STATE OF TEXAS §
§ **ECONOMIC DEVELOPMENT AGREEMENT**
COUNTY OF DALLAS §

This Economic Development Agreement ("Agreement") is made by and between the City of Farmers Branch, Texas ("City") and Foundry Commercial Acquisitions, LLC, a Florida limited liability ("Company") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

WHEREAS, the Company has or intends to acquire land and one or more buildings located at 2665 Villa Creek, Farmers Branch, Texas, and being described in **Exhibit "A"**, for the construction of approximately 125,000 SF rear-load industrial building, including an estimated demolition of approximately 140,000 SF Class C office space, and construction cost of $28,000,000.00 and an estimated final building value of $12,196,982.00 (the "Project); and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to construct approximately 125,000 SF rear-load industrial building in Farmers Branch, Texas, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the promotion of the expansion of existing businesses within the City and the recruitment of new business enterprises to the City—including the provision of leasing opportunities for light industrial tenants at the Premises—will promote economic development, stimulate commercial activity, generate additional sales tax, and enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code, Chapter 380, to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with this Agreement is in accordance with the City Economic Development Program and will (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of a receiver for any part of such Party's property, and such appointment is not terminated within one hundred twenty (120) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within one hundred twenty (120) days after the filing thereof.

"City" shall mean the City of Farmers Branch, Texas.

"Company" shall mean Foundry Commercial Acquisitions, LLC, a Florida limited liability company, and where the context permits, any Successor under Section 6.12 below.

"Commencement of Demolition" means the date on which the Company's contractor first undertakes any physical act of demolition at the Premises, including the removal of structural elements of the existing building or other permanent structures, but excluding preliminary site preparations such as fencing, surveying, or delivery of equipment.

"Completion of Demolition" means the date on which all demolition work at the Project has been fully performed, including the removal of all debris, waste materials, and unsafe conditions from the Premises, leaving the Premises in a clean and level condition suitable for commencement of the subsequent construction activities.

"Effective Date" shall mean the last date of execution hereof by City or Company as evidenced by the date set forth above their signature to this Agreement.

"Force Majeure" shall mean an event wholly or partially preventing a Party from the performance of any obligation or duty placed on such Party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the Party's control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"). In the event of Force Majeure, the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the Party complies with the provisions herein. Specifically, the Party asserting Force Majeure (i) shall give prompt notice to the other Party of the prevention of performance as soon as the asserting Party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the Party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable. Payment obligations are not excused by Force Majeure.

"Grant" shall mean an economic development reimbursement grant to offset the actual costs incurred and paid by the Company for the Improvements to the Premises, to be paid as set forth herein.

"Improvements" the demolition of existing structures and the construction, installation, and completion of a new industrial/warehouse building and associated site work, utilities, paving, landscaping, and other improvements as approved by the City.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by a public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by Company within the City.

"Payment Request" shall mean a written request from the Company to the City for payment of the Grant accompanied by copies of invoices, bills, receipts and such other information, as may reasonably be requested by the City, reflecting the actual costs incurred and paid by the Company for the construction and installation of the Improvements as of the date of the applicable Payment Request.

"Premises" shall mean the real property described in Exhibit A attached hereto, which currently has an address of 2665 Villa Creek, Farmers Branch, Texas.

"Project" shall mean the Company's development and construction of the Improvements at the Premises as described in this Agreement.

"Related Agreements" shall mean any agreement by and between the City and the Company or any of its affiliated or related entities.

Article II
Term

The term of this Agreement shall begin on the Effective Date and continue until the earlier of: (i) the date the City has paid the full Grant in accordance with this Agreement; or (ii) termination pursuant to Article 5 (the "Term").

Article III
Economic Development Grants

3.1 Grant Amount.

(a) Subject to the continued satisfaction of all the terms and conditions of this Agreement, the City agrees to provide the Grant (as defined in Article I) to Company in a total amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00). Subject to Article IV, the Grant shall be paid in two equal installments within ninety (90) days after receipt of a Payment Request, which shall be provided as follows: (i) fifty percent (50%) of the total Grant amount submitted upon Commencement of Demolition; and (ii) the remaining fifty percent (50%) of the total Grant amount submitted upon Completion of Demolition. Each Payment Request shall be submitted to the City not later than sixty (60) days immediately following the end of the Commencement of Demolition and the Completion of Demolition.

3.2 Grant Limitations. Under no circumstances shall City obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by the Company. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3.3 Current Revenue. The Grants made hereunder shall be paid solely from lawfully available funds pursuant to Texas Constitution Article II, Section 52-a, and Texas Local Government Code Chapter 380. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Grants except as allowed by law. The City shall not be required to pay any Grants if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

3.4 Indemnification THE COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY FOR PURPOSE OF THIS SECTION, THE "CITY") HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT AND SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY COMPANY'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY OTHER NEGLIGENT ACT OR OMISSION OF COMPANY, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH COMPANY AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSE OF THE PARTIES

UNDER TEXAS LAW; THE COMPANY SHALL BE OBLIGATED TO PAY REASONABLE ATTORNEY FEES AND OTHER THIRD-PARTY COSTS INCURRED BY THE CITY TO DEFEND OR CONTEST A CLAIM (COLLECTIVELY, THE "OTHER COSTS"). THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM THE COMPANY TO THE CITY TO PERFORM OBLIGATIONS CREATED BY THIS SECTION.

Article IV
Conditions to the Grants

The obligation of the City to provide the Grants shall be conditioned upon compliance with and satisfaction of each of the terms and conditions of this Agreement by the Company and each of the conditions set forth in this Article.

4.1 No Default. As a condition to payment of each installment, Company must not be in uncured default under this Agreement or a Related Agreement.

4.2 Submission of Final Site Plan. Prior to issuance of a building permit for vertical construction of the Improvements, Company shall provide to City a final site plan depicting the proposed Improvements;

4.3 Completion of Demolition; Outside Date. Company shall achieve Completion of Demolition within five (5) years after the Effective Date, subject to extension for Force Majeure. Failure to achieve Completion of Demolition by such date (as extended) shall constitute an event of default under Section 5.1(b), subject to applicable notice and cure.

4.4 Documentation. Each Payment Request shall include reasonable supporting documentation evidencing the costs incurred and paid, and evidence of achievement of the applicable milestone.

Article V
Termination; Remedies

5.1 Termination. This Agreement may be terminated prior to the end of the Term: (a) by mutual written agreement; (b) by either Party if the other Party materially breaches this Agreement and fails to cure within sixty (60) days after written notice (or, if not reasonably curable within sixty (60) days, fails to commence cure within such period and diligently pursue to completion within a reasonable time); (c) by City if any Impositions owed to the City or State of Texas by Company with respect to the Premises or the Improvements become delinquent and remain delinquent for ten (10) business days after written notice, provided Company may timely protest in good faith; (d) by City upon Company's Bankruptcy or Insolvency; or (e) by either Party if a change in law or a final, non-appealable court order renders this Agreement invalid, illegal, or unenforceable.

5.2 Offset. Subject to applicable law and upon prior written notice, City may offset amounts otherwise due and payable under this Agreement against any undisputed amounts lawfully due the City from Company.

5.3 Effect of Termination. Upon termination, no further Grant payments shall be owed, but termination shall not affect rights and obligations that expressly survive.

Article VI
Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be in writing and shall be given by either Party via an express mail service, courier, or certified mail, return receipt requested, or by confirmed facsimile, to the respective Party at the address specified below (or to such other Party or address as either Party may designate in writing). All notices given pursuant to this section shall be deemed effective on the date such notice is actually received or otherwise hand-delivered:

If intended for City, to:

Attn: Ben Williamson
City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With a copy to:

Attn: Nicole Hamilton Corr
Wyatt Hamilton Findlay PLLC
5810 Long Prairie Road
Flower Mound, Texas 75028

If intended for Company, to:

Prior to Commencement Date:

Attn: Ben Berry
Foundry Commercial Acquisitions, LLC
120 E. Palmetto Park Rd., Suite 200
Boca Raton, FL 33432
Email: l.berry@maxisadvisors.com

Copy To:
Amy Patterson
Email: amy.patterson@Foundrycommercial.com

After the Commencement Date:

Attn: Ben Berry
Foundry Commercial Acquisitions, LLC
At the Premises
Copy To:
Amy Patterson
Email: amy.patterson@Foundrycommercial.com

6.6 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Severability. If any provision is held invalid, illegal, or unenforceable, the remaining provisions remain in full force, and the invalid provision shall be replaced with a valid provision that most closely reflects the Parties' intent.

6.12 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the City; however notwithstanding the foregoing, this Agreement may be assigned without the consent of the City to a Successor (as defined below), provided: (i) such Successor has assumed in writing the obligations and liabilities of the Company hereunder; and (ii) Company has provided City ten (10) days prior written notice thereof. If the Company discloses to the City that it intends to assign this Agreement to a Successor and/or discloses the identity of a potential Successor, the City shall treat such information (including, but not limited to the fact that the Company is considering the applicable transaction and the identity of the potential Successor) as disclosed in confidence and shall not disclose such information to any third parties except: (i) with the prior written consent of the Company and/or (ii) as and to the extent required by law. For purposes of this Section "Successor" shall mean: (i) a special purpose entity (or entities) that owns or will own the Premises and/or the Improvements and is created by, controlled by, managed by, or under common control with Company or its affiliates or the principals of the Company; (ii) an entity that is the result of a conversion of the Company from one form of business entity to a different form of business entity (such as from a corporation to a limited liability company) recognized by, and qualified to do business in, the State of Texas, (iii) any successor corporation or other entity resulting from a merger, consolidation, or acquisition with respect to Company, or (iv) a person or entity that purchases all or substantially all of either (A) the equity of the Company or (B) the assets of the Company.

6.13 Recitals. The recitals to this Agreement are incorporated herein.

6.14 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.15 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Company agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the Grants provided herein and any other funds received by the Company from the City as of the date of such violation within 120 business days after the date the Company is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Company or by a person with whom the Company contracts.

6.17 Conditions Precedent. This Agreement is expressly subject to and conditioned on: (i) the Company (or its Successor) closing on the acquisition of the Premises not later than twelve (12) months following the Effective Date of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]

EXECUTED on this ________ day of ___________________________, 2025.

CITY OF FARMERS BRANCH, TEXAS

By: _______________________________
Ben Williamson, City Manager

APPROVED AS TO FORM:

By: ________________________________
Nicole Hamilton Corr, City Attorney

EXECUTED on this ________ day of ___________________________, 2025.

FOUNDRY COMMERCIAL ACQUISITIONS, LLC

By: _______________________________

Name: ____________________________

Title: _____________________________

EXHIBIT "A"

METRO SQUARE 2, LOT 1, 3.794 ACRES, VOL. 94141 / PG. 978, DEED RECORD DATED July 1994, Dallas County