

This Instrument prepared by:
Andrew Demers, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134

Record and return to:
Accel International Holdings, Inc.
508 North Colony Street
Meriden, CT 06450
Attn: Tony Oh

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and delivered on July 13, 2021 by the PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not for profit corporation, whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 (the "Grantor"), to ACCEL FLORIDA, LLC, a Florida limited liability company, whose mailing address is 508 N. Colony Street, Meriden, Connecticut 06450 (the "Grantee") (whenever used hereunder the terms "Grantor" and "Grantee" include all the parties to this instrument; the heirs, legal representatives and assigns of individuals; and the successors and assigns of legal entities).

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee the real property situate in St. Lucie County, Florida, described as follows:

Tracts 1 and 2, of SOUTHERN GROVE PLAT No. 32, as recorded
in Plat Book 90, Page 12 of the Public Records of St. Lucie County,
Florida.

SUBJECT TO:

1. Taxes and assessments for the year 2021 and all subsequent years, including, but not limited to, assessments imposed by property owner associations, and assessments imposed by any governmental authority, community development district, or special assessment district which may impose and levy taxes and assessments on the Property;
2. Zoning restrictions and prohibitions imposed by governmental authority;
3. Easements, restrictions, and all other matters of record (it not being the intent to reimpose same);
4. Matters which would be shown on an accurate survey;
5. The applicable governmental requirements, approvals and restrictions imposed by the Commercial Charter for Tradition, recorded in Official Records Book 2098, Page 1697, Public Records of St. Lucie County, Florida, as amended;

6. Any matter created by or through Grantee; and
7. The restrictive covenants set forth in Exhibit A to this Deed.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, except as set forth above.

IN WITNESS WHEREOF, Grantor has signed and delivered this Special Warranty Deed on the date set forth above.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

Witnesses:

Signature: Margaret Carland

Print name: Margaret Carland

Signature: Mary Ann Verillo

Print name: Mary Ann Verillo

GRANTOR:

PORT ST. LUCIE GOVERNMENTAL
FINANCE CORPORATION, a Florida not for
profit corporation

By: Russ Blackburn
Russ Blackburn, CEO

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 13 day of July 2021, by Russ Blackburn, as CEO of the PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not for profit corporation, on behalf of the corporation therein, who is [X] personally known to me, or who has [] produced the following identification _____.

Mary Ann Verillo
Notary Public, State of Florida

SEAL

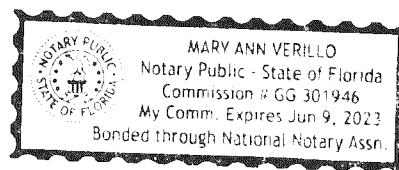


Exhibit A to Special Warranty Deed

RESTRICTIVE COVENANTS

The following restrictions, covenants, and provisions (collectively, "Restrictive Covenants") are a part of the conveyance described in the Special Warranty Deed ("Deed") to which these Restrictive Covenants are attached. These Restrictive Covenants are covenants running with and applicable to the land ("Land") described in the Deed and shall be binding upon Grantee and its successors and assigns.

1. Grantee shall dedicate a portion of the Land for development of the site for Project Connect/Accel International ("Accel Site"). Unless otherwise agreed in writing by Grantor, the Accel Site shall include a minimum of 150,000 square feet for industrial, manufacturing and warehouse/distribution/fulfillment as well as ancillary office uses ("Industrial Use"). Unless otherwise agreed in writing by Grantor, the remaining portion of the Land ("Alternative Site"), may be used to expand the Accel Site to an aggregate of up to the greater of (i) 400,000 square feet, of Industrial Use ("Accel Site Expansion") or (ii) the maximum permitted by law. If the Alternative Site is not used to expand the Accel Site, Grantee shall work with the Economic Development Council of St. Lucie County ("EDC") to procure tenants or buyers that are target industry businesses to relocate or expand their operations to the Alternative Site for Industrial, Office or Research and Development uses only. The uses provided for herein for the Accel Site and for the Alternative Site shall hereinafter be collectively referred to as the "Permitted Use".

In the event that the Grantee sells the Alternative Site, or any portion thereof, to an unaffiliated third party which is not a targeted industry business paying average wages above the St. Lucie County average wage prior to opening the Accel Site Expansion for business for one (1) day ("Alternative Site Sale"), then one-half of the Sales Payment shall be due to Grantor in accordance with the Sales Conditions. The terms "Sales Payment" and "Sales Conditions" shall have the meanings ascribed to them in the Purchase and Sale Agreement between the Grantor and the Grantee, a copy of which is in the possession of both the Grantor and the Grantee. The provisions of this paragraph shall be a covenant running with the land until Grantee opens the Accel Site Expansion for business for one (1) day.

2. Grantee shall not use the Land for anything other than the Permitted Use without: (i) the prior written consent of Grantor, which may be withheld by Grantor in its reasonable discretion, (ii) an express acknowledgment by Grantee of the changes in the SAD Assessments and the CDD Assessments applicable to the Land as a result of the change in the Permitted Use.

Grantor shall have the right to assign its rights under these Restrictive Covenants to an assignee by an assignment recorded in the Public Records of St. Lucie County, Florida (such assignee being the "Assignee"). Upon such assignment, the Assignee shall have all rights of Grantor under these Restrictive Covenants and the Grantor shall no longer have such rights. After assignment of such rights to the Assignee, any waiver or amendment of these Restrictive Covenants shall require the written consent of the Assignee and not the Grantor.