



Southwest Ranches Town Council

SPECIAL MEETING Agenda of June 2, 2022

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitreuz	<u>Town Council</u> Jim Allbritton Bob Hartmann David Kuczenski	<u>Town Administrator</u> Andrew D. Berns	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Gary Jablonski		<u>Town Financial Administrator</u> Emil C. Lopez, CPM	<u>Assistant Town Administrator/Town Clerk</u> Russell C. Muniz, MMC

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**

Resolutions

3. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION AND NEGOTIATION COMMITTEE'S SELECTION OF MG3 DEVELOPER GROUP, LLC, DOING BUSINESS AS MG3 SWR INDUSTRIAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS THE MOST RESPONSIVE AND RESPONSIBLE BIDDER TO PURCHASE AND TO DEVELOP THE TOWN'S FORMER CCA PROPERTY; ENTERING INTO A PURCHASE AND SALE AGREEMENT; ENTERING INTO A PERPETUAL PROFIT PARTICIPATION AGREEMENT; WAIVING ANY AND ALL PROCUREMENT CODE REQUIREMENTS THAT MAY BE IN CONFLICT; AUTHORIZING MAYOR, THE TOWN ADMINISTRATOR AND THE TOWN ATTORNEY TO EXECUTE THE AGREEMENTS; AUTHORIZING THE APPROPRIATE TOWN STAFF TO MAKE ANY AND ALL MODIFICATIONS TO THESE AGREEMENTS THAT MAY BE NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

4. **Adjournment**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR

DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 6/2/2022
SUBJECT: P3 Purchase and Participation Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Strategic Priorities

A. Sound Governance

Background

On January 3, 2022, MG3 Developer Group, LLC (MG3), a highly regarded South Florida Development company, submitted a public private partnership agreement to the Town to purchase and to develop the Town's former CCA property. On January 14, 2022, the Town formally announced its interest in considering MG3's proposal and it issued a procurement to receive competitive offers. On February 18, 2022, the solicitation was closed and the Town considered two offers. On March 7, 2022, the Town's Selection and Negotiation Committee met and selected MG3, doing business as MG3 SWR Industrial, LLC, A Delaware Limited Liability Company, as the most responsive and responsible bidder to purchase and to develop the Town's former CCA property.

Fiscal Impact/Analysis

Under the agreement, MG3 SWR Industrial, LLC will acquire the former CCA site for \$18.6 million. Additionally, the Town will share with MG3 SWR Industrial, LLC in a portion of the profits as outlined in the Perpetual Profit Participation Agreement attached hereto (Exhibit B)

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
CCA Property Sale Resolution - TA Approved - Final	5/31/2022	Resolution
PSA - Seller - Southwest Ranches6 SMR 05032240 - Exhibit A	6/1/2022	Exhibit
Final Profit Sharing Agreement - Exhibit B	6/1/2022	Exhibit
MG SWR Industrial Site Plan	6/1/2022	Backup Material

RESOLUTION 2022 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION AND NEGOTIATION COMMITTEE'S SELECTION OF MG3 DEVELOPER GROUP, LLC, DOING BUSINESS AS MG3 SWR INDUSTRIAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS THE MOST RESPONSIVE AND RESPONSIBLE BIDDER TO PURCHASE AND TO DEVELOP THE TOWN'S FORMER CCA PROPERTY; ENTERING INTO A PURCHASE AND SALE AGREEMENT; ENTERING INTO A PERPETUAL PROFIT PARTICIPATION AGREEMENT; WAIVING ANY AND ALL PROCUREMENT CODE REQUIREMENTS THAT MAY BE IN CONFLICT; AUTHORIZING MAYOR, THE TOWN ADMINISTRATOR AND THE TOWN ATTORNEY TO EXECUTE THE AGREEMENTS; AUTHORIZING THE APPROPRIATE TOWN STAFF TO MAKE ANY AND ALL MODIFICATIONS TO THESE AGREEMENTS THAT MAY BE NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 3, 2022, MG3 Developer Group, LLC (MG3), a highly regarded South Florida Development company, submitted a public private partnership agreement to the Town to purchase and to develop the Town's former CCA property; and

WHEREAS, on January 14, 2022, the Town formally announced its interest in considering MG3's proposal and it issued a procurement to receive competitive offers; and

WHEREAS, on February 18, 2022, the solicitation was closed and the Town considered two offers; and

WHEREAS, on March 7, 2022, the Town's Selection and Negotiation Committee met and selected MG3, doing business as MG3 SWR Industrial, LLC, A Delaware Limited Liability Company, as the most responsive and responsible bidder to purchase and to develop the Town's former CCA property; and

WHEREAS, the offer to purchase also contains a perpetual profit sharing agreement to ensure that the Town will also maintain an income stream from its property; and

WHEREAS, the Town Council believes that entering into these agreements is in the best interest of the health, safety, and welfare of the Town;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AS FOLLOWS:

Section 1: The above-referenced recitals are true and correct and are incorporated herein by this reference.

Section 2: The Town Council hereby approves the Town's Selection and Negotiation Committee selection of MG3 Developer Group, LLC, doing business as MG3 SWR Industrial, LLC, A Delaware Limited Liability Company, as the most responsive and responsible bidder to purchase and to develop the Town's former CCA property.

Section 3: The Town Council hereby approves a Purchase and Sale Agreement between the Town of Southwest Ranches and MG3 SWR Industrial, LLC, a Delaware Limited Liability, in the amount of Eighteen Million Six Hundred Thousand Dollars and Zero Cents (\$18,600,000.00) to purchase the Town's former CCA Property, in substantially the same form as that attached hereto as Exhibit "A".

Section 4: The Town Council hereby approves a Perpetual Profit Participation Agreement between the Town of Southwest Ranches and MG3 SWR Industrial, LLC, a Delaware Limited Liability, in substantially the same form as that attached hereto as Exhibit "B".

Section 5: The Town Council hereby waives any and all Procurement Code requirements that may be in conflict.

Section 6: The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute these Agreements.

Section 7: The Town Council hereby authorizes the appropriate Town Staff to make any such modifications, additions and/or deletions that may be necessary or proper to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.1030.01

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REAL ESTATE SALE AND PURCHASE AGREEMENT

THIS REAL ESTATE SALE AND PURCHASE AGREEMENT (this "Agreement") is made and entered into this 2 day of June, 2022 (the "Effective Date") by and between **MG3 SWR INDUSTRIAL, LLC, a Delaware limited liability company** (the "Purchaser") and **THE TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida** (the "Seller").

1. PURCHASE AND SALE. For the consideration herein expressed and upon the terms and conditions herein contained Seller agrees to sell and Purchaser agrees to purchase a parcel of land consisting of **approximately 24.3622 acres located in the Town of Southwest Ranches, Broward County, Florida**, and legally described in Exhibit "A" attached hereto and made a part hereof ("Real Property"), together with all tenements, hereditaments, easements, rights-of-way, privileges, appurtenances and rights to same, including all air, surface, subsurface, mineral and riparian rights, belonging to and inuring to the benefit of said Real Property; all strips and gores, gaps, hiatus, if any; and all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road, alley, avenue, in front of or adjoining said property to the centerline thereof; all improvements therein and thereon; and Seller's interest in any and all licenses, permits, authorizations, waivers, variances, certificates of occupancy, approvals, guaranties, warranties, development rights and entitlements, land use, development and concurrency reservations and/or utility capacity and reservations, that relate to the Real Property (collectively, the "Intangible Property") (all of the foregoing together with the Real Property being collectively referred to as the "Property"). The Property does not include any personal property.

2. PRICE.

The Purchase Price for the Property shall be **EIGHTEEN MILLION SIX HUNDRED THOUSAND DOLLARS (\$18,600,000)** (the "Purchase Price"), subject to adjustments and prorations contained herein.

3. DEPOSIT.

(a) Within three (3) business days after the Effective Date of this Agreement, Purchaser shall deliver to **GOVERNMENT LAW GROUP, P.L.** (the "Escrow Agent") the amount of **\$500,000** (the "Deposit") to be held by the Escrow Agent in a non-interest bearing law firm trust account as the earnest money to secure the purchase of the Property by Purchaser.

4. PAYMENT. This purchase shall not be contingent on financing, although Purchaser may, at Purchaser's option, obtain financing in Purchaser's sole discretion but without prejudice or delay to Seller.

5. INCORPORATION OF PERPETUAL PROFIT SHARING AND CONSTRUCTION AGREEMENT. Contemporaneously with the execution of this Agreement, Seller and Purchaser hereby agree to enter into a Perpetual Profit Sharing and Construction Agreement which addresses such matters, among other things, as Profit Sharing/Construction Agreement and the development potential of the Property. The Perpetual Profit Sharing and Construction Agreement shall survive this Agreement and shall survive all future sale(s) of the

property. The Perpetual Profit Sharing and Construction Agreement shall in pertinent part state the obligation of Purchaser, their successors, assigns and any and all owners of this property, now or in the future, (throughout the duration of said ownership), in perpetuity, to pay to Seller 6% of net rental revenues (less insurance, taxes, and assessments) generated by the property in perpetuity. Seller and Purchaser hereby agree that the execution of said Perpetual Profit Sharing and Construction Agreement shall be deemed a requirement to close on aforementioned Property, and if the parties are unable to come to terms on the Perpetual Profit Sharing and Construction Agreement by the Closing Date, this Agreement shall be of no further force or effect. The parties agree to diligently pursue the completion and execution of the Perpetual Profit Sharing and Construction Agreement. To the extent this Agreement is terminated for any reason, the parties agree to take any and all steps necessary to terminate the Perpetual Profit Sharing and Construction Agreement.

6. TITLE AND SURVEY.

(a) Seller shall order from a title agent, chosen by Seller, and thereafter obtain, at Purchaser's expense a Title Insurance Commitment ("Commitment") with respect to the Property issued by Fidelity National Title Insurance Company ("Title Company"), pursuant to which the Title Company agrees to issue an owner's policy of title insurance ("Owner's Policy") consistent with the Commitment in the amount of the Purchase Price effective as of the date of Closing (as defined below) of the purchase of the Property. Purchaser shall be responsible for paying the premium for the Owner's Policy (and all endorsements requested by Purchaser). Purchaser shall have until the date that is three (3) business days prior to the end of the Due Diligence Period ("Title Review Period") to examine the Commitment. In the event that title is found to be subject to any matter (or if there is any title matter in the Title Insurance Commitment) unacceptable to Purchaser in Purchaser's sole discretion (hereinafter referred to as a "Title Objection" and collectively, as "Title Objections"), except for the "Permitted Exceptions" (as hereinafter defined), Purchaser shall, prior to the end of the Title Review Period, notify Seller in writing specifying such objections ("Objection Notice"). Any matters which Purchaser fails to timely object to shall be deemed waived and shall be a "Permitted Exception". Seller shall have the right, but not the obligation, to cause the Title Objections to be cured on or before Closing. Seller shall deliver written notice to Purchaser within two (2) business days after receipt of Purchaser's Objection Notice indicating whether or not Seller elects to cure the Title Objections. If Seller fails to respond within such two (2) business day period, then Seller shall be deemed to have elected not to cure any of the Title Objections. If Seller elects (or is deemed to have elected) not to cure all of the Title Objections, Purchaser shall have the option to either: (i) accept title to the Property subject to such Title Objections, as additional Permitted Exceptions, without any reduction in the Purchase Price and close on the purchase of the Property; or (ii) terminate this Agreement by written notice to Seller by no later than the end of the Due Diligence Period, whereupon this Agreement shall be deemed terminated, the Deposit shall be returned to Purchaser, and both parties shall thereafter be released from all further obligations hereunder, except for those that expressly survive the Closing or earlier termination of this Agreement. Purchaser shall provide Seller with written notice of the exercise of such option. Purchaser's failure to deliver such notice to Seller by the end of the Due Diligence Period shall be deemed a waiver of Purchaser's right to terminate the Agreement and receive back the Deposit and an agreement by Purchaser to accept title in its "as is" condition subject to the Title Objections and Permitted Exceptions. The Purchaser shall have subsequent rights to object to title

matters in the with the same manner and rights above, as to any updated or revised Title Insurance Commitments which reflect matters which were not in the immediately prior version of the Title Insurance Commitment.

(b) Within the Title Review Period, Purchaser at its expense may obtain a boundary ALTA survey or an ALTA/NSPS land title survey of the Property, and a municipal lien search.

(b)(1) Notwithstanding anything contained herein to the contrary, Purchaser objects to, and Seller shall be obligated at Closing to discharge, the following (collectively, the "Expressly Unpermitted Exceptions"): (a) all mortgages, assignments of rents, assignments of leases, security agreements, and other encumbrances, and (b) all real property and personal property taxes, mechanics' liens, judgment liens and tax and assessments, (c) exceptions relating to delivery of organizational documents, authority, resolutions, and good standing of Seller, (d) exceptions relating to payment of all utilities, and (e) matters customarily waived by submission of an Owner's or ALTA Affidavit by Seller.

(c) The following are herein referred to as the "Permitted Exceptions", to wit:

(i) Taxes for the year of Closing and subsequent years not yet due or payable;

(ii) Zoning restrictions and prohibitions imposed by any Governmental or quasi-Governmental Authority; and

(iii) Any exceptions to title not objected to by Purchaser during the Title Review Period.

7. DUE DILIGENCE PERIOD; ACCESS.

(a) Purchaser shall have from the Effective Date until 5:00 P.M., on the date which is the later of: (i) May 30 2022, and (ii) 30 days after the Effective Date of this Agreement, and (iii) the date that this Agreement has been duly approved by the Seller and written notice thereof has been delivered to Purchaser (the "Due Diligence Period") to enter upon the Property during daylight hours to conduct any tests and examinations, physical and economic, of the Property and development potential thereof which Purchaser deems advisable, including, surveys, without limitation, soil boring tests, groundwater samples, geotechnical, environmental tests, and any tests to determine the existence of hazardous substances (collectively, "Inspections") at Purchaser's sole risk, cost and expense. No inspections shall be performed at the Property without advance notice to Seller so that Seller may have a representative present if Seller elects to send a representative. Purchaser and Purchaser's agents and contractors shall have the reasonable right of ingress and egress to the Property for the Inspections, upon not less than twenty-four (24) hours' prior notice to Seller (email notice to Seller's notice addresses set forth below being sufficient). Notwithstanding anything to the contrary, in no event shall the Due Diligence Period expire later than June 30, 2022 at 5:00 P.M. This Due Diligence Period Expiration date shall be firm and shall remain in full force and effect even as the Perpetual Profit Sharing and Construction Agreement is being finalized.

(b) Purchaser shall submit to Seller its third party Inspection proposals for Seller's approval, which shall not be unreasonably withheld.

(c) All inspections shall be made in accordance with all applicable laws and shall be at the sole expense of the Purchaser. Purchaser shall use reasonable care and consideration in connection with any of its inspections and shall not interfere with the operation of or ongoing construction at the Property. If any inspection or test damages the Property, Purchaser shall restore the Property to substantially the same condition existing immediately prior to Purchaser's first entry onto the Property; provided however that Purchaser shall have no liability or obligation with respect to the mere discovery of pre-existing conditions. Purchaser shall provide Seller with copies of all due diligence materials and findings.

(d) Purchaser shall keep the Property free and clear of any liens arising from its Inspections and will indemnify, defend, and hold Seller harmless from all claims and liabilities (including, without limitation, claims and liabilities relating to the handling of hazardous materials by Purchaser, its employees, agents, contractors or representatives) asserted against Seller or sustained by Seller as a result of any actual damage or injury to any person or property as a result of the performance of the inspections by Seller, its agents, employees, or representatives. The foregoing indemnification shall not extend to claims or damages suffered by Seller by reason of Purchaser's discovery of any violations of any laws, pre-existing conditions, including environmental laws, or claims or damages arising out of or related to Seller or its agents' negligence, misconduct, acts or omissions.

(e) Purchaser shall maintain or cause to be maintained by its contractors that enter upon the Property commercial general liability insurance in the amount of at least \$1 million combined single limit against any loss, liability or damage on, about or relating to all or any portion of the Property, by a company, and in form, coverages and amounts, reasonably satisfactory to Seller, naming Seller, as additional insured, with any endorsements as Seller shall reasonably require, including, without limitation, coverage (by contractual liability endorsement) for Purchaser's indemnity obligations contained in this Agreement. Purchaser shall provide Seller with evidence of such insurance coverage prior to entry by Purchaser or its contractors onto the Property. All insurance shall provide that it shall not be canceled or changed without at least thirty (30) days prior written notice to Seller. If Seller approves of a third party contractor to enter the Property per a proposal shown to Seller, then Seller shall be deemed to have conclusively approve the insurance status.

(f) Purchaser agrees that it shall not disclose any information related to the Property or Purchaser's proposed purchase of the Property (collectively, "Confidential Information") to any third parties without the prior written consent of Seller; provided, however, that Purchaser may make disclosures relating to the Confidential Information it obtains (a) to its potential and existing partners, members, directors, officers, shareholders, investors, financing sources, creditors, attorneys, accountants, employees, consultants, representatives and agents (collectively, "Purchaser's Representatives"), or (b) in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction or as otherwise required to comply with applicable laws. Confidential Information shall not include information that (i) becomes generally available to the public, without violation of any obligation of confidentiality by

Purchaser or Purchaser's Representatives; (ii) becomes available to Purchaser or Purchaser's Representatives from a third party on a non-confidential basis; or (iii) is independently developed by Purchaser or Purchaser's Representatives without reference to the confidential Information provided by Seller.

(g) In the event Purchaser is not satisfied in its sole discretion with any aspects of this transaction or the Inspections for any reason whatsoever or for no reason, or the Property and the feasibility of same for Purchaser's intended use, Purchaser shall have the right, in its sole and absolute discretion, to cancel this Agreement by the delivery of written notice thereof, to Seller on or before the end of the Due Diligence Period, whereupon this Agreement shall be deemed terminated and the Deposit shall be returned to Purchaser and the parties shall be thereafter relieved of any and all further obligations each to the other hereunder, except for those that expressly survive the Closing or earlier termination of this Agreement.

(h) If Purchaser fails to terminate this Agreement prior to the expiration of the Due Diligence Period, the Deposit shall become non-refundable under any circumstance, other than the default of Seller or failure of conditions precedent.

8. PROPERTY DOCUMENTS.

Seller agrees to provide the documents listed on Exhibit "B" attached hereto, to the extent in Seller's actual control and possession (the "Diligence Materials") within three (3) business days following the Effective Date. Seller makes no representation or warranty to Purchaser as to the accuracy or completeness of the Diligence Materials.

9. SELLER'S CLOSING OBLIGATIONS. At Closing Seller shall deliver to Title Company the following (collectively, the "Seller's Documents"):

(a) A special warranty deed (the "Deed");

(b) An affidavit (with warranty and indemnity required to insure the gap at Closing) from Seller, in form acceptable to the Title Company, with regard to (i) the absence of liens, tenancies, judgments and other matters, and rights of parties in possession; (ii) Seller's covenant that Seller has not and will not affect title between the effective date of the Title Commitment and the recording of the Deed; and (iii) that Seller is not a foreign person for purposes of satisfying the Foreign Investment in Real Property Tax Act ("FIRPTA"). If Seller is a foreign person for purposes of FIRPTA, at Closing, 10% of the Purchase Price shall be submitted to the IRS pursuant to FIRPTA requirements;

(c) A Closing Statement prepared by the Title Company chosen by Seller (the "Closing Statement"); and

(d) Such other instruments as the Title Company shall reasonably require to satisfy any requirements set forth in the Commitment, including certificates of good standing, operating agreement and appropriate corporate/company resolutions authorizing the sale.

10. PURCHASER'S CLOSING OBLIGATIONS. At Closing, Purchaser shall:

(a) Pay the Purchase Price to the Title Company in immediately available funds via wired federal funds with Purchaser being given a credit against the Purchase Price for the Deposit, but excluding all interest accruing thereon;

(b) Execute and deliver to Title Company the Closing Statement; and

(c) Execute and deliver to the Title Company such other instruments as the Title Company shall reasonably require satisfying any requirements set forth in the Commitment, including certificates of good standing and appropriate corporate/company resolutions authorizing the purchase.

10.1 **CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.** Purchaser's obligation to purchase the Property from Seller is subject to the following conditions precedent ("Purchaser's Conditions Precedent"):

(a) All of the representations and warranties of Seller contained in this Agreement (without regard to any limitation relating to matters of which Seller has knowledge or is otherwise aware) shall have been true and correct when made and shall be true and correct in all material respects on the Closing Date.

(b) Full possession of the Property, free of tenants and other occupants, shall be delivered to Purchaser.

(c) Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of the Closing.

(d) All conditions to Closing specified elsewhere in this Agreement shall have been fulfilled or satisfied, as the case may be.

(e) If, at the time of the Closing, any of the foregoing Purchaser's Conditions Precedent have not been fulfilled, Purchaser may, at its option, do either of the following: (i) waive such condition and close in accordance with this Agreement; or (b) Terminate this Agreement and receive a refund of all deposits.

11. **CLOSING.** The closing (the "Closing") shall occur on or before September 30, 2022 (such date being referred to as the "Closing Date"), through an escrow closing with the Title Company chosen by Seller. Purchaser, in its sole discretion, may elect to only pay the direct costs associated with retiring the Town's general revenue bond on the Closing Date, and to pay the remainder of the Purchase Price on or before December 31, 2022. In the event that Purchaser elects this option, Closing shall occur on or before December 31, 2022. Purchaser may secure its interest in the Property by recording a lien for the amount paid. In the event that Closing does not occur, the amount paid shall be forfeited, in addition to all of the additional rights and remedies contained herein.

12. CLOSING ADJUSTMENT AND PAYMENTS.

(a) The Seller is a municipality and is exempt from ad valorem county property taxes. Accordingly, no proration of property taxes shall be done between the parties. Purchaser shall pay the full 2022 ad valorem taxes with no prorations owed by Seller.

(b) Purchaser shall pay any and all documentary stamps, surtax and other transfer taxes in connection with the recording of the Deed and the costs of recording any corrective instruments that are needed to cure any title defects.

(c) Purchaser shall pay (i) the recording fee payable upon recording the Deed, (ii) the cost of Purchaser's survey, (iii) the costs of the Commitment and the title insurance premium and endorsement charges for the owner's policy of title insurance and loan policy of title insurance (if applicable), and (iv) the documentary stamp taxes, intangible tax and recording charges for any loan documents in connection with any loan obtained by Purchaser.

13. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Purchaser as follows:

(a) Seller has full capacity, right, power and authority to enter into and perform its obligations under this Agreement in accordance with a resolution adopted by the Town Council on June 2, 2022. The execution and delivery of this Agreement by Seller, and the performance of this Agreement by Seller, have been duly authorized by Seller, and this Agreement is binding on Seller and enforceable against Seller in accordance with its terms. The person signing this Agreement on behalf of Seller have/have been duly authorized to sign and deliver this Agreement on behalf of Seller.

(b) Seller is not a "foreign person", as defined in Section 1445 of the Internal Revenue Code, and shall comply with all requirements imposed by the Internal Revenue Service in regard to same.

(c) Seller has not granted any other party the right or option to purchase the Property or any part thereof.

(d) Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, or (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets.

(e) Seller is currently in compliance with (and to Seller's Knowledge any person with an interest of any nature in Seller (whether directly or indirectly) is in compliance with), and shall at all times during the term of this Agreement (including any extension thereof) remain in compliance with, the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

(f) There are no service contracts, written or oral, affecting the Property, or any portion thereof, or the use or operation thereof, except those that may be terminated upon thirty (30) days notice following Closing.

- (g) There are no parties in possession of the Property.
- (h) To the Town Administrator's knowledge, there are no recognized environmental conditions at the Property or any portion thereof.
- (i) Seller is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would materially adversely limit or restrict Seller's right to enter into or ability to carry out this Agreement.
- (j) Neither the execution of this Agreement nor the consummation of the transactions contemplated herein by Seller will constitute a breach under (i) any indenture, contract, instrument or agreement to which Seller is a party or by which Seller is bound or affected, or (ii) law, order, ruling, ordinance, rule, order or regulation with respect to Seller, in each case, which breach would materially adversely limit or restrict Seller's right to enter into or ability to carry out this Agreement.
- (k) To the Town Administrator's knowledge, the Seller has not received written notice of any legal actions, suits or similar proceedings pending and served against Seller that affect the Property and are not covered by insurance, nor, to the actual knowledge of Seller, have any legal actions, suits or similar proceedings been threatened in writing against Seller that affect the Property.
- (l) To the Town Administrator's knowledge, the Seller has not received written notice of any pending, nor to Seller's actual knowledge are there any threatened actions in writing, by any governmental authority having the power of condemnation or eminent domain which might result in all or any portion of the Property or any interest therein being taken by eminent domain, condemnation or conveyed in lieu thereof.
- (m) To the Town Administrator's knowledge, Seller has received no written notice from any governmental authority alleging that the Property is in violation of applicable laws, ordinances or regulations which remain uncured.
- (n) To the actual knowledge of the Town Administrator, and except as disclosed in any environmental assessment or other environmental reports, documentation or correspondence included as part of the due diligence material provided to Purchaser, within the twelve (12) month period prior to the Effective Date, Seller has received no written notice that the Property is in violation of any Environmental Laws.
- (o) To the Town Administrator's knowledge, Seller has not received any written notice of any planned public improvements that may result in a special tax or assessment against any portion of the Property.
- (p) To the Town Administrator's knowledge, Seller nor any affiliate of Seller has, and each has not had, any employees that were employed in connection with the operation and maintenance of the Property which employment would continue after the Closing Date. Neither Seller nor any affiliate of Seller has any employment agreements, either written or oral, with any person which would require Purchaser to employ any person or which would impose any obligation on Purchaser after the Closing Date.

If, between the Effective Date and the Closing, either Seller or Purchaser becomes aware of any facts that render any of the representations and warranties to be false, it will give prompt

written notice specifying same to the other party. If Purchaser obtains actual knowledge not later than the end of the Due Diligence Period of any facts that render any of the representations and warranties to be false, then in the event Purchaser does not terminate this Agreement prior to the end of the Due Diligence Period, such representations and warranties shall be deemed modified to include the information to which Purchaser has obtained actual knowledge prior to the end of the Due Diligence Period. In the event Purchaser obtains actual knowledge between the end of the Due Diligence Period and the Closing that any representation or warranty of Seller in this Agreement is untrue or incorrect in any material respect, and Seller does not cure such breach within the cure period set forth below, except to the extent such representations are made only as of the Effective Date, Purchaser shall have the right, as its sole and exclusive remedy, to either (i) terminate this Agreement and obtain a refund of the Deposit and all interest earned thereon or (ii) waive such breach and close and take title to the Property subject to the truth of the applicable matter, without reduction in the Purchase Price. Seller shall have the right to cure any breaches of representations and warranties that can be cured and may delay closing for a period of up to thirty (30) days in order to effectuate such cure. The representations and warranties of Seller set forth in this Section shall terminate at Closing.

14. PURCHASER'S REPRESENTATIONS AND WARRANTIES. Purchaser represents and warrants to Seller as follows:

(a) Purchaser has full authority to execute, deliver and perform this Agreement and has obtained all consents of any other Party that are required for such purpose, if any. The execution and delivery of this Agreement by Purchaser, and the performance of this Agreement by Purchaser, have been duly authorized by Purchaser, and this Agreement is binding on Purchaser and enforceable against Purchaser in accordance with its terms.

(b) Purchaser has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Purchaser's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Purchaser's assets, or (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets.

(c) Purchaser is currently in compliance with (and to Purchaser's knowledge any person with an interest of any nature in Purchaser (whether directly or indirectly) is in compliance with), and shall at all times during the term of this Agreement (including any extension thereof) remain in compliance with, the regulations of the OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

15. AS IS PURCHASE.

(a) Except to the extent otherwise expressly provided in this Agreement or in the Seller's Documents, Seller is not making and has not made any representations, guaranties, covenants, statements or warranties of any type, kind or nature, expressed or implied with respect

to any aspect of the Property, including, without limitation, the structural integrity of any improvements on the Property, the conformity of the improvements to any plans or specifications for the Property that may be provided to Purchaser, the conformity of the Property to applicable zoning or building code requirements, the existence of soil stability, past soil repairs, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, or any other matter effecting the stability of the integrity of the Real Property or the improvements thereon or any other matter or thing of any type, kind, nature or character whatsoever, relating to or affecting the Property. Except to the extent otherwise specifically provided in this Agreement or in the Seller's Documents, the Property is being conveyed "AS IS, AND WITH ALL FAULTS", WITHOUT ANY REPRESENTATION OR WARRANTY BY SELLER. PURCHASER AGREES TO ACCEPT THE PROPERTY WITH ALL PATENT AND LATENT DEFECTS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN THE SELLER'S DOCUMENTS, SELLER HAS NOT MADE AND IS NOT MAKING ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES. EXCEPT TO THE EXTENT OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT OR IN THE SELLER'S DOCUMENTS, PURCHASER HEREBY RELEASES SELLER TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (IN CONTRACT, TORT OR OTHERWISE) FROM ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION WITH RESPECT TO OR RELATING TO: (i) THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE QUALITY OF CONSTRUCTION, WORKMANSHIP, CONDITION, STATE OF REPAIR, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY OF DIMENSIONS, WHETHER THE IMPROVEMENTS ARE STRUCTURALLY SOUND, IN GOOD CONDITION OR IN COMPLIANCE WITH APPLICABLE CITY, COUNTY, STATE OR FEDERAL STATUTES, CODES, OR REGULATIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HAZARDOUS MATERIALS OR ANY OTHER ENVIRONMENTAL MATTERS AND THE AMERICANS WITH DISABILITIES ACT, (ii) OPERATION OF MECHANICAL SYSTEMS, EQUIPMENT AND FIXTURES, SUITABILITY OF SOIL OR GEOLOGY, (iii) ABSENCE OF DEFECTS OR HAZARDOUS OR TOXIC MATERIALS OR WASTES, (iv) ANY PAST, PRESENT OR FUTURE OPERATING RESULTS, INCLUDING BOTH INCOME AND EXPENSES, ANY PROJECTIONS WITH RESPECT TO OPERATING RESULTS, (v) THE FINANCIAL VIABILITY OF THE PROPERTY, OR (vi) THE COMPLETENESS OR ACCURACY OF ANY BOOKS OR RECORDS, FINANCIAL OR OTHERWISE, OF SELLER PERTAINING TO THE PROPERTY. PURCHASER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE SELLER'S DOCUMENTS, PURCHASER ACCEPTS THIS PROPERTY WITHOUT RELYING UPON AND HEREBY REPRESENTS THAT IT HAS NOT RELIED UPON ANY SUCH REPRESENTATION OR WARRANTY BY SELLER OR BY ANY OTHER PERSON AND BASED SOLELY UPON PURCHASER'S OWN INSPECTIONS, INVESTIGATIONS AND FINANCIAL ANALYSIS OF THE PROPERTY.

(b) Purchaser is relying solely upon its own investigations and inspections of the Property in entering into this Agreement except to the extent otherwise specifically provided in this Agreement or in the Seller's Documents. Purchaser represents to Seller that Purchaser is experienced in real property transactions.

(c) Purchaser acknowledges that, except to the extent otherwise expressly provided in this Agreement or in the Seller's Documents, any diligence materials or information, whether written or oral, or in the form of maps, surveys, plats, soil reports, engineering studies, inspection reports, plans, specifications, or any other information whatsoever, without exception, pertaining to the Property, any and all records, financial information, operating history, expenses, income, valuation, profitability, tax treatment, projections, rents rolls, leases and other documents pertaining to the use and occupancy of the Property, income thereof, the cost and expense of maintenance thereof, and any and all matters concerning the conditions, suitability, integrity, marketability, compliance with law, or other attributes or aspects of the Property and improvement thereon, is furnished solely as a courtesy and that Purchaser is not relying upon any of this information in its decision to purchase and its purchase of the Property. Seller has neither verified the accuracy of the statements or other information therein contained nor the qualifications of the persons preparing such information. Seller is not liable for and Purchaser hereby releases and forever waives Seller from any express or implied warranties, guaranties, covenants, representations, information or statements made by Broker or any of its sales agents or employees, or by any other third parties and Purchaser has not relied upon any information, statements, material, offering packages and covenants made or furnished by Seller, Broker, the managers of the property or any other real estate broker(s) or agent(s) representing or purporting to represent Seller, directly or indirectly, to whomever made, orally or in writing, unless expressly set forth in this Agreement or in the Seller's Documents. Purchaser acknowledges that the Purchase Price reflects and takes into account that the Property is being sold "As is, Where is, with All Faults", except as otherwise provided in this Agreement or the Seller's Documents.

(d) Except to the extent otherwise specifically provided in this Agreement or in the Seller's Documents, after Closing Purchaser expressly assumes all risks and liability for damages arising from the condition and operation of the Property.

16. RISK OF LOSS. If, prior to the Closing Date, any material portion of the Property is destroyed or damaged by casualty or if any portion thereof is taken or appropriated by eminent domain or similar proceedings, or if there is any threat or notice of such pending or contemplated, then Purchaser shall have the option to terminate this Agreement by giving written notice thereof to Seller at the latest within ten (10) days of Seller's written notice to Purchaser of such casualty or condemnation, and Purchaser shall receive a refund of the Deposit and thereafter the parties shall have no further liability to one another.

17. ASSIGNMENT. The terms and conditions of this Agreement are hereby made binding on the executors, heirs, administrators, successors and assigns of the parties hereto. Purchaser shall not be permitted to assign this Agreement, without the prior written consent of Seller, unless it is to an entity controlling, controlled by or under common control with Purchaser and/or Purchaser principals, subject to providing Seller with a copy of the executed assignment and assumption agreement at least five (5) business days prior to the Closing Date and provided that Purchaser remains jointly and severally liable for all obligations under this Agreement. Any attempted assignment of this Agreement that does not comply with the provisions of this Section shall be null and void.

18. SELLER'S DEFAULT. In the event that Seller shall fail to fully and timely perform any of its obligations hereunder, and such failure is not cured or remedied within five (5) business days after receipt of written notice thereof given by Purchaser to Seller (except that Seller shall not be entitled to any notice and/or cure rights for a failure to close on the Closing Date), then Purchaser may, as its sole and exclusive remedy: (a) terminate this Agreement and receive a return of the Deposit, and the parties shall thereupon be released from all further obligations hereunder, except those which are expressly stated to survive termination, or (b) seek specific performance of the Seller's obligations hereunder. Purchaser waives any claim for actual, compensatory, consequential and/or punitive damages and any other remedy available to Purchaser at law or in equity.

19. PURCHASER'S DEFAULT. In the event that Purchaser shall fail to perform any of its obligations hereunder, and such failure is not cured or remedied within five (5) business days after receipt of written notice thereof given by Seller to Purchaser, then Seller may, as Seller's sole and exclusive remedy, terminate this Agreement and receive the Deposit as liquidated damages. Purchaser and Seller acknowledge and agree that the damages that would be suffered by Seller in the event of a default by Purchaser are not readily ascertainable and that the liquidated damages provided above are fair and reasonable damages Seller may incur due to Purchaser's default. Nothing in this paragraph shall in any way limit Seller's right to enforce Purchaser's indemnity obligations under this Agreement or maintain an action for damages against Purchaser for its breach of such indemnity obligations. Except for such indemnity obligations, Seller waives any claim for actual, compensatory, consequential and/or punitive damages and any other remedy available to Seller at law or in equity.

20. NOTICES. Any notice or other communication to be given to either party in connection with this Agreement must be in writing to be effective and be given by hand delivery, Federal Express (or equivalent service), certified mail, or facsimile transmission. Such notice shall be deemed to have been given and received: (i) when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail, (ii) if hand delivered or delivered by Federal Express or other equivalent service, when actually received or when delivery is refused, or (iii) if delivered by facsimile or electronic transmission, upon receipt of confirmation of successful transmission. Such notices shall be given to the parties at the following addresses:

If to Seller: The Town of Southwest Ranches
 13400 Griffin Road
 Southwest Ranches, FL 33330
 Attn: Andrew Berns, Town Administrator
 Phone: 954-434-0008
 E-mail: aberns@southwestranches.org

with a copy to: Government Law Group
200 S. Andrew Ave., Suite 601
Fort Lauderdale, Florida 33301
Attn: Keith Poliakoff, Esq.
Phone: 954-909-0590
E-Mail: kpoliakoff@govlawgroup.com
(this is also the notice direction for Escrow Agent)

And a copy to: Paul Feldman, P.A.
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131
Attn: Paul Feldman, Esq.
E-Mail: paul@feldmanclosings.com

If to Purchaser: MG3 SWR Industrial, LLC
2980 NE 207th Street, Suite #603
Aventura, FL 33180
Attn: Hernan Leonoff, Marcelo Saiegh or Gustavo Bogomolni
E-mail: hleonoff@mg3developer.com;
msaiegh@mg3developer.com;
gbogomolni@mg3developer.com

with a copy to: Reisman Law Group, P.A.
Steven M. Reisman, Esq.
Attn: Steven M. Reisman
Phone: 786-286-1160
Email:steven@reismanlawgroup.com

Notice given by an attorney for either party shall be deemed as effective notice given by such party.

21. DEPOSIT. The Deposit, if, as, and only to the extent received by Escrow Agent, shall be held in escrow by the Escrow Agent, counsel to Seller, upon the following terms:

(a) All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may co-mingle the Deposit received in escrow with escrow Deposit of others, but shall deposit such Deposit in its typical and customary law firm trust account. Unless otherwise indicated in this Agreement, Escrow Agent shall be under no obligation to invest the Deposit on behalf of any depositor, nor shall it be accountable for any earnings or incidental benefit attributable to the Deposit which may be received by Escrow Agent while it holds such Deposit. If, in accordance with this Agreement, the Deposit is invested in interest bearing investments with the written consent of the parties the interest shall be disbursed as, and shall be deemed included in, the Deposit except as may be otherwise specified in this Agreement.

(b) Escrow Agent shall be entitled to rely on any instrument Escrow Agent in good faith believes to be genuine. Escrow Agent shall not be liable for any loss or damage unless occasioned by its gross negligence or willful misconduct. Escrow Agent shall in no event be liable for any loss resulting from the following:

(i) The financial status or insolvency of any other party, or any misrepresentation made by any other party.

(ii) Any penalties, or loss of principal, or interest or any delays in the withdrawal of the Deposit which may be imposed by the depository bank as a result of the making or redeeming of the investment of the Deposit.

(iii) Any legal effect, insufficiency or undesirability of any instrument deposited with or delivered by or to Escrow Agent or exchanged by the parties, whether or not Escrow Agent prepared such instrument.

(iv) The default, error, action or omission of any other party to this Agreement.

(v) Any loss or impairment of the Deposit while in the course of collection or while on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of a financial institution, or due to the invalidity of any draft, check, document or other negotiable instrument delivered to Escrow Agent.

(vi) The expiration of any time limit or other consequence of delay, unless a properly executed settlement instruction, accepted by Escrow Agent has instructed the Escrow Agent to comply with said time limit.

(vii) Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

(c) Upon completion of disbursement of the Deposit, Escrow Agent shall be automatically released and discharged of its escrow obligations except the duty to account for sums previously disbursed.

(d) These conditions of escrow shall apply to and be for the benefit of agents of the Escrow Agent employed by it for services in connection with this escrow, as well as for the benefit of Escrow Agent.

(e) If litigation is instituted relating to this escrow or the Deposit, the parties agree that Escrow Agent shall be held harmless from any reasonable attorneys' fees, court costs and expenses relating to that litigation to the extent that litigation does not arise as a result of the Escrow Agent's gross negligence or willful misconduct. The parties agree that Escrow Agent may charge the Deposit with any such reasonable attorneys' fees, court costs and expenses as they are incurred by Escrow Agent. Should conflicting demands be made on Escrow Agent, or should Escrow Agent, in good faith, believe that any demands with regard to the Deposit are in conflict or are unclear or

ambiguous, Escrow Agent may bring an interpleader action in an appropriate court and/or deposit the Deposit into the registry of any court having jurisdiction. Escrow Agent may lay claim to or against the Deposit for its reasonable costs and attorneys' fees in connection with such action, through final appellate review. To that end, the parties agree to indemnify Escrow Agent from all such reasonable attorneys' fees, court costs and expenses. The parties recognize that the Escrow Agent is the law firm representing Seller, and hereby agree that such law firm may continue to represent Seller in any dispute, controversy, litigation, and the like pursuant to this Agreement.

(f) Escrow Agent may, at its option, resign as escrow agent at any time upon at least ten (10) days' prior notice to the parties. Upon such notice the parties shall designate in a written notice to Escrow Agent a substitute escrow agent to which Escrow Agent shall transfer the Deposit. If the parties fail to designate a substitute escrow agent Escrow Agent may transfer the Deposit to any title insurance company or commercial bank and the parties will execute any commercially reasonable escrow agreement and pay any commercially reasonable charges required as a condition to such company or bank acting as escrow agent.

22. FURTHER ASSURANCES. Each of the parties hereto agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it in order to carry out this Agreement and give effect thereto, whether prior to or after Closing. The parties hereto acknowledge that it is to their mutual benefit to effectuate an orderly and efficient transfer of the ownership as contemplated hereby. Accordingly, without in any manner limiting its specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement. The provisions of this paragraph shall survive Closing of this Agreement and delivery of the Deed.

23. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation hereunder shall be Broward County, Florida. The provisions of this paragraph shall survive the termination of this Agreement or the Closing (as the case may be).

24. WAIVER OF TRIAL BY JURY. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO (1) THIS AGREEMENT OR ANY OF THE DOCUMENTS DELIVERED IN CONNECTION HERewith OR (2) ANY CLAIMS, DEFENSES, RIGHTS OF SET OFF OR OTHER ACTIONS PERTAINING HERETO OR THERETO. The provisions of this Section 24 shall survive the Closing or the earlier termination of this Agreement.

25. ATTORNEYS' FEES. In the event of any dispute hereunder, or in connection with the execution of this Agreement, or otherwise relating to the relationship of Purchaser and Seller contemplated hereby, the prevailing party in any legal proceeding brought to resolve such dispute shall be entitled to recover from the non-prevailing party in any such proceeding, all of such prevailing party's reasonable attorney's fees and disbursements, at both trial and appellate levels and in bankruptcy. The provisions of this paragraph shall survive the Closing.

26. NO PERSONAL OR JOINT AND SEVERAL LIABILITY.

(a) This Agreement and all documents, understandings and arrangements relating hereto and/or to the transactions contemplated hereby have been negotiated, executed and delivered on behalf of Seller and Purchaser by their respective members, partners and/or officers in their representative capacities and not individually, and bind only the assets of Seller and Purchaser (including any assignee), respectively, and no shareholder, officer, director, employee, member, partner, agent or trustee of either the Seller or Purchaser shall be bound or held to any personal liability or responsibility in connection with the agreements, obligations and undertakings of Seller or Purchaser, as the case may be, hereunder and/or under any documents, understandings and arrangements relating hereto and/or to the transactions contemplated hereby. Any Person dealing with Seller and/or Purchaser in connection herewith shall look solely to the assets of Seller and Purchaser (including any assignee), respectively, for the payment of any claim or for the performance of any of its agreements, obligations or undertakings hereunder. Each party acknowledges and agrees that each agreement and other document executed by the other party in accordance with or in respect of this Agreement and the transactions contemplated hereby shall be deemed and treated to include in all respects and for all purposes the provisions of this Section.

(b) The provisions of this Section 26 shall survive the Closing or the earlier termination of this Agreement.

27. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding between Seller and Purchaser relating to the sale and purchase of the Property, superseding all prior agreements (if any) between Seller and Purchaser relating to the sale of the Property, and shall not be altered, modified or amended, except by an instrument in writing, signed by the party against whom enforcement of such alteration, modification or amendment is sought.

28. COUNTERPARTS; FACSIMILES. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which when taken together will constitute the same agreement. The provisions of this paragraph shall survive the Closing and the delivery of the Deed. A facsimile signature shall be deemed for all purposes to be an original.

29. AMENDMENTS. This Agreement may not be changed, modified, supplemented or terminated, nor may any of the obligations hereunder or provisions hereof be waived, except by an instrument executed by the party hereto which is or will be affected by the terms of such change, modification, supplementation or termination. The provisions of this paragraph shall survive the Closing and the delivery of the Deed.

30. WAIVER. No waiver by either party of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

31. SUCCESSORS AND ASSIGNS. The covenants, agreements, representations and warranties herein contained shall inure to the benefit of, and shall bind, the successors and

permitted assigns of the respective parties hereto. The provisions of this paragraph shall survive the termination of this Agreement or the Closing (as the case may be).

32. NO THIRD PARTY BENEFICIARIES. Purchaser and Seller agree that there are no intended third party beneficiaries of any of the provisions of this Agreement or any of the other agreements or instruments executed in connection herewith, and no third parties shall have any rights hereunder or thereunder. The provisions of this paragraph shall survive the Closing and the delivery of the Deed.

33. PARTIAL INVALIDITY. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. The provisions of this paragraph shall survive the termination of this Agreement or the Closing (as the case may be).

34. INTERPRETATION.

(a) The headings of the various Paragraphs of this Agreement have been inserted solely for the purposes of convenience, are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

(b) This Agreement and the Exhibits hereto and all other closing documents and instruments to be executed in connection herewith have been negotiated at length by Seller and Purchaser, and the parties mutually agree that for the purpose of construing the terms of this Agreement or said Exhibits or other documents or instruments, neither party shall be deemed responsible for the authorship thereof.

(c) Words used herein in the singular or plural shall include the plural or singular and words used herein in the masculine, feminine or neuter gender shall include the other genders, all where the context of this Agreement requires. The terms “hereof,” “herein,” “hereunder” or words of similar import shall refer to this Agreement in its entirety. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

(d) The provisions of this Section shall survive the Closing and the delivery of the Deed.

35. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, successors, and permitted assigns of the parties hereto.

36. TIME OF THE ESSENCE. Time is of the essence in this transaction and with respect to each provision in this Agreement, and no time period shall be extended except by written agreement by and between the parties hereto. Such extension of any one time period shall not be deemed to extend any other time period or periods not expressly agreed upon in writing. The provisions of this paragraph shall survive the Closing and the delivery of the Deed.

37. TIME PERIODS. If the final day of a period or date of performance under this Agreement falls on a Saturday, Sunday or legal holiday then the final day of the period or the date of performance shall be deemed to fall on the next day which is not a Saturday, Sunday or legal holiday. For purposes of this Agreement, the "Effective Date" of this Agreement is the date on which the last one of the Seller and Purchaser has signed or initialed and delivered this offer or the final counteroffer.

38. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

39. BROKERAGE. Each party hereto represents and warrants to the other that it has not consulted, dealt or negotiated with any real estate broker, salesperson or agent in connection with the sale and purchase of the Property. Each party hereby agrees to indemnify and hold harmless the other from and against any and all loss and liability resulting from or arising out of any claim that such party has consulted, dealt or negotiated with any real estate broker, salesperson or agent (other than Seller's Broker and Purchaser's Broker) in connection with the transaction which is the subject of this Agreement. This provision shall survive the Closing.

40. TAX DEFERRED EXCHANGE. **If so requested by either party, the other party will cooperate in structuring and completing this transaction for the requesting party so as to effect a like kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. In particular, such other party will consent to the assignment by the requesting party prior to the Closing hereunder of its rights hereunder to a "qualified intermediary" or other third party for such purposes. The foregoing notwithstanding, in connection with any such exchange, neither party shall have any obligation to acquire title to any real property nor to enter into any contract: (i) that may create or impose upon such party any non-monetary obligation or negative covenant; (ii) that does not provide that the sole and exclusive remedy of any seller for a breach shall be to retain as liquidated damages the deposit paid to said seller; or (iii) that requires such party to execute any mortgage, deed of trust or similar financing instrument. It is further agreed that: (1) neither party shall assume any responsibility for the tax consequences to any other party arising out of any exchange effected pursuant to this Section; (2) the requesting party shall reimburse the other party for all additional costs and expenses (including reasonable attorney's fees) incurred by such other party in connection with any such exchange; and (3) the requesting party shall indemnify and hold the other party harmless from and against any and all loss, cost, damage, expense or other liability (including reasonable attorneys' fees) that such other party may incur or suffer in the performance of its obligations under this Section.**

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Purchaser and Seller have caused this Agreement to be executed as of the day and year first above written.

SELLER:

**TOWN OF SOUTHWEST RANCHES, a
municipal corporation of the State of Florida**

BY: _____
Steve Breitzkreuz, Mayor

ATTEST: _____
Russell Muniz, Assistant Town Administrator/Town Clerk

Date: _____, 2022

APPROVED AS TO FORM AND CORRECTNESS:

Keith Poliakoff, Town Attorney

PURCHASER:

**MG3 SWR INDUSTRIAL, LLC, a Delaware
limited liability company**

By: _____
Name: _____
Title: _____

Date: _____, 2022

EXHIBIT "A"

LEGAL DESCRIPTION

+/- 24.4373 acres located in the Town of Southwest Ranches, Broward County, Florida

Lots 60, 61, 62, and the Vacated Right-Of-Way of Sylvan Pass, according to the Replat of Portion of West Broward Industrial Park, according to the Plat thereof, recorded in Plat Book 157, Page 39 of the Public Records of Broward County, Florida,

LESS and EXCEPT the property conveyed for Road Easement by Warranty Deed recorded on April 11, 2012 in the Official Records Book 48658, Page 890, of the Public Records of Broward County, Florida.

and

LESS and EXCEPT the property conveyed by Right of Way Dedication by Quit Claim Deed recorded on April 24, 2012 in Official Records Book 48692, Page 1978 of the Public Records of Broward County, Florida.

Said lands lying and situate in Broward County, Florida, containing 1,061,220 square feet, 24.3622 acres, more or less.

EXHIBIT "B"

DILIGENCE MATERIALS

1. Copy of Existing Title Insurance Policy
2. Existing survey,
3. Seller's existing title insurance policy

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PERPETUAL PROFIT SHARING AND CONSTRUCTION AGREEMENT

By and between

TOWN OF SOUTHWEST RANCHES, FLORIDA

AND

MG3 SWR INDUSTRIAL, LLC

RELATING TO THE PROPERTY LEGALLY DESCRIBED AS:

Lots 60, 61, 62, and the Vacated Right-Of-Way of Sylvan Pass, according to the Replat of Portion of West Broward Industrial Park, according to the Plat thereof, recorded in Plat Book 157, Page 39 of the Public Records of Broward County, Florida,

LESS and EXCEPT the property conveyed by Warranty Deed recorded on April 7, 2016 in the Official Records, Instrument #113615667 of the Public Records of Broward County, Florida.

Dated: June ____, 2022

PERPETUAL PROFIT SHARING & CONSTRUCTION AGREEMENT

THIS PERPETUAL PROFIT SHARING & CONSTRUCTION AGREEMENT, dated as of this ____ day of June, 2022 (the "Effective Date"), by and between the TOWN OF SOUTHWEST RANCHES, a municipal corporation organized and existing under the laws of the State of Florida, Broward County, Florida ("SWR"), and MG3 SWR INDUSTRIAL, LLC, a Delaware Corporation ("MG3").

RECITALS:

WHEREAS, on June ____, 2022, SWR entered into a Purchase/Sale Agreement with MG3 for the property +/- 24.4373 Acres of Vacant Land, Southwest Ranches, Florida (the "Property"); and

WHEREAS, in further consideration of the Purchase/Sale Agreement, SWR and MG3 have agreed to enter into a Perpetual Profit Sharing & Construction Agreement for the Property (the "Agreement"); and

WHEREAS, MG3 proposes to develop the Property for Industrial use and Outdoor Storage in accordance with the approval by SWR, as conceptually shown on Exhibit "A", attached hereto (referred to as "The Project"); and

WHEREAS, the Project, once developed, will generate revenue, will significantly enhance SWR, and will, in turn, bring significant economic growth and stability to the area;

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties that this Agreement is made upon the terms, covenants and conditions set forth.

DEFINITIONS

For purposes of this Agreement, the terms defined in this Article I shall have the following meanings:

"Agreement" is defined as this Perpetual Profit Sharing & Construction Agreement by and between SWR and MG3.

"Approved Project Plans" is defined as the Plans and Specifications for the Project that are or will be properly approved by the Town of Southwest Ranches, based upon the conceptual plan attached to this Agreement as Exhibit "A".

"SWR" is defined as the Town of Southwest Ranches, a municipal Corporation of the State of Florida.

"MG3" is defined as MG3 SWR Industrial, LLC, a Delaware Limited liability Corporation, its approved successor and assigns, in whole or in part.

"SWR Indemnified Party" is defined collectively as SWR and SWR's respective elected and appointed officials, directors, officers, employees, and agents.

"Commencement of Construction" is defined as the commencement of major work (such as pilings or foundations) for construction of the Improvements in accordance with the Approved Project Plans to be performed in connection with the construction of the Project. All preliminary work (including without limitation any environmental remediation and obtaining permits and approvals from all necessary governmental agencies) shall not be deemed to be Commencement of Construction.

"Improvements" is defined collectively as the buildings and other improvements, including the development of industrial and outdoor storage to be constructed by MG3 on the Subject Property pursuant to the Approved Project Plans.

"Construction Agreements" is defined as all agreements executed in connection with any construction affecting the Subject Property.

"Date of Acquisition" is defined as the date that MG3 takes title to the Subject Property.

"Default Notice" is defined as set forth in Section 8.1.

"Developer" is defined as MG3 SWR INDUSTRIAL, LLC, as defined above.

"Event of Default" or "Default" is defined as set forth in Section 8.1.

"Notice" is defined as set forth within Section 9.1.

"Plans and Specifications" is defined as the plans and specifications prepared by MG3 depicting the Project, which are formally approved by SWR.

"Project" is defined collectively as the land improvements consisting of infrastructure for industrial and outdoor storage, and any and all other uses as allowed by the zoning code of the Subject Property and as approved by SWR.

"Property" or "Subject Property" is defined as the +/- 24.4373 Acres of Vacant Land, Southwest Ranches, Florida legally described as:

Lots 60, 61, 62, and the Vacated Right-Of-Way of Sylvan Pass, according to the Replat of Portion of West Broward Industrial Park, according to the Plat thereof, recorded in Plat Book 157, Page 39 of the Public Records of Broward County, Florida,

LESS and EXCEPT the property conveyed by Warranty Deed recorded on April 7, 2016 in the Official Records, Instrument #113615667 of the Public Records of Broward County, Florida.

"Substantial Completion" or "Substantially Complete" is defined as (i) Developer has completed construction of the Project (but excluding any punch list items and tenant improvements) in accordance with the Approved Project Plans, Site Plan, Development Approvals, Permits, Applicable laws and this Agreement, (ii) the architect of record has executed an architect's certificate of completion for the Project or (iii) Developer has obtained the final certificates of completion for the Project from SWR.

"Term for Completion" is defined as that period of time commencing on the Effective Date and terminating as of the completion of all obligations and conditions set forth in Article 2, but in no event later than 36 months after wetland mitigation permits and building permits are issued, which will be sought with diligence.

ARTICLE 1

DESCRIPTION OF SHARED PROFITS IN PERPETUITY

At all times, MG3 Shall use its best efforts to maximize revenues procured by the development and improvements upon said Property.

MG3 shall timely develop said Property with improvements relating to industrial use and outdoor storage facilities as approved by SWR, and as conceptually shown in Exhibit "A", attached hereto, and incorporated herein by reference.

MG3 shall pay to SWR six percent (6%) of the total gross rental income, less insurance, less six percent (6%) of the real estate commissions paid, ad valorem taxes, and government assessments on a quarterly basis (the "Profit Share"). Quarterly payments shall be timely paid to SWR by the tenth (10th) day following the end of each quarter (the "Payment Date"). A late fee equal to one percent (1 %) per month of the amount due shall be imposed for failure to pay by the Payment Date.

In the event that MG3 pays an amount that is less than the amount owed, such payment shall be considered to be made only on account of the agreed to amount. No endorsement or statement on the check or letter shall be deemed to be an accord and satisfaction. SWR may accept any check or payment without prejudice to SWR's right to recover the balance due or pursue any other remedy available to SWR pursuant to this Agreement.

MG3 shall hold and shall retain the Property for a minimum of seven (7) years following Substantial Completion, but shall have the ability to transfer the Property to a related entity without payment of the Town's transfer fee or related costs, regardless of percentage owned.

After the initial ten (10) year period, in the event that MG3 decides to sell or assign said Property, SWR shall have the right of first refusal to purchase the Property and to reasonably approve or deny the proposed purchaser. MG3 shall convey to SWR in writing any good faith and bona fide offer made in writing to purchase or assign the Property. The Town shall have thirty (30) calendar days to notify Developer in writing that it either seeks to exercise its right of first refusal under the same terms and conditions being offered, or that it does not wish to exercise its right of first refusal. Notwithstanding the aforementioned, within ten (10) days following the Town's decision to not exercise its right of first refusal, the Town shall notify the Developer in writing if it reasonably approves or rejects the purchaser/assignor of the Property. All purchasers/assignors shall be bound by the terms set forth herein including but not limited to the perpetual Profit Share, as required by MG3. In the event that the Town does not object to any and all transfers of said Property, in perpetuity, including but not limited to stock or asset purchase agreements in excess of forty nine percent (49%) ownership, or the like, shall result in SWR receiving three percent (3%) of the sale price, paid at closing. Said requirement shall run with the land and shall be binding on each transfer of the Property thereafter.

Section 1.02 Financial Reporting Requirements.

- (A) Quarterly Reporting of Operational Expenses. Upon receipt of a Certificate of Occupancy or Certificate of Completion MG3 shall provide copies of all invoices sent to tenants and receivables to SWR no later than the last business day of each quarter.
- (B) Quarterly Operational Reporting. MG3 shall provide to SWR on a quarterly basis an operating statement with the applicable calculation of SWR's profit share. MG3 shall provide SWR with copies of balance sheets, revenue and expenditure report, Subject Property insurance agreements and proof of payments, no later than the last business day of each quarter.
- (C) Annual Audit. SWR shall have the right, in its sole and absolute discretion, to cause an annual performance audit, agreed upon procedures engagement, a financial statement audit and/or a forensic audit. MG3 hereby covenants and agrees to fully and timely cooperate with any and all requirements necessary, in the preparation of the annual audit and to provide all financial statements and records necessary to prepare said audit. The cost of such audit shall be paid by SWR. In addition, every five (5) years both parties shall cause an audit to be performed, and both parties shall agree to equally share in the cost of same. If any of the audits show an accounting deficiency, a reconciliation shall occur within fifteen (15) business days from the notification of same.
- (D) Town's Right to Request Tax Returns. SWR reserves the right to request in writing a copy of MG3's tax returns, and MG3 shall produce same within fourteen (14) business days. Such records shall be considered trade secret and not subject to

public record review in accordance with Section 119 Florida Statutes, as may be amended from time to time.

ARTICLE 2

CONSTRUCTION OF IMPROVEMENTS

Section 2.1 Land.

The Project shall be constructed on the Subject Property which is currently a vacant site with no readily available water or sewer utilities upon said land. The Subject Property also contains some wetlands that shall be mitigated at Developer's sole cost and expense, prior to the commencement of construction. In addition, MG3 shall cause the design and the construction of a two (2) lane public road on Southwest 202nd Avenue from the Subject Property South to the existing pavement constituting Southwest 202nd to Sheridan Street.

Section 2.2 Construction Commencement of Construction.

(a) The Development shall consist of improvements to enable the Subject Property to be utilized for industrial and outdoor storage, as conceptually shown in Exhibit "A". All site plans, designs, and permits shall be approved by SWR prior to development.

(b) Developer shall apply for a building permit for the Project, which application shall contain all of the information necessary for the issuance of the permit.

(c) Developer shall begin vertical/ground up construction within eighteen (18) months of issuance of the wetland mitigation permit, which shall be sought with diligence, and shall Substantially Complete construction of the Project, including obtaining a Certification of Use, within thirty-six (36) months . Should MG3, or any successors or assigns, fail to Substantially Complete the Project in the time period set forth above, MG3 shall pay liquidated damages to SWR commencing the thirty-seventh (37th) month in the amount of funds that SWR would have received if the Project was fully complete and said structures thereupon fully occupied, including but not limited to SWR's share of ad valorem taxes, assessments, and gross rental profits.

ARTICLE 3

PLANS SPECIFICATIONS AND ENTITLEMENTS

Section 3.1 Approval of Plans and Specifications.

(a) Prior to Commencement of Construction, MG3 shall prepare and submit to the SWR, Plans and Specifications for the Project for the purpose of obtaining wetland mitigation approvals, site plan approval and building permits pursuant to and in accordance with Section 3.2. Developer shall

provide as many copies of the Plans and Specifications as necessary for the various departments to review the Plans and Specifications simultaneously (instead of sequentially) to the extent such simultaneous review is not prohibited by the Florida Building Code and other applicable law.

(b) Town staff agrees to support and to "fast track" any approval processes, including support, when and where applicable, in order for Developer to build the Project as contemplated by this Agreement.

(c) MG3 shall not materially modify approved plans without SWR written consent and approval. If Developer desires to materially modify Approved Project Plans, such modifications shall be submitted to SWR for review. Any modified Plans and Specifications shall be submitted to SWR's Town Council, if needed, and any required zoning departments as specified by SWR to attain any and all necessary and appropriate approvals. Such modified Plans and Specifications shall clearly indicate such modifications in accordance with SWR requirements.

Section 3.2 Compliance with Requirements: Construction Standards.

(a) Notwithstanding anything to the contrary contained herein, the Approved Project Plans shall substantially comply with all applicable governmental requirements. It is MG3's responsibility to assure such compliance.

(b) Construction of the Project shall be carried out pursuant to Approved Project Plans prepared by licensed architects and engineers, with threshold inspections conducted by a licensed architect or professional engineer as required by applicable governmental requirements.

Section 3.3 Entitlements.

(a) SWR represents that the present status of the Project is as follows:

- (i) Land use designation is Commerce
- (ii) Zoning designation is Manufacturing & Industrial District
- (iii) Developer's Project complies with the use standards contained within the Town's Zoning Code for the Subject Property.

ARTICLE 4

FAST TRACK PERMITS AND APPROVALS

Section 4.1 Fast Track Permits and Approvals.

Without limiting the generality of Article 3, the parties agree that, to the extent not otherwise prohibited by the Florida Building Code or other applicable law, SWR will "Fast Track Permits and Approvals".

ARTICLE 5

MISCELLANEOUS CONSTRUCTION PROVISIONS

Section 5.1 Construction Agreements.

- (a) MG3 shall have the full right and authority to enter into any and all construction agreements it deems necessary for the development of said property and the improvements thereon. SWR shall not have any right of approval over the construction agreements or contractors and subcontractors, and shall not interfere with same, except to the extent required to carry out its governmental function as regulator of construction functions. All such construction agreements shall be the sole responsibility of MG3.

ARTICLE 6

REQUIREMENTS

Section 6 Requirements of MG3.

MG3 shall use any and all commercially reasonable efforts to perform its obligations hereunder.

MG3 shall use the Subject Property for the intended purposes as set forth in this Agreement.

At all times, MG3 shall maintain any and all appropriate insurance policies on the Subject Property including but not limited to commercial general liability, business interruption insurance, flood insurance, and property including wind insurance. Such endorsements shall name SWR as an "Additional Insured." The "Additional Insured" endorsements shall provide coverage on a primary basis. Each "Additional Insured" endorsement shall read: "Southwest Ranches, a Political Subdivision of the State of Florida, its Officers, and Employees", or as otherwise approved by the Town. MG3 shall provide SWR with a certificate of insurance, or certificates of insurance, evidencing limits, coverages, and endorsements in January of every calendar year, unless changes have been made thereto. All certificates of insurance shall include a minimum thirty (30) day endeavor to notify SWR due to cancellation or non-renewal of coverage. MG3 shall provide SWR with a new certificate of insurance or certificates of insurance no later than thirty (30) days prior to the expiration or cancellation of coverage. In the event of an insurance claim resulting from the inability to utilize all or a portion of the Subject Property, SWR shall receive six percent (6%) of such business interruption claim within fifteen (15) calendar days from MG3's receipt of same. MG3 agrees that the remaining insurance proceeds shall be made available for use to promptly replace, repair or rebuild the building, betterments and improvements, including, but not limited to, those originally made by MG3. In the event of a total loss, MG3 shall have twenty-four (24) months to reconstruct the Subject Property from the date of the destruction. Should MG3, or any successors

or assigns, fail to reconstruct the Project in the time period provided, MG3 shall pay liquidated damages to SWR, commencing the twenty-fifth (25th) month, in the amount of funds that SWR would have received if the Project was fully complete and said structures thereupon fully occupied, including but not limited to SWR's share of ad valorem taxes as if the Project had been completed, assessments as if the Project had been completed, and gross rental profits as if the Project had been completed.

At all times, MG3 shall use their best efforts to maintain full occupancy of any and all structures and rentable outdoor spaces and shall ensure that any and all rentals of said structures shall not be leased below minimum market value. SWR may elect to initiate a market study at its sole cost and expenses within a thirty (30) mile radius to confirm same.

ARTICLE 7

NO LIABILITY FOR INJURY OR DAMAGE ETC.

Section 7.1 Non-Liability of the Town of Southwest Ranches

(a) SWR shall not be Liable for Injury or Damage, etc. except for cases of gross negligence or willful misconduct by SWR. SWR shall not be liable for, and MG3 shall indemnify and hold SWR harmless, from and against any loss, cost, liability, claim, damage, expense (including without limitation reasonable attorneys' fees and costs), penalty or fine incurred in connection with or arising from any injury (whether physical (including without limitation death), economic or otherwise) to MG3 or to any other person in, about or concerning the Project or any damage to or loss, by theft or otherwise of any of MG3's property or of the property of any other person in, about or concerning the Project, irrespective of the cause of injury, damage or loss (including without limitation the acts of negligence of any Developer or occupant of the Project or of any occupants of adjacent or neighboring property or caused by any construction work or by operations in construction of any private, public or quasi-public work on the Project).

Section 7.2 SWR Exculpation.

(a) Except for issues of monetary default, gross negligence or willful misconduct by any SWR Indemnified Party and except as such liability may be eliminated or reduced by any constitutional, statutory, common law or other protections afforded to public bodies or governments, including but not limited to sovereign immunity statutes, the liability of any SWR Indemnified Party or of any other person who has at any time acted as a SWR Indemnified Party hereunder for damages or otherwise, arising out of or in connection with any breach of this Agreement or any injury (whether physical, including death, economic or otherwise) incurred in connection with this Agreement, shall be limited to MG3's equitable remedies as provided herein, and monetary damages shall be limited to the cash value of all payments provided for within this Agreement then due, adjusted for inflation from the Effective Date, plus reasonable attorney's fees and costs at all tribunal levels. As used in the preceding

sentence, the terms "breach" and "injury" shall include all breaches and injuries arising out of the facts and circumstances resulting in such breach or injury.

(b) Except as stated in Section 7.1 above, SWR shall have no liability hereunder, and no property or assets of SWR shall be subject to enforcement procedures for the satisfaction of MG3's remedies hereunder or any other liability arising from or in connection with this Agreement or the Project. Nothing contained herein shall be deemed a waiver or limitation of any equitable remedies available to SWR.

(c) Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon SWR or MG3's liability as set forth in 768.28, Fla Stat., or of any other constitutional, statutory, common law, or other protections afforded to public bodies or governments.

ARTICLE 8

EVENTS OF DEFAULT REMEDIES ETC.

Section 8.1 Events of Default.

Each of the following events shall be an "Event of Default" hereunder:

(a) If MG3 is unable to pay SWR as such amounts become due and such failure continues for a period of seven (7) days after written notice is given to MG3 that the same is past due;

(b) If MG3 makes a transfer, sale, or assignment without the approval of SWR;

(c) If MG3 makes an assignment for the benefit of creditors;

(d) If MG3 files a voluntary petition under Title 11 of the United States Code, or if MG3 files a petition or an answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal Bankruptcy Code or any other present or future applicable federal, state or other bankruptcy or insolvency statute or law, or seeks, consents to, acquiesces in or suffers the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of MG3 or all or any substantial part of its properties, or of all or any part of MG3's interest in the Project, and the foregoing are not stayed or dismissed within 150 days after such filing or other action; or

(e) If, within 180 days after the commencement of a proceeding against MG3 seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal Bankruptcy Code or any other present or future applicable federal, state or other bankruptcy or insolvency statute or law, such proceeding has not been dismissed, or if, within 180 days after the appointment, without the consent or acquiescence of

MG3, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of MG3, of all or any substantial part of its properties, or of all or any part of MG3's interest in the Project or Subject Property, such appointment has not been vacated or stayed on appeal or otherwise, or if, within 180 days after the expiration of any such stay, such appointment has not been vacated; or

(f) If MG3 defaults in the observance or performance of any term, covenant or condition of this Agreement on such party's part to be observed or performed and such party shall fail to remedy such Default within 30 days after written notice by another party of such Default ("Default Notice"). If, however, such a Default is of such a nature that it cannot reasonably be remedied within 30 days (but is otherwise susceptible to cure), the defaulting party shall have such additional time as is reasonable as determined by the Town Administrator under the circumstances so long as they diligently pursue curing the Default.

Section 8.2 Enforcement of Performance: Remedies and Damages

In the Event of Default by MG3, SWR may at any time thereafter, with or without notice or demand and without limiting any other right or remedy which SWR may have under the law by reason of such default or breach, elect to exercise any one of the following remedies:

- (A) Declare the Profit Share for a fifty (50) year period, or any part thereof, immediately due and payable forthwith based on present value factoring a four percent (4%) annual escalator and bring an action for the recovery thereof. Notwithstanding the foregoing, SWR shall still be owed its Profit Share after the accelerated period collected.
- (B) Treat this Agreement as terminated and re-purchase the Subject Property for the amount paid. Notwithstanding the foregoing, SWR shall have a cause of action to recover any Profit Share remaining unpaid when SWR retakes possession of the Subject Property.
- (C) Elect to not act immediately, but to hold MG3 liable for the Profit Share as it comes due.
- (D) Pursue any other remedies now or hereinafter available to SWR under the laws of the State of Florida.
- (E) SWR shall recognize a Mortgagee as the permitted assignee of the Subject Property and shall accept the performance by the Mortgagee of MG3's obligations under this Agreement, upon written notice from the Mortgagee to SWR that it has taken possession of the Subject Property for so long as the Mortgagee is in possession of the Subject Property, and provided that the Mortgagee diligently and actively undertakes to cure and pursues such cure to completion within a reasonable period of time under the circumstances any then-existing defaults by MG3, and performs MG3's obligations under

this Agreement. Upon any valid permitted assignment of this Agreement by the Mortgagee, Mortgagee shall have no further liability under this Agreement for obligations arising after such assignment.

- (F) This Agreement shall be governed by and in accordance with the laws of the State of Florida.
- (G) Venue in any action, suit or proceeding in connection with this Agreement shall be filed and held in a State court of competent jurisdiction located in Broward County, Florida.
- (H) The prevailing party in any action or proceeding to enforce any of the terms or conditions contained within this Agreement, shall be entitled to recover its reasonable attorney's fees and costs at all tribunal levels.
- (I) Both parties agree to waive trial by jury.

Section 8.3 Strict Performance.

No failure by SWR or MG3 to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy available to such party by reason of another party's Default or Event of Default shall constitute a waiver of any such Default or Event of Default or of such covenant, agreement, term or condition or of any other covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement to be performed or complied with by any party, and no Default by any party shall be waived, altered or modified except by a written instrument executed by the other parties. No waiver of any Default or Event of Default shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in force and effect with respect to any other then existing or subsequent Default.

Section 8.4 Right to Enjoin Defaults.

In the event of MG3's Default or Event of Default, SWR shall be entitled to seek to enjoin the Default or Event of Default and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise, except to the extent SWR's remedies are expressly limited by the terms hereof. In the event of any Default by SWR of any term, covenant or condition under this Agreement, MG3 shall be entitled to seek to enjoin the Default and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise, except to the extent MG3's remedies are expressly limited by the terms hereof. Each right and remedy of SWR and MG3 provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise except to the extent SWR's remedies and MG3's remedies are expressly limited by the terms hereof, and the exercise or beginning of the exercise by SWR or MG3 of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute

or otherwise shall not preclude the simultaneous or later exercise by SWR or MG3 of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, except to the extent SWR's remedies and MG3's remedies are expressly limited by the terms hereof.

Section 8.5 Remedies Under Bankruptcy and Insolvency Codes.

If an order for relief is entered or if any stay of proceeding or other act becomes effective against MG3 in any proceeding which is commenced by or against MG3, under the present or any future Federal Bankruptcy Code or in a proceeding which is commenced by or against MG3 seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any other present or future applicable federal, state or other bankruptcy or insolvency statute or law, SWR shall be entitled to invoke any and all rights and remedies available to it under such bankruptcy or insolvency code, statute or law or this Agreement. In the event that MG3 shall no longer be able to comply with the terms of this Agreement, SWR shall be entitled to seek specific performance of the terms and conditions set forth in this Agreement from any and all of MG3's related companies.

Section 8.6 Force Majeure.

MG3 shall not be held liable or responsible, nor shall they be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent and for so long as such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, pandemics (to the extent that such delays from pandemics result in the unavailability or delay of governmental authorities to grant Approvals or to perform inspection and/or the unavailability or delay of design professionals, engineers, contractors or laborers) insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, or acts of God, or acts/omissions or delays in acting by any governmental authority, other than by SWR if not under a State of Emergency.

ARTICLE 9

NOTICES CONSENTS AND APPROVALS

Section 9.1 Service of Notices and Other Communications.

(a) In Writing. Whenever it is provided that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other (or any recognized mortgagee), or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto or to the Project, each such notice, demand, request, consent, approval or other communication (referred to in

this Section 9.1 as a "Notice") shall be in writing (whether or not so indicated elsewhere in this Agreement) and shall be effective for any purpose only if given or served by certified or registered U.S. Mail, postage prepaid, return receipt requested, personal delivery with a signed receipt or a recognized national courier service, addressed as follows or to such other address as a party may provide in writing to the other party:

If to SWR: The Town of Southwest Ranches
Andrew Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

With Copies to: Attorney for Town of Southwest Ranches
Keith M. Poliakoff, Esq.
200 S. Andrews Ave., Ste #601
Fort Lauderdale, FL 33301

If to MG3: MG3 SWR Industrial, LLC
2980 NE 207th Street, Ste #603
Aventura, FL 33180

With Copies to: Steven M. Reisman, Esq.
Reisman Law Group, P.A.
2980 NE 207th Street, Ste #603
Aventura, FL 33180

Any such Notice may be given, in the manner provided in this Section 9, on either party's behalf by its attorneys designated by such party by notice hereunder.

(b) Effectiveness. Every Notice shall be effective on the date actually received as indicated on the receipt or on the date delivery is refused by the recipient.

(c) References. All references in this Agreement to the "date" of Notice shall mean the effective date as provided in the preceding subsection (b).

Section 9.2. Consents and Approvals.

All consents and approvals which may be given under this Agreement shall, as a condition of their effectiveness, be in writing. The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any other act unless provided for elsewhere in this Agreement. Wherever consent or approval is required by either party within this Agreement, such consent or approval shall not be unreasonably withheld.

ARTICLE 10

CERTIFICATES BY TOWN AND DEVELOPER

Section 10.1 Certificate of Developer.

MG3 shall, within 15 days after request by SWR for reasonable purposes, execute, acknowledge and deliver to SWR, or any other person specified by SWR, a written statement (which may be relied upon by such Person) (a) certifying that this Agreement is unmodified and in full force and effect (or if there are modifications, that this Agreement as modified, is in full force and effect and stating such modifications) (and, if so requested, that the annexed copy of this Agreement is a true, correct and complete copy of this Agreement), and (b) stating (i) whether MG3 has given SWR

written notice of any Default, or any event that, with the giving of notice or the passage of time, or both, would constitute a Default by SWR in the performance of any covenant, agreement, obligation or condition contained in this Agreement, which Default or event has not been cured, and (ii) whether, to the actual knowledge of MG3 (but without independent inquiry), SWR is in default in performance of any covenant, agreement, obligation or condition contained in this Agreement, and, if so, specifying in detail each such Default or Event of Default.

Section 10.2 Certificate of SWR.

SWR shall, within 15 days after requested by MG3 for reasonable purposes, execute, acknowledge and deliver to MG3, or such other person specified by MG3, a written statement (which may be relied upon by such Person) (a) certifying that this Agreement is unmodified and in full force and effect (or if there are modifications, that this Agreement, as modified, is in full force and effect and stating such modifications) (and, if so requested, that the annexed copy of this Agreement is a true, correct and complete copy of this Agreement), and (b) stating (i) whether a Default or Event Default has occurred or whether SWR has given MG3 notice of any event that, with the giving of notice or the passage of time, or both, would constitute an Event of Default, which Default or Event of Default has not been cured, and (ii) whether, to the actual knowledge SWR (but without independent inquiry), MG3 is in default in the performance of any covenant, agreement, obligation or condition contained in this Agreement, and, if so, specifying, in detail, each such Default or Event of Default.

ARTICLE 11

HAZARDOUS MATERIALS

Section 11.1 Definition.

For the purposes of this Agreement, the term shall have the following definition:

"Hazardous Materials" shall mean (i) petroleum and its constituents; (ii) radon gas, asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; (iii) any substance, gas, material or chemical which is or may hereafter be defined as or included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants or contaminants," "solid wastes" or words of similar import under any Requirement including the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 9061, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, seq.; and Florida Statutes, Chapters 376 and 403; and (iv) any other chemical, material, gas or substance, the exposure to or release of which is regulated by any governmental or quasi-governmental entity having jurisdiction over the Subject Property or the operations thereon.

Section 11.2 Use of Hazardous Materials.

MG3 shall not knowingly cause nor permit any Hazardous Materials to be brought on, kept, or used in or about the Project except as reasonably necessary to MG3's business.

Section 11.3 Notices.

If MG3 or SWR receives an environmental complaint, independently or by notice from any governmental authority having jurisdiction over the Project, including the EPA, or with respect to any litigation regarding environmental conditions at or about the Project, then such party shall give prompt oral and written notice of same to the other parties detailing all relevant facts and circumstances. Any environmental remediation shall be performed by the party responsible for creating the conditions giving rise to the environmental complaint

ARTICLE 12

MISCELLANEOUS

Section 12.1 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflict of laws, including without limitation Section 163, Florida Statutes, Section 166, Florida Statutes, and all applicable provisions of the Town of Southwest Ranches' codes and ordinances.

This Agreement shall also be governed by and construed in accordance with all SWR policies.

Section 12.2 References.

(a) Captions. The captions of this Agreement are for the purpose of convenience of reference only, and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

(b) Table of Contents. The Table of Contents is for the purpose of convenience of reference only, and is not to be construed in any way as part of this Agreement.

(c) Reference to SWR and MG3. The use of the neutral pronoun in any reference to SWR or MG3 shall be deemed to include any individual SWR or MG3, and the use of the words "successors and assigns" or "successors or assigns" of SWR or MG3 shall be deemed to include the heirs, legal representatives and assigns of any individual of SWR or MG3.

(d) SWR and MG3's Governmental Capacity. Nothing in this Agreement or in the parties' acts or omissions in connection herewith shall be deemed in any manner to waive, impair, limit or otherwise affect the authority of MG3 or SWR in the discharge of its police or governmental power.

(e) Reference to "herein" "hereunder" etc. All references in this Agreement to the terms "herein", "hereunder" and words of similar import shall refer to this Agreement, as distinguished from the paragraph, Section or Article within which such term is located.

Section 12.3 Entire Agreement.

(a) Entire Agreement. This Agreement, together with the exhibits and attachments and the real estate purchase agreement, contains all of the promises, agreements, conditions, inducements and understandings among SWR and MG3 concerning the Project and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between them other than as expressly set forth herein and in such attachments or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously by the parties. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall represent one instrument.

(b) Waiver Modification etc. No covenant, agreement, term or condition of this Agreement shall be changed, modified, altered, waived or terminated except by a written instrument of change, modification, alteration, waiver or termination executed by SWR and MG3. No waiver of any Default or Event of Default shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent Default or Event of Default thereof.

Section 12.4 Invalidity of Certain Provisions.

If any provision of this Agreement or the application thereof to any person or circumstances is, to any extent, finally determined by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 12.5 Remedies Cumulative.

Each right and remedy of either party provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms at this Agreement), and the exercise or beginning of the exercise by a party of any one or more of the rights or remedies provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, except as otherwise expressly limited by the terms of this Agreement, shall not preclude the simultaneous or later exercise by such party of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise except as otherwise expressly limited by the terms of this Agreement.

Section 12.6 Performance at Each Party's Sole Cost and Expense.

Unless otherwise expressly provided in this Agreement, when any party exercises any of its rights or renders or performs any of its obligations, such party shall do so at its sole cost and expense.

Section 12.7 Agreement Negotiated by All Parties.

The parties recognize and acknowledge that they all participated with the assistance of respective counsel in negotiation and preparation of this Agreement, and neither party shall have any negative inference or presumption raised against it for having drafted the Agreement.

Section 12.8 Successors and Assigns

(a) Successors

The agreements, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of SWR and, MG3 except as otherwise provided, their respective successors and assignees and, upon MG3 acquiring fee simple title to any portion of the parcels comprising the Subject Property, shall be construed as covenants running with the Subject Property.

(b) Restrictions on Transfer.

Subject to the terms and conditions contained in Article 1 of this Agreement, MG3 represents and agrees for itself and its successors and assignees (except as so authorized by the provisions of this Agreement) that it shall not transfer MG3's interest in the Subject Property or any portion thereof and/or this Agreement, or suffer to be made or created, any total or partial assignment, sale, transfer,

or encumbrance of this Agreement (excluding a collateral assignment of this Agreement in connection with any financing for the Project) (collectively known as "Transfer") in any other mode or form or with respect to this Agreement without first obtaining the prior written approval of the SWR, which approval may not be unreasonably withheld. Such Transfer shall not be permitted as of right, without SWR approval, if MG3 maintains management over the Project and such Transfer is made to an affiliate of MG3. For purposes of this Agreement, an affiliate shall mean any other entity where MG3 maintains an ownership interest, directly or indirectly. Notwithstanding anything contained within this Agreement to the contrary, any Transfer shall be permitted as of right, without SWR approval, if the Project has received its certificate of occupancy. In all other situations, the City, in its determination of whether to approve a Transfer, shall be entitled to require as conditions to granting any such prior approval that:

- (i) Any successor and/or assignee of MG3 shall have the business experience and reputation, development track record only if they intend on redeveloping the Property, and sufficient financial capacity to carry out the obligations under this Agreement, as determined in the reasonable discretion of the SWR. If successor or assignee is an entity, proof of existence and good standing from the state of origination as well as Florida shall be required.
- (ii) Any successor or assignee of the Developer, by instrument in writing satisfactory to SWR, in its reasonable discretion, and in recordable form, shall, for itself and its successors and assigns, expressly assume all of the obligations of the successor Developer under this Agreement with respect to the interest assigned and shall agree to abide by and be subject to all of the terms, conditions, obligations, reservations and restrictions to which the transferor Developer is subject. As part of the Transfer, MG3 and successor or assignee shall deliver an assignment and assumption agreement ("Assignment Agreement") in a form and substance satisfactory to SWR and its legal counsel, which shall contain an indemnification and hold harmless provision by MG3 in favor of the SWR and the successor to MG3 for any liabilities and obligations as MG3 under this Agreement prior to the date of the Assignment Agreement.
- (iii) There shall be submitted to SWR for review all instruments and other legal documents reasonably necessary to review compliance with this section. A copy of the instruments and other legal documents, including the Assignment Agreement, shall be provided to SWR for review and approval at least 30 days prior to being executed by MG3 and the successor to MG3. SWR agrees to diligently proceed with and complete its review and approval as soon as possible, but in no event sooner than 30 days after receipt of such instruments and documents, and no later than 45 days after receipt of such instruments and documents.
- (iv) In connection with any proposed Transfer, MG3 shall pay SWR the actual costs of time and materials incurred by SWR in conjunction with SWR's review and prior written approval of any Assignment Agreement under this Agreement, including instruments and other legal documents, which costs shall not exceed \$25,000, which amount shall be paid in advance with a reconciliation to be made after review and approval of any Assignment Agreement (the "Transfer Review Fee"). The payment of the

Transfer Review Fee by MG3 shall be a prerequisite to SWR's obligation to review any proposed Transfer and Assignment Agreement.

Section 12.9 Recording of Agreement.

This Agreement shall be recorded in the Public Records of Broward County, Florida, promptly after (i) the execution and delivery of this Agreement, and (ii) MG3 having acquired fee simple title to the parcels comprising the Subject Property and MG3 shall pay the recording costs in connection therewith.

Section 12.10 Non-liability of Officials and Employees.

No member, officer, director, stockholder, partner, elected or appointed official or employee of SWR or MG3 shall be personally liable to SWR or MG3, as the case may be, or any Permitted Successor in interest, in the event of any default or breach by a party or for any amount or obligation which may become due to the other party or any successor or assignee of such party under the terms of this Agreement, and any and all such personal liability, either at common law or in equity or by constitution or statute, and any and all such rights and claims against every such person or under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom are expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

Section 12.11 Conflict of Interest.

MG3 represents and warrants that, to the best of its knowledge, no member, official or employee of SWR has any direct or indirect financial interest in this Agreement, nor has participated in any decision relating to this Agreement that is prohibited by law. MG3 represents and warrants that, to the best of its knowledge, no officer, agent, employee or representative of SWR or has received any payment or other consideration for the making of this Agreement, directly or indirectly from MG3. MG3 represents and warrants that it has not been paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, and attorneys providing services to MG3. MG3 acknowledges that SWR is relying upon the foregoing representations and warranties in entering into this Agreement and would not enter into this Agreement absent the same.

Section 12.12 No Partnership.

Except as specifically stated within this Agreement, the parties acknowledge that it is not their intention under this Agreement to create between themselves a partnership, joint venture, tenancy-in-common, joint tenancy, or agency relationship for the purpose of developing the Project, or for any other purpose whatsoever. Accordingly, nothing in this Agreement or the other documents executed by the parties with respect to the Project shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common, joint tenancy, or agency relationship of any kind or nature whatsoever between the parties. The provisions of this section shall survive termination of the Agreement.

Section 12.13 Time Periods.

Any time periods in this Agreement of less than 30 days shall be deemed to be computed based on business days (regardless of whether any such time period is already designated as being computed based on business days). In addition, any time period which shall end on a day other than a business day shall be deemed to extend to the next business day.

Section 12.14 Public Records.

SWR is subject to Chapter 119, Florida Statutes, "Public Records Law." MG3 acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the this Agreement, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by SWR and the public to all documents subject to disclosures under applicable law. MG3 agrees to keep and maintain public records required by SWR, and to provide SWR with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time as determined by the Town Administrator at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. MG3 shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law. MG3 is not required to maintain any records that have been transferred to SWR.

Section 12.15 Time of Essence.

Time is of the essence under this Agreement.

Section 12.16 No Third Party Beneficiaries.

Nothing in this Agreement shall confer upon any person, other than the parties hereto and their respective successors, nominees, affiliated entities and assignees, any rights or remedies under or by reason of this Agreement, provided that a recognized mortgagee or its designee shall be a third party beneficiary to the extent such recognized mortgagee or such designee is granted rights hereunder. Furthermore, this Agreement shall only be deemed to constitute a covenant running with the land as to the Subject Property or any portion of the Subject Property acquired by Developer by fee simple title.

Section 12.17 Entirety of Agreement.

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein except as set forth in the purchase and sale agreement for the Subject Property. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

Section 12.18 Scrutinized Companies.

As provided in Section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, MG3 certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria. If SWR determines, using credible information available to the public, that a false certification has been submitted by SWR, it shall constitute an Event of Default hereunder.

Section 12.19 Public Entity Crime.

As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, MG3 certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date. This notice is required by Section 287.133(3)(a), Florida Statutes.

Section 12.20 Construction.

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 12.21 Recordation.

This Agreement shall be recorded in the Public Records of Broward County, Florida, and shall supersede any mortgage interest or other encumbrance on the Subject Property.

Section 12.22 Paragraph Headings.

The heading of the various articles and sections of this Agreement are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Agreement.

Section 12.23 Federal Non-Discrimination Covenants.

MG3 represents and warrants to SWR that MG3 shall comply with all applicable Federal Nondiscrimination Requirements.

EXECUTION

IN WITNESS WHEREOF, SWR and MG3, intending to be legally bound, have executed this Agreement as of the day and year first above written.

MG3 SWR INDUSTRIAL, LLC

BY: _____
Hernán Leonoff, Manager

TOWN OF SOUTHWEST RANCHES

BY: _____
Steve Breitzkreuz, Mayor

ATTEST: _____
Russell Muniz, Assistant Town Administrator / Town Clerk

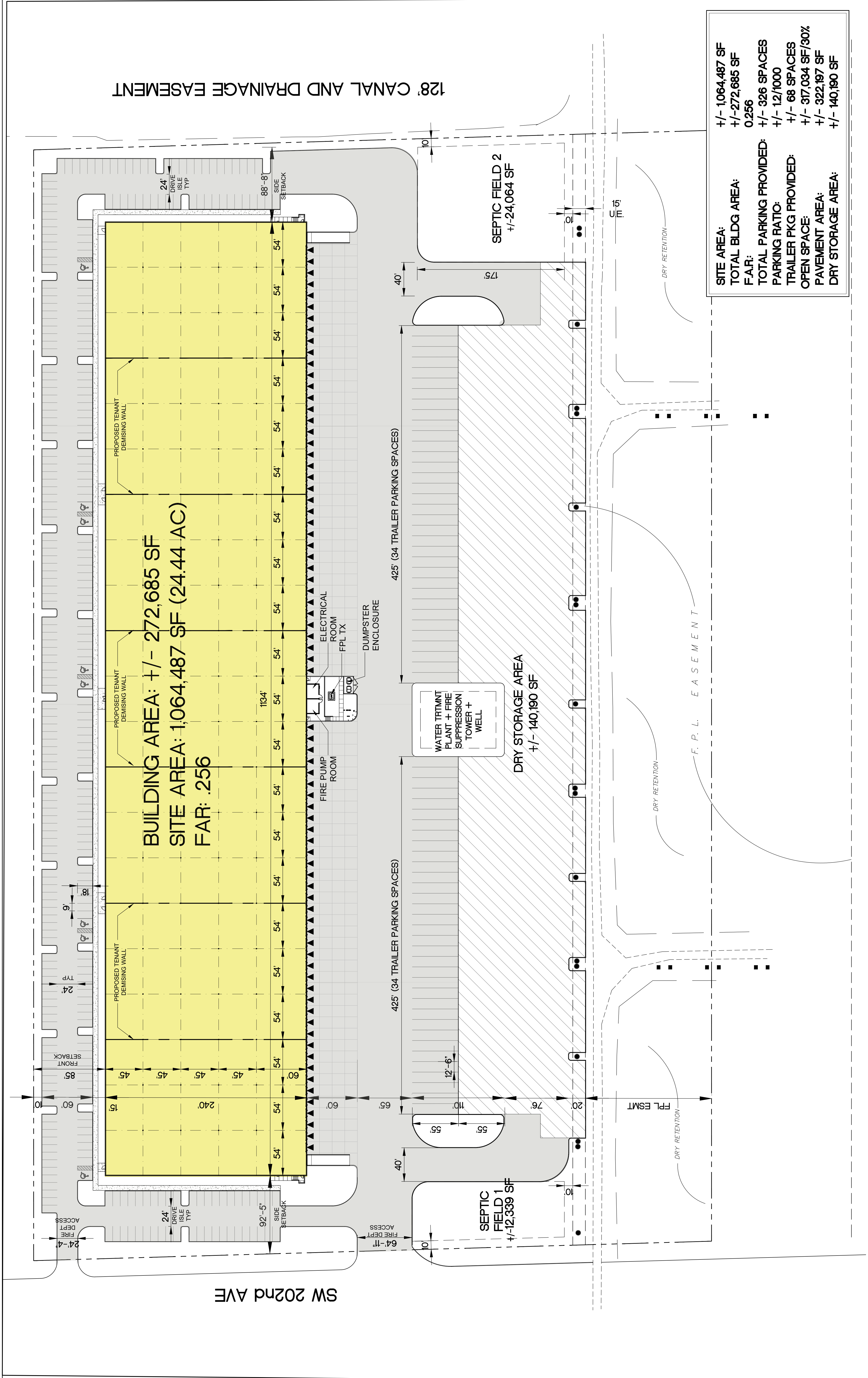
APPROVED AS TO FORM AND CORRECTNESS:

Keith Poliakoff, Town Attorney

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SITE PLAN - SCHEME 1B

1B



SITE AREA:	+/- 1,064,487 SF
TOTAL BLDG AREA:	+/- 272,685 SF
F.A.R.:	0.256
TOTAL PARKING PROVIDED:	+/- 326 SPACES
PARKING RATIO:	+/- 12/1000
TRAILER PKG PROVIDED:	+/- 68 SPACES
OPEN SPACE:	+/- 317,034 SF/30%
PAVEMENT AREA:	+/- 322,197 SF
DRY STORAGE AREA:	+/- 140,190 SF

MG3 SWR INDUSTRIAL

Scale: 1"=50'
 Project: 24'X36'
 Date: 05/31/22
 Architect: RLC ARCHITECTS