

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Mahoney Law Group, P.A.
Stephanie M. Cua, Esq.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

Folio Numbers: 33-38-09-00001-0020-00001/0
and 33-38-09-00001-0070-00001/0

SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** (this "**Deed**") is made as of February 21, 2025, by **RIVERFRONT GROVES, INC.**, a Florida corporation, successor by merger with Banner Groves, Inc., a Florida corporation, whose address is 4889 North US 1, Vero Beach, Florida 32961 ("**Grantor**"), to **DRP BOOKBINDER MULTISTATE, LLC**, a Delaware limited liability company, whose address is 520 Madison Avenue, 21st Floor, New York, New York 10022 ("**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include the parties to this Special Warranty Deed and the successors and assigns of each. The singular shall be deemed to include the plural, and vice versa, where the context so permits.)

W I T N E S S E T H :

THAT, for and in consideration of the sum of TEN AND 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, Grantor hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee, its successors and/or assigns forever, all that certain real property situate in Indian River County, State of Florida, and legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").

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

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

AND Grantor hereby covenants with Grantee that (i) the Property is free and clear of all liens and encumbrances except for taxes for the year 2025, and subsequent years, which are not yet due and payable, and those certain matters described in **Exhibit "B"** attached hereto and made a part hereof, provided, that this reference shall not serve to reimpose the same; (ii) Grantor is lawfully seized of the Property in fee simple; (iii) Grantor has good right and lawful authority to sell and convey the Property; and (iv) Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

Exhibit "C" attached to this Deed, and made a part hereof, is the Affidavit Regarding Corporate Resolution, and attached as **Exhibit "D"** to this Deed, and made a part hereof, is the Same Name Affidavit, each made and given by Dan S. Knight in connection with delivery of this Deed by Grantor.

[Signature Page to Follow]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date above.

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: Bruce Barrett
Address: 756 BEACHLAND BLVD
VERO BEACH, FL 33963

[Signature]
Print Name: SHIRLEY ANN M. MURICO
Address: 756 BEACHLAND BLVD
VERO BEACH, FL 33963

RIVERFRONT GROVES, INC.,
a Florida corporation

By: [Signature]
Name: DAN S. KNIGHT
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this February 19, 2025 by DAN S. KNIGHT as
President of RIVERFRONT GROVES, INC., a Florida corporation, on behalf of the
corporation, who personally appeared before me and is personally known to me or has
produced a Florida Driver's License as identification.

[NOTARY SEAL]

[Signature]
Notary Public Signature
SHIRLEY ANN M. MURICO
Typed or Printed Notary Name
Notary Public-State of FLORIDA
Commission No.: _____
My Commission Expires: _____

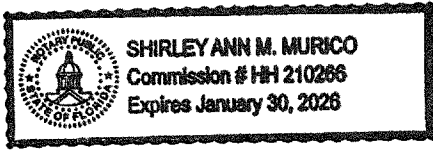


EXHIBIT A TO DEED**LEGAL DESCRIPTION OF THE PROPERTY**

Tracts 2, 7 & 8, Section 9, Township 33 South, Range 38 East, according to the last general plat of lands of the Indian River Farms Company Subdivision, as recorded in Plat Book 2, Page 25, Public Records of St. Lucie County, Florida; said land now lying and being in Indian River County, Florida, less that portion deeded by Quit Claim Deed to Indian River County, a political subdivision of the State of Florida, in Official Records Book 2170, Page 447, Public Records of Indian River County, Florida.

The above legal description is the same as follows:

A parcel of land being a portion of Tracts 2, 7 and 8, Section 9, Township 33 South, Range 38 East, Indian River Farms Company Subdivision, as recorded in Plat Book 2, Page 25, Public Records of St. Lucie (now Indian River) County, Florida, said parcel lying in Indian River County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Tract 2; thence South 89 degrees 56 minutes 26 seconds East, along the North line of said Tract, a distance of 30.00 feet; thence South 00 degrees 01 minutes 00 seconds East, along a line that is 30.00 feet East of, as measured at right angles to, the West line of said Tract 2, a distance of 30.00 feet, to the Point of Beginning of the herein described parcel of land; thence South 89 degrees 37 minutes 38 seconds East, along a line that is 30.00 feet South of, as measured at right angles to, the North line of said Tract 2, a distance of 1309.17 feet to a point on the East line of said Tract 2; thence South 00 degrees 09 minutes 40 seconds West along said East line of Tract 2, a distance of 1300.86 feet to the Southeast corner of said Tract 2, said point also being the Northwest corner of aforementioned Tract 8; thence South 89 degrees 37 minutes 58 seconds East, along the North line of said Tract 8, a distance of 1305.07 feet to a point that is 30.00 feet West of, as measured at right angles to, the East line of said Tract 8 and also a point on the West line of that parcel of land described in Official Record Book 2170, Page 447 of the Public Records of Indian River County, Florida; thence South 00 degrees 20 minutes 30 seconds West along said line, a distance of 1300.72 feet to a point that is 30.00 feet West and 30.00 feet North of the Southeast corner of said Tract 8; thence North 89 degrees 38 minutes 17 seconds West, along a line that is 30.00 feet North of, as measured at right angles to, the South line of aforementioned Tracts 7 and 8, a distance of 2601.94 feet to a point on a line that is 30.00 feet East of, as measured at right angles to, the West line of said Tract 7; thence North 00 degrees 01 minutes 10 seconds West, along a line that is 30.00 feet East of, as measured at right angles to, the West line of said Tracts 2 and 7, a distance of 2601.99 feet, to the Point of Beginning of the herein described parcel of land.

**EXHIBIT B TO DEED
PERMITTED EXCEPTIONS**

1. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of INDIAN RIVER FARMS CO. PLAT OF LANDS AND PLAN FOR LAND DRAINAGE AND ROAD RESERVATIONS, recorded in Plat Book 2, Page 25, of the Public Records of St. Lucie County, Florida, said land now lying and being in Indian River County, Florida, including but not limited to all canals, ditches and rights of way, if any, of the Indian River Farms Drainage District, of the Public Records of St. Lucie County, Florida; said land now lying and being in Indian River County, Florida.

2. Restrictions, covenants, reservations, easements and conditions as set forth in Warranty Deed recorded in Deed Book 74, Page 249, as may be subsequently amended, of the Public Records of Indian River County, Florida. (As to the matters set forth in numbered paragraphs 1 and 2 of the Warranty Deed only).

3. Grant of Easements in favor of Indian River County recorded in Official Records Book 2170, Page 448, of the Public Records of Indian River County, Florida.

**EXHIBIT C TO DEED
AFFIDAVIT REGARDING CORPORATE RESOLUTION**

[Attached on the following pages.]

Prepared by and after recording
return to:

Jessica Paz Mahoney, Esq.
MAHONEY LAW GROUP, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

**AFFIDAVIT REGARDING
CORPORATE RESOLUTION**

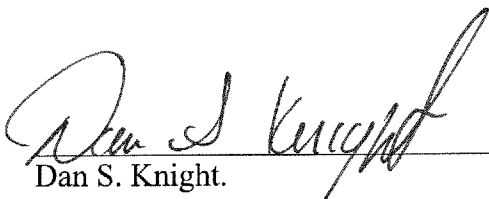
BEFORE ME, the undersigned authority, personally appeared Dan S. Knight (the "Affiant"), who after first being duly sworn on oath, depose and say:

1. Affiant has personal knowledge of all matters set forth in this Affidavit.
2. Affiant is the duly-authorized President of **RIVERFRONT GROVES, INC.**, a Florida corporation, successor by merger with Banner Groves, Inc., a Florida corporation (the "**Corporation**").
3. The Corporation is the sole fee simple owner of the real property described on **Exhibit A** (the "**Property**"), which is being sold by the Corporation on or about the date of this Affidavit.
4. The sale of the Property by the Corporation constitutes the disposition of substantially all of the Corporation's assets, and such sale and disposition is authorized by the Resolution of the Shareholders of the Corporation, a true and complete copy of which is attached to this Affidavit as **Exhibit B**.
5. This Affidavit is made and given by Affiant, with full authority as the President of the Corporation, for the purpose of inducing Fidelity National Title Insurance Company, and its agent Mahoney Law Group, P.A., to issue a title insurance policy insuring title to the Property in connection with the sale of the Property by the Corporation.

FURTHER AFFIANTS SAYETH NAUGHT.

[Signatures page follow.]

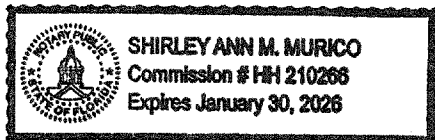
[Signature page to Affidavit Regarding Corporation Resolution]



Dan S. Knight.

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

SWORN TO AND SUBSCRIBED before me by means of / / physical presence or / /
online notarization, this 19th day of February, 2025, by Dan S. Knight, / / who is
personally known to me or / / who has produced a Florida Driver License as identification.




Shirley Ann M. Murico

NOTARY PUBLIC

Print Name: SHIRLEY ANN M. MURICO

My Commission expires: _____

Affix Seal Below:

Exhibit A
Property

Tracts 2, 7 & 8, Section 9, Township 33 South, Range 38 East, according to the last general plat of lands of the Indian River Farms Company Subdivision, as recorded in Plat Book 2, Page 25, Public Records of St. Lucie County, Florida; said land now lying and being in Indian River County, Florida, less that portion deeded by Quit Claim Deed to Indian River County, a political subdivision of the State of Florida, in Official Records Book 2170, Page 447, Public Records of Indian River County, Florida.

The above legal description is the same as follows:

A parcel of land being a portion of Tracts 2, 7 and 8, Section 9, Township 33 South, Range 38 East, Indian River Farms Company Subdivision, as recorded in Plat Book 2, Page 25, Public Records of St. Lucie (now Indian River) County, Florida, said parcel lying in Indian River County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Tract 2; thence South 89 degrees 56 minutes 26 seconds East, along the North line of said Tract, a distance of 30.00 feet; thence South 00 degrees 01 minutes 00 seconds East, along a line that is 30.00 feet East of, as measured at right angles to, the West line of said Tract 2, a distance of 30.00 feet, to the Point of Beginning of the herein described parcel of land; thence South 89 degrees 37 minutes 38 seconds East, along a line that is 30.00 feet South of, as measured at right angles to, the North line of said Tract 2, a distance of 1309.17 feet to a point on the East line of said Tract 2; thence South 00 degrees 09 minutes 40 seconds West along said East line of Tract 2, a distance of 1300.86 feet to the Southeast corner of said Tract 2, said point also being the Northwest corner of aforementioned Tract 8; thence South 89 degrees 37 minutes 58 seconds East, along the North line of said Tract 8, a distance of 1305.07 feet to a point that is 30.00 feet West of, as measured at right angles to, the East line of said Tract 8 and also a point on the West line of that parcel of land described in Official Record Book 2170, Page 447 of the Public Records of Indian River County, Florida; thence South 00 degrees 20 minutes 30 seconds West along said line, a distance of 1300.72 feet to a point that is 30.00 feet West and 30.00 feet North of the Southeast corner of said Tract 8; thence North 89 degrees 38 minutes 17 seconds West, along a line that is 30.00 feet North of, as measured at right angles to, the South line of aforementioned Tracts 7 and 8, a distance of 2601.94 feet to a point on a line that is 30.00 feet East of, as measured at right angles to, the West line of said Tract 7; thence North 00 degrees 01 minutes 10 seconds West, along a line that is 30.00 feet East of, as measured at right angles to, the West line of said Tracts 2 and 7, a distance of 2601.99 feet, to the Point of Beginning of the herein described parcel of land.

Exhibit B
Copy of Corporate Resolution

**ACTION AND RESOLUTIONS OF THE SHAREHOLDERS OF
RIVERFRONT GROVES, INC.
TAKEN BY WRITTEN CONSENT IN LIEU OF A MEETING**

The undersigned being all of the shareholders (“**Shareholders**”) of **RIVERFRONT GROVES, INC.**, a Florida corporation (the “**Corporation**”), hereby authorize, consent to and approve the following resolutions and actions by written consent, which, pursuant to Section 607.0704, *Florida Statutes*, shall have the same force and effect as if taken at a meeting of the shareholders of the Corporation duly called and held (the “**Consent**”):

WHEREAS, the Corporation and TCGFL 98th Ave, LLC, a Florida limited liability company (“**TCGFL**”) entered into that certain Agreement for the Purchase and Sale of Real Property having an effective date of May 23, 2023, as amended by the First Amendment thereto effective August 18, 2023, as amended by the Second Amendment thereto effective November 17, 2023 and as amended by the Third Amendment thereto effective November 26, 2024 (as may be further amended collectively, the “**Agreement**”), and concurrent with the Closing under the Agreement, TCGFL will assign all of its right, title and interest in, to and under the Agreement to Lennar Homes, LLC, a Florida limited liability company (“**Lennar**”) and Lennar will assign its right to acquire the Property (as defined in the Agreement) to DRP Bookbinder Multistate, LLC, a Delaware limited liability company (“**DRP**”) as Lennar’s nominee;

WHEREAS, pursuant to the terms of the Agreement, the Corporation will sell to DRP, and DRP will purchase from the Corporation, approximately 116.83 acres of real property located in Indian River County, Florida, which is more particularly described in the Agreement (the “**Property**”), together with certain other rights and appurtenances associated with the Property as described in the Agreement, for a purchase price Six Million Two Hundred Twenty-Five Thousand Dollars (\$6,225,000.00), which sale constitutes the disposition of substantially all the property of the Corporation;

WHEREAS, the Shareholders acknowledge and agree that they have had an adequate opportunity to ask questions and to obtain and review all relevant information related to the transactions contemplated by the Agreement and described in this Consent, including, without limitation, review of financial statements, disclosures and other confidential and proprietary information of the Corporation prior to the execution of this Consent, and that they have had the opportunity to consult with Corporation counsel regarding the legal effects of the transactions contemplated in this Consent on the Corporation and/or to retain and consult with independent legal counsel and other advisors to advise them individually regarding the transactions contemplated hereunder; and

WHEREAS, the Shareholders deem the transactions in this Consent, including all transactions and agreements contemplated by the Agreement, to be in the best interest of the Corporation and the Corporation’s Shareholders.

NOW, THEREFORE, BE IT RESOLVED, that the transactions described in this Consent, including the Agreement and all transactions, agreements and actions contemplated thereunder and thereby, are hereby authorized, approved, and confirmed; and

FURTHER RESOLVED, that the President of the Corporation Dan S. Knight is authorized, directed and empowered to execute and/or deliver any and all documents in connection with the transactions, agreements and actions contemplated under the Agreement, including, without limitation, executing and delivering deeds, bills of sale, settlement statements, affidavits, amendments, assignments, and all other instruments deemed necessary or reasonable by the President, in the President's sole discretion, in order to consummate the transactions described in this Consent, whether in connection with the consummation of such transactions or thereafter in order to effectuate the purpose and intent of such transactions; and

FURTHER RESOLVED, that all acts and instruments heretofore done, executed and/or delivered by any officer of the Corporation to effect and consummate the transactions contemplated by the foregoing resolutions, including the negotiation, execution, acknowledgement, delivery, or performance of any agreements, instruments, or documents associated with the Agreement, are hereby ratified, confirmed, and approved in all respects; and

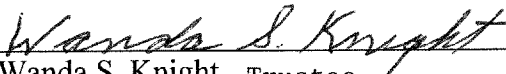
FURTHER RESOLVED, that all of the Shareholders listed on the signature page of this Consent constitute all of the Shareholders of the Corporation as of the effective date of this Consent, and the facts and resolutions set forth in this Consent may be relied on by third-parties to which this Consent is presented, including, without limitation, title agents and title underwriters insuring transactions for the sale, mortgage or exchange of the Property.

FURTHER RESOLVED, that this Consent may be executed in counterparts, all of which, taken together, shall constitute one and the same Consent, and copies of signatures and electronic signatures (such as DocuSign or .pdf) shall have the same effect as an original. Capitalized terms, which are not otherwise defined in this Consent, shall have the meaning ascribed to such terms in the Corporation Agreement.

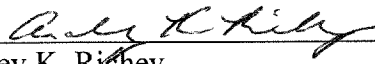
[Remainder of page left blank; Signature page follows.]

WITNESS the Consent of the undersigned Shareholders of RIVERFRONT GROVES Inc, effective February 19, 2025.

SHAREHOLDERS:

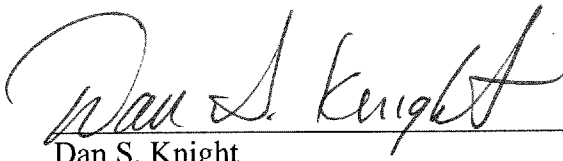


Wanda S. Knight, Trustee

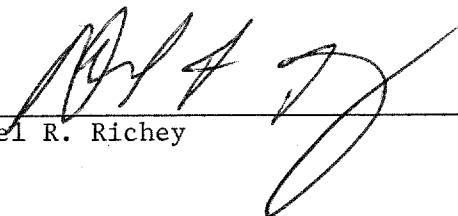


Audrey K. Richey

Paula G. Knight



Dan S. Knight



Daniel R. Richey

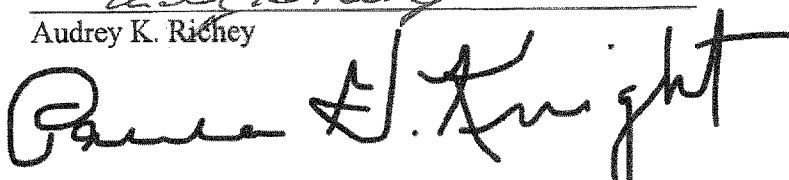
WITNESS the Consent of the undersigned Shareholders of RIVERFRONT GROVES Inc,
effective February 19, 2025.

SHAREHOLDERS:

Wanda S. Knight, Trustee



Audrey K. Richey



Paula G. Knight

Dan S. Knight

Daniel R. Richey

**EXHIBIT D TO DEED
SAME NAME AFFIDAVIT**

[Attached on the following pages.]

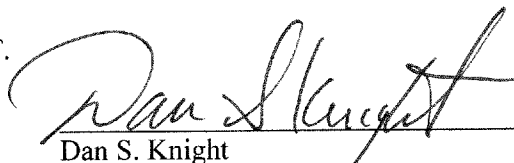
Prepared by and after recording return to:
Jessica Paz Mahoney, Esq.
MAHONEY LAW GROUP, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

SAME NAME AFFIDAVIT

BEFORE ME, the undersigned attesting officer, personally appeared Dan S. Knight (“Affiant”), who, being first duly sworn as required by law, deposes and says:

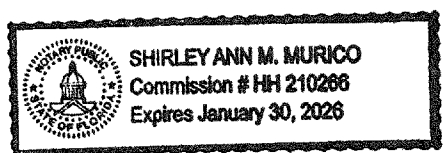
1. Affiant has personal knowledge of all matters set forth in this Affidavit.
2. Affiant is the President and Director of RIVERFRONT GROVES, INC., a Florida corporation (“Corporation”).
3. The Corporation is the owner of the real property described on Exhibit A attached to this Affidavit (the “Property”).
4. Affiant states that the Corporation is also known as and is one in the same as RIVERFRONT GROVES INC, a Florida corporation and RIVERFRONT GROVES INC., a Florida corporation.
5. The purpose of this Affidavit is to explain the discrepancies in the name of the Corporation, which may appear in the corporate records of the Corporation or in the official records of any jurisdiction.
6. Affiant further states that he is familiar with the nature of this oath and with the penalties by law for falsely swearing to statements made in an instrument of this nature; that under the penalties of perjury, the above statements are true and correct.
7. This Affidavit is given to induce Fidelity National Title Insurance Corporation, and its agent, Mahoney Law Group, P.A. to issue a title insurance policy concerning the Property.

FURTHER AFFIANT SAYETH NAUGHT.


Dan S. Knight

STATE OF Florida
COUNTY OF Indian River

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization, this 19th day of February, 2025 by Dan S. Knight, who is personally known to me or who has produced a driver's license as identification.





NOTARY PUBLIC, State of FLORIDA
SHIRLEY ANN M. MURICO
Print or Stamp Name
My Commission Expires: _____
Affix Notary Seal:

Exhibit A
Property

Tracts 2, 7 & 8, Section 9, Township 33 South, Range 38 East, according to the last general plat of lands of the Indian River Farms Company Subdivision, as recorded in Plat Book 2, Page 25, Public Records of St. Lucie County, Florida; said land now lying and being in Indian River County, Florida, less that portion deeded by Quit Claim Deed to Indian River County, a political subdivision of the State of Florida, in Official Records Book 2170, Page 447, Public Records of Indian River County, Florida.

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Commence at the Northwest corner of said Tract 2; thence South 89 degrees 56 minutes 26 seconds East, along the North line of said Tract, a distance of 30.00 feet; thence South 00 degrees 01 minutes 00 seconds East, along a line that is 30.00 feet East of, as measured at right angles to, the West line of said Tract 2, a distance of 30.00 feet, to the Point of Beginning of the herein described parcel of land; thence South 89 degrees 37 minutes 38 seconds East, along a line that is 30.00 feet South of, as measured at right angles to, the North line of said Tract 2, a distance of 1309.17 feet to a point on the East line of said Tract 2; thence South 00 degrees 09 minutes 40 seconds West along said East line of Tract 2, a distance of 1300.86 feet to the Southeast corner of said Tract 2, said point also being the Northwest corner of aforementioned Tract 8; thence South 89 degrees 37 minutes 58 seconds East, along the North line of said Tract 8, a distance of 1305.07 feet to a point that is 30.00 feet West of, as measured at right angles to, the East line of said Tract 8 and also a point on the West line of that parcel of land described in Official Record Book 2170, Page 447 of the Public Records of Indian River County, Florida; thence South 00 degrees 20 minutes 30 seconds West along said line, a distance of 1300.72 feet to a point that is 30.00 feet West and 30.00 feet North of the Southeast corner of said Tract 8; thence North 89 degrees 38 minutes 17 seconds West, along a line that is 30.00 feet North of, as measured at right angles to, the South line of aforementioned Tracts 7 and 8, a distance of 2601.94 feet to a point on a line that is 30.00 feet East of, as measured at right angles to, the West line of said Tract 7; thence North 00 degrees 01 minutes 10 seconds West, along a line that is 30.00 feet East of, as measured at right angles to, the West line of said Tracts 2 and 7, a distance of 2601.99 feet, to the Point of Beginning of the herein described parcel of land.