

## **SECOND AMENDMENT TO LAND SWAP AGREEMENT**

THIS SECOND AMENDMENT TO LAND SWAP AGREEMENT (this “**Amendment**”) is made as of the 28 day of March 2025, by and between the PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not for profit corporation (“**Seller**”), and SAINT MATILDA, LLC, a Florida limited liability company (“**Buyer**”).

### **WITNESSETH:**

**WHEREAS**, Seller and Buyer are parties to that certain Land Swap Agreement, dated July 25, 2023, as modified by that certain First Amendment to Land Swap Agreement dated July 24, 2024 (the “**First Amendment**”) (collectively, the “**LSA**”) pursuant to which Seller has agreed to convey to Buyer approximately 13.97 acres of vacant land located in the Southern Grove DRI, in Port St. Lucie, Florida (the “**Land**”); and Buyer has agreed to convey to Seller approximately 28.81 acres of vacant land located on East Torino Parkway in Port St. Lucie, Florida (the “**Exchange Land**”).

**WHEREAS**, Seller and Buyer desire to amend certain provisions of the LSA, as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants, promises and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **Recitals/Conflict/Defined Terms.** The foregoing recitals are true and correct and are incorporated herein by reference. In the event of any conflict or inconsistency between the terms and provisions of the LSA and this Amendment, the terms and provisions of this Amendment shall control and prevail. Defined terms as evidenced by their capitalization shall have the same meaning as that specified in the LSA, except as otherwise defined herein.

2. **Effective Date Defined.** Notwithstanding the conflicting definition set forth in the First Amendment, the “**Effective Date**” with respect to the LSA shall be July 25, 2023.

3. **Extension of Closing Date.** Section 10.2 of the LSA is hereby deleted in its entirety and replaced with the following:

“10.2 Closing Date. The Closing will take place on or before Wednesday, May 14<sup>th</sup>, 2025 (the “**Closing Date**”).”

4. **First Extension Deposit.** Within five (5) days after the date that the last of the parties hereto executes this Amendment and delivers it to the other party hereto, Buyer shall deposit with Dean, Mead, Minton & Moore (“**Escrow Agent**”) the sum of Thirty Thousand Dollars (\$30,000.00) (the “**First Extension Deposit**”). The First Extension Deposit shall be refunded to Buyer if Closing occurs on or before Monday, June 16<sup>th</sup>, 2025.

5. **Second Extension Deposit.** On or before the Closing Date, Buyer may deliver to

Escrow Agent an additional deposit of Thirty Thousand Dollars (\$30,000.00) (the “**Second Extension Deposit**”), provided that Buyer also delivers written notice of the Second Extension Deposit to Seller. If Buyer delivers the Second Extension Deposit to Escrow Agent and such notice to Seller on or before the Closing Date, the term “Closing Date” shall thereafter refer to Monday, June 16<sup>th</sup>, 2025. The Second Extension Deposit shall be refunded to Buyer if Closing occurs on or before Monday, June 16<sup>th</sup>, 2025.

6. **Effect of Failure to Close by Extended Closing Date.** If Closing does not occur on or before Monday, June 16<sup>th</sup>, 2025, for any reason, the parties hereto instruct the Escrow Agent to deliver the First Extension Deposit and the Second Extension Deposit to the Seller within a reasonable amount of time after Monday, June 16<sup>th</sup>, 2025, as directed by Seller. If the Buyer is unable to Close on or before Monday, June 16<sup>th</sup>, 2025, and the parties hereto do not enter into a written agreement to otherwise extend the LSA, the parties shall be released of all further obligations under the LSA and Seller shall take the First Extension Deposit and the Second Extension Deposit as its sole and exclusive remedy.

7. **Escrow Agent.** Escrow Agent receiving funds hereunder is authorized and agrees by acceptance thereof to deposit the same promptly and to hold the same in escrow and, subject to clearance, to disburse the same in accordance with the terms and conditions of the LSA. In the event of doubt as to Escrow Agent’s duties or liabilities under the provisions of the LSA, Escrow Agent may, in its sole discretion, continue to hold the escrowed funds until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Escrow Agent may deposit the same with the clerk of the circuit court having jurisdiction over the dispute, and upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any funds theretofore delivered out of the escrow. In the event of any suit between Buyer and Seller wherein Escrow Agent is made a party by virtue of acting as an Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleades the escrowed funds, Escrow Agent shall be entitled to recover reasonable attorneys’ fees and costs incurred, said fees and costs to be charged and assessed as court costs of the non-prevailing party. All parties agree that the Escrow Agent hereunder shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of funds escrowed hereunder, unless such misdelivery shall be due either to willful breach of the LSA or gross negligence on the part of Escrow Agent. The parties hereby acknowledge and agree that Escrow Agent has and shall continue to represent the Buyer as its legal counsel, in connection with all matters whatsoever, including, but not limited to, matters relating to the escrowed funds the LSA and this Amendment, and nothing contained herein shall obligate the Escrow Agent to refrain from acting as legal counsel to Buyer in connection with the matter to which this Amendment relates or at any future time. Seller acknowledges and agrees that it has made no privileged or confidential disclosure to Escrow Agent and that Escrow Agent’s role hereunder as to Seller is limited to the ministerial tasks of administering the escrowed funds.

8. **Additional Terms.** The Amendment shall be incorporated into and made a part of the LSA. Except for the modifications contained herein, all the provisions of the LSA shall remain unmodified and in full force and effect, and the same are hereby ratified and affirmed in all respects.

9. **Counterparts.** The parties each hereby acknowledge that this Amendment may be executed in counterparts or by electronic signature exchanged by email and that copies of each party's respective signature(s) shall be binding as if the same were an original signature. This Amendment shall be binding upon and insure to the benefit of the successors and permitted assigns and, as applicable, the heirs and legal representatives of the parties hereto. The LSA, as hereby amended, constitutes the entire understanding and agreement between the parties and may not be amended, supplemented, or modified except by a writing executed by both of the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year set forth above.

SELLER:

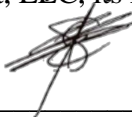
Port St. Lucie Governmental Finance Corporation,  
a Florida not for profit corporation

By: \_\_\_\_\_  
Shannon M. Martin, President

BUYER:

Saint Matilda, LLC, a Florida limited liability  
company

By: White Velvet, LLC, its Manager

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

Name: EMILIANO SEBASTIAN FERNANDEZ BALAGUE

Title: DIRECTOR