book 4113, Page 2789 of Official Records; as affected by Assignment of Founder's Rights recorded in Book 4153, Page 969; as affected by Founder's Consent, recorded in Book 4181, Page 2085; as affected by Amendment to Commercial Charter for Tradition recorded in Book 4323, Page 1739; and by Amended and Restated Commercial Charter for Traditions as recorded in Book 4512, Page 1357; as affected by Amendment to Amended and Restated Commercial Charter for Tradition recorded in Book 4722, Page 2960, and by Supplement to Amended and Restated Commercial Charter for Tradition as recorded simultaneously herewith.

12. Terms and conditions of the Annexation Agreement between Horizons Acquisition 5, LLC, a Florida limited liability company, Horizons Acquisition 2, LLC, a Florida limited liability company, St. Lucie Associates II, LLLP, a Florida limited liability limited partnership and St. Lucie Associates III, LLLP, a Florida limited liability limited partnership, ACR Properties, LLC, a Florida limited liability company and the City of Port St. Lucie, a Florida municipal corporation recorded in Book 2137, Page 2419 of Official Records; as affected by Partial Release from Annexation Agreement recorded in Book 3036, Page 2348 of Official Records; as affected by Fifth Amendment to Annexation Agreement recorded in Book 3160, page 2856 of Official Records; as affected by Final Release recorded in Book 3254, Page 1355 of Official Records; as affected by Ordinance No. 10-17 recorded in Book 3254, Page 1362 of Official Records; as affected by Special Warranty Deed, recorded in Book 4153, Page 856.
13. The terms, provisions, and conditions contained in that certain Notice of Adoption of the Development Order for The Southern Grove Development of Regional Impact, recorded in Book 2689, Page 189 of Official Records; as affected by Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact recorded in Book 2868, Page 1267 of Official Records; as affected by Assignment of Land Use Entitlements recorded in Book 3325, Page 1285 of Official Records; as affected by Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact recorded in Book 3391, Page 940 of Official Records; as affected by Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact recorded in Book 3466, Page 342 of Official Records; as affected by Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact recorded in Book 3736, Page 440 of Official Records; as affected by Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact in Book 3826, Page 2235 of Official Records; as affected by Assignment and Assumption of Development

Rights recorded in Book 4150, Page 2734 of Official Records; as affected by Assignment and Assumption of Development Rights recorded in Book 4153, Page 873 of Official Records; as affected by Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded in Book 4372, Page 2238; and by Assignment as recorded in Book 4619, Page 2298.

14. Declaration of Covenants, Conditions and Restrictions recorded in Book 2729, Page 2344 of Official Records; as affected by First Amendment to Declaration of Restrictions recorded in Book 3124, Page 679 of Official Records; as affected by Second Amendment to Declaration of Restrictions recorded in Book 3837, Page 2609.
  
15. The terms, provisions, and conditions contained in that certain Notice of Establishment of the Southern Grove Community Development District No. 2, recorded in Book 2814, Page 1375; as affected by Notice of Establishment of the Southern Grove Community Development District No. 5A recorded in Book 2814, Page 1392; as affected by Amended and Restated District Development Interlocal Agreement recorded in Book 2983, Page 1074; as affected by City/District No. 5A Interlocal Agreement recorded in Book 3057, Page 1403; as affected by Assignment and Direction recorded in Book 3065, Page 1878; as affected by Notice of (1) Merger of Southern Grove Community Development District No. 5 into Southern Grove Community Development District 5A and (2) Change of Name of Southern Grove Community Development District No. 5A to Southern Grove Community Development District No. 5 recorded in Book 3145, Page 397; as affected by Notice of Financing Plan and Maintenance of Improvements Tradition Community Development District Nos. 1 through 10, recorded in Book 3453, Page 643; as affected by Amended and Restated District Development Interlocal Agreement recorded in Book 3517, Page 2267; as affected by Second Amended and Restated District Development Interlocal Agreement recorded in Book 3539, Page 672; as affected by Interlocal Agreement among the Port St. Lucie Community Redevelopment Agency, the City of Port St. Lucie and the Southern Grove Community Development District No. 1 recorded in Book 3628, Page 2887; as affected by Amended and Restated Notice of Public Financing and Maintenance of Improvements-Tradition Community Development District Nos. 1 through 10, recorded in Book 3684, Page 473; as affected by Lien of Record for Southern Grove Community Development District No. 5 recorded in Book 3700, Page 1882; as affected by Lien of Record for Southern Grove Community Development District No. 5 recorded in Book 3700, Page 1893; as affected by Partial Assignment of Dedications recorded in Book 3700, Page 1904; as affected by Partial Assignment of Dedications recorded in Book 3700, Page 1910; as affected by Notice of Public Financing and Maintenance of Improvements - Southern Grove Community Development District Nos. 1 through 6 recorded in Book 3708, Page 1198; as affected by Interlocal Agreement to Maintain Landscaping and Related Improvements Lying Within Certain Arterial and Collector Road Rights-of-Way-Tradition Community Development District Nos. 1-10, recorded in Book 3739, Page 622; as affected by First Amendment to Interlocal Agreement to Maintain Landscaping and Related Improvements Lying Within Certain Arterial and Collector Road Rights-of-Way-Tradition Community Development District Nos. 1-10, recorded in Book 3919, Page 679; as affected by Temporary License Agreement, recorded in Book 4232, Page 1612; as affected by Partial Assignment of Platted Interests and Granted Interests to Provide a Drainage Outfall for the Community Boulevard Drainage System within Southern Grove as recorded in Book 4287, Page 2679; as affected by Quit Claim Deed, recorded in Book 4313, Page 1309; as affected Joinder in Second

Amended and Restated District Development Interlocal Agreement and in Supplemental Trust Indentures, recorded in Book 4924, Page 2512; as affected by Supplement to Notices of (A) Establishment of Southern Grove Community Development District No. 5A and (B)(1) Merger of Southern Grove Community Development District No. 5 Into Southern Grove Community Development District No. 5A and (2) Change of Name of Southern Grove Community Development District No. 5A to Southern Grove Community Development District No. 5, recorded in Book 4928, Page 1984.

16. Terms and conditions of the Educational Facilities Impact Fee Credit Agreement between Horizons Acquisition 5, LLC, a Florida limited liability company, Horizons St. Lucie Development, LLC, a Florida limited liability company and the School Board of St. Lucie County, Florida, governing body of the school District of St. Lucie County, Florida recorded in Book 2889, Page 650.
17. The terms, provisions, and conditions contained in that certain Waiver and Consent as to Special Assessments, recorded in Book 2889, Page 2823 of Official Records; as affected by Waiver as to Special Assessments recorded in Book 2920, Page 2681.
18. Easement, granted from Horizons Acquisition 5, LLC, a Florida limited liability company to the City of Port St. Lucie, a Florida municipal corporation, recorded in Book 2902, Page 1220.
19. Terms and conditions of the Settlement Agreement Including Impact Fee Credit Agreement between St. Lucie County, Florida, a political subdivision of the State of Florida and Core Communities, LLC through its affiliates Horizons St. Lucie Development, LLC, Horizons Acquisition 5, LLC and Tradition Development Co., LLC, their successors and assigns recorded in Book 2906, Page 1203.
20. Terms and conditions of the Fire/EMS Development and Impact Fee Agreement between the St. Lucie County Fire District, an independent special district of the State of Florida and Horizons Acquisition 5, LLC, a Florida limited liability company, Tradition Development Company, LLC, a Florida limited liability company and Horizons St. Lucie Development, LLC, a Florida limited liability company recorded in Book 2916, Page 661 of Official Records; as affected by First Amendment to FIRE/EMS Development and Impact Fee Agreement for Southern Grove Development of Regional Impact and Western Grove Development of Regional Impact, recorded in Book 3062, Page 938 of Official Records; as affected by Amended and Restated FIRE/EMS Development and Impact Fee Agreement for Southern Grove Development of Regional Impact and Western Grove Development of Regional Impact, recorded in Book in Book 4581, Page 182.
21. Declaration of Covenants, Conditions and Restrictions recorded in Book 2916, Page 2027 of Official Records; as affected by Corrective Declaration of Restrictions recorded in Book 2964, Page 1919.
22. Terms and conditions of the True-Up Agreement with Respect to the City of Port St. Lucie, Florida Southwest Annexation Special Assessment District No. 1 between The City of Port St. Lucie, Florida, a municipal corporation of the State of Florida and Horizons St. Lucie Development, LLC and Horizons Acquisition 5, LLC recorded in Book 2920, Page 2644 of

Official Records; as affected by Waiver as to Special Assessments recorded in Book 2920, Page 2675 of Official Records; as affected by Waiver and Consent as to Special Assessments recorded in Book 3560, Page 2611 of Official Records; as affected by Amended and Restated True-Up Agreement with Respect to the City of Port St. Lucie, Florida Southwest Annexation Special Assessment District No. 1 recorded in Book 3587, Page 991.

23. Declaration of Covenants, Conditions and Restrictions recorded in Book 2923, Page 572.
24. Declaration of Covenants, Conditions and Restrictions recorded in Book 3101, Page 127.
25. Terms and conditions of the Agreement to Dedicate and Complete-Public Infrastructure between Tradition Land Company, LLC, formerly known as PSL Acquisitions I, LLC, an Iowa limited liability company authorized to transact business in the State of Florida and the Southern Grove Community Development District No. 5, a community development district organized and existing in accordance with Chapter 190, Florida Statutes recorded in Book 3700, Page 1922.
26. Terms and conditions of the True-Up Agreement between Tradition Land Company, LLC, formerly known as PSL Acquisitions I, LLC, an Iowa limited liability company authorized to transact business in the State of Florida and the Southern Grove Community Development District No. 5, a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes recorded in Book 3700, Page 1930.
27. Declaration of Covenants, Conditions and Restrictions recorded in Book 3822, Page 798.
28. Terms and conditions of the Post-Closing Agreement between Port St. Lucie Governmental Finance Corporation, a Florida corporation not for profit and Tradition Land Company, LLC, an Iowa limited liability company qualified to do business in Florida recorded in Book 4150, Page 2787 of Official Records; as affected by Assignment and Assumption, recorded in Book 4153, Page 889.
29. Terms and conditions of the Agreement between Tradition Land Company, LLC, an Iowa limited liability company and Mattamy Palm Beach LLC, a Delaware limited liability company recorded in Book 4153, Page 893.
30. Easement, granted from Mattamy Palm Beach LLC, a Delaware limited liability company to the City of Port St. Lucie, a Florida municipal corporation, recorded in Book 4408, Page 2407.
31. Declaration of Covenants, Conditions and Restrictions recorded in Book 4426, Page 199.
32. Terms and conditions of the Construction and Reciprocal Access Easement Agreement between America Walks at Port St. Lucie, LLC, an Ohio limited liability company, and Mattamy Palm Beach LLC, a Delaware limited liability company recorded in Book 4426, Page 210.
33. Easement, granted from Mattamy Palm Beach LLC, a Delaware limited liability company to the City of Port St. Lucie, a Florida municipal corporation, recorded in Book 4942, Page 1394.

34. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Tradition SG-7, as recorded in Plat Book 133, Page(s) 7.
35. Terms and conditions of the City of Port St. Lucie Resolution No. 24-R55, recorded in Book 5220, Page 2731.
36. Utility Infrastructure Agreement as recorded April 1, 2025 in Book 5291, Page 740.
37. Terms and Provisions of that certain Lease Agreement between MCM Becker, LLC, a Florida limited liability company, and Chipotle Mexican Grill of Colorado, LLC, a Colorado limited liability company, dated April 11, 2025.
38. Terms and Provisions of that certain Lease Agreement (containing a right of first refusal) between MCM Becker, LLC, a Florida limited liability company, and WenCo Holdings, LLC., a Florida limited liability company, dated April 24, 2025.
39. Survey prepared by Caufield & Wheeler, Inc., dated August 2, 2024, under Job No. 101521, shows the following:
  - a. Concrete and transformer pad located within and extending beyond the northwesterly boundary of the insured lands (Parcel B)
  - b. Electric vaults located within and extending beyond the northwesterly boundary of the insured lands (Parcel C).

**EXHIBIT "C"**

**ADDITIONAL COVENANTS AND RESTRICTIONS**

The Property described on Exhibit "A" to this Special Warranty Deed is made subject to the covenants and restrictions set forth on this Exhibit "C" (the "**Additional Covenants and Restrictions**") which: (a) shall be covenants running with the land and binding upon Grantee and its successors and assigns; and (b) may enforced by, and in the sole discretion of, Grantor and its successors and assigns. By acceptance of said Special Warranty Deed, Grantee accepts and agrees to be bound legally by the Additional Covenants and Restrictions.

Permitted Use

Grantee shall develop and use the Property for commercial/retail uses, as defined in Ordinance 20-22, America Walks – Becker Road MPUD, Exhibit 6, Section 3 – Mixed Use Area, subsection (B) Permitted Principal Uses and Structures, which may include a car wash, dental practice, and/or a medical clinic for urgent care/med practice, but excluding service station, gas station, and convenience store uses (the "**Permitted Use**") and no other purpose without the prior written consent of Grantor. The Property shall be restricted to the Permitted Use.

Community Development Districts

The Southern Grove Community Development Districts (the "**CDDs**") were formed for operation and maintenance of the Southern Grove DRI, and possible other purposes in the future. Grantee shall comply with all of the requirements of the applicable CDDs, such as those relating to the payment of operations and maintenance assessments associated with the CDDs.

Assessments and Entitlements

Grantor has allocated and assigned herein entitlements for the development of 47,296 square feet of commercial/retail use on the Property for the Permitted Use pursuant to the Development Order for the Southern Grove Development of Regional Impact. All future assessments based on use of the Property (CDDs, SAD, if applicable, etc.) shall be based on the maximum entitlements assigned in this Special Warranty Deed to the Property, even if the actual uses developed are less than the maximum entitlements assigned to the Property.

Utilization of Impact Fee and Utility Credits

When Grantee is required to pay impact fees, utility connection fees, public building impact fees or other fees or exactions to applicable governmental or quasi-governmental authorities or applicable utility authorities for which Grantor has Impact Fee Credits or Utility Credits for such obligations, less and except St. Lucie Road Impact Fee Credits (as recognized by such governmental or utility authority, as applicable), then Grantee shall purchase from Grantor (or the CDDs, as applicable) such Impact Fee Credits or Utility Credits that may be lawfully assigned to Grantee by Grantor (or the CDDs, as applicable) in an amount equal to that which Grantee would otherwise have been required to pay to the applicable governmental or quasi-governmental authority or utility company at such time.

### Irrigation System

Grantee agrees to apply for irrigation service from Tradition Community Development District No. 1 (“**TCDD1**”) on substantially similar terms and conditions as other owners and **TCDD1** customers in the Tradition development, to pay standard rates for irrigation system capacity fees and irrigation usage charges, and to comply with all rules and regulations adopted by **TCDD1** regarding such service and in effect from time to time within the respective service area (existing system or expansion system) in which the Property is located. Grantee acknowledges that it will install assemblies pursuant to **TCDD1** specifications, including without limitation, a meter assembly for **TCDD1** and all onsite irrigation improvements. Grantee agrees that the Property shall be served exclusively by **TCDD1** and the end-user owners of the Property, or any portion thereof, shall be required to apply for irrigation service from **TCDD1** on substantially similar terms and conditions as other owners and **TCDD1** customers in the Tradition development, to pay standard rates for irrigation system capacity fees and irrigation usage charges, and to comply with all rules and regulations adopted by **TCDD1** regarding such service and in effect from time to time within the respective service area (existing system or expansion system) in which the Property is located.

### Infrastructure and Improvements

Grantee shall construct, at its expense, all infrastructure (including, but not limited to, water management facilities, utilities, roads, public facilities) and other improvements required by governmental authorities as part of Buyer’s obtaining the Entitlements and permits for development of the Property which are located within the perimeter boundaries of the Property.

### Notice, Cure and Enforcement

If Grantee fails to pay any required sum or perform any required obligation on its part to be paid or performed pursuant hereto, then Grantor may provide Grantee with notice thereof (“**Notice of Grantee Default**”). In the case of a failure to: (a) pay any such sum, Grantee shall pay said sum within ten (10) days from the date of receipt of said Notice of Grantee Default; or (b) perform any such obligation, Grantee shall perform said obligation within thirty (30) days from the date of receipt of said Notice of Grantee Default, provided, however, if said obligation is of such a nature that it could not reasonably be performed within thirty (30) days, then Grantee shall: (i) promptly institute necessary cure efforts; and (ii) thereafter diligently and continuously pursue said efforts for a period of up to ninety (90) days after the date of receipt of said Notice of Grantee Default. If Grantee fails to cure any such matter within the applicable time periods set forth above after receipt of the Notice of Grantee Default, then it shall constitute a “**Grantee Event of Default**” hereunder. So long as a Grantee Event of Default continues, Grantor may as its sole and exclusive remedies (waiving any right to money damages except as otherwise expressly set forth herein) elect to: (i) exercise rights of self-help by paying the sum and/or performing the obligation on Grantee’s part to have been paid and/or performed, and recover from Grantee the reasonable out-of-pocket cost thereof as damages; and/or (ii) enforce these Additional Covenants and Restrictions through actions for money damages, specific performance, injunctive relief and such other remedies as may be available at law or in equity. Grantor’s remedies hereunder are mutual and non-exclusive.

General

Except as otherwise provided herein, these Additional Covenants and Restrictions shall remain in full force and effect perpetually. In the event Grantee conveys all or any portion of the Property, the Additional Covenants and Restrictions shall apply automatically to the then owner of any such portion of the Property. These Additional Covenants and Restrictions are for the benefit of Grantor and its successors and assigns. These Additional Covenants and Restrictions will be governed by the laws of the State of Florida, and are performable in St. Lucie County, Florida where venue shall lie. These Additional Covenants and Restrictions may be amended or supplemented only by an instrument in writing executed by Grantor, its successors or assigns and the then record owner(s) of the portion of the Property effected by such amendment.