

## MARGATE CITY CENTER

### DEVELOPMENT AGREEMENT TERM SHEET

The following represents a nonbinding summary of the terms and conditions of the proposed development agreement (the “***Development Agreement***”). Nothing in this Term Sheet, except the Binding Provisions, binds any party in any way.

TERM	SUMMARY
<b>Governmental Authority</b>	Margate Community Redevelopment Agency (“CRA”)
<b>Developer</b>	BPG Acquisitions LLC or its affiliate, provided that, if an affiliate enters into the Development Agreement, BPG Acquisitions LLC shall provide a corporate guaranty in favor of the CRA
<b>Property</b>	50 +/- acres of land generally located near the intersection of North State Road 7 and Margate Boulevard, Margate, Florida, as more particularly described in <b><u>Exhibit A</u></b> .
<b>Project Phasing</b>	<p>Developer contemplates developing the Property (such development project, the “<b>Project</b>”) in one or more separate phases, as reflected in <b><u>Exhibit B</u></b> attached hereto (each, a “<b>Phase</b>” and collectively, the “<b>Phases</b>”). The final configuration, uses, and densities of Phase 1 will be established and agreed upon prior to execution of the Development Agreement. Notwithstanding the fact that the Phases are identified numerically in <b><u>Exhibit B</u></b>, each subsequent Phase may be constructed independently of, or in conjunction with one another and in varying sequence. The Development Agreement or the ground leases will also establish maximum development thresholds (e.g., total square footage, number of residential units, or floor area ratio) and will permit Developer to modify the specific uses, densities and configurations of future phases of the Property provided that such modifications (a) do not exceed the maximum development boundaries or thresholds to be further negotiated in the Development Agreement or the ground leases; and (b) do not materially alter the character of the character and nature of the applicable phase, as set forth in the Development Agreement.</p> <p>The Property shall be considered one parcel of land for zoning purposes; Developer may allocate density, total square footage and/or floor area (FLR) to portions of the Property so long as the overall maximum development thresholds for the overall Property are not exceeded. For the avoidance of doubt the Development Agreement will contain criteria and provisions which will allow Developer to adjust development programs or buildings and/or phases approved by the CRA, as landlord, by up to 20% without requiring CRA’s subsequent approval (as landlord), subject to respecting the cap on the total cumulative development intensity that can be approved for the</p>

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	Property as a whole (i.e. density, total square footage/FLR on the entirety of the Property).
<b>City Center Special Permit</b>	The Development Agreement will contain a mechanism for minor post-approval modifications to the development plan or plans. Specifically, upon written request from Developer, City Manager will be authorized to administratively approve adjustments or modifications to the approved plans/permitted plans for the project or a component of the project, provided the adjustment or modification is otherwise permitted by Code, does not substantially affect the terms of the prior approval, does not increase the number of residential units, or change the cumulative approved commercial square footage or public amenity spaces by more than 10%. In the event the City Manager determines the modification does not meet these criteria, the proposed modification shall be presented to the City Commission for review and approval.
<b>Staging of Improvements</b>	The improvements to be constructed under the Development Agreement will be constructed in multiple stages in connection with the phased development of the Project on the Property and pursuant to a timeline established in the Development Agreement (the “Timeline”). Subject to certain force majeure events, the Developer’s failure to complete the development and construction of a Phase will entitle the CRA to terminate (i) the Option Agreement for future phases and (ii) the ground lease for such Phase solely to extent set forth in such ground lease. Following the initial installation of any improvements, Developer shall have the right from time to time to remove, reconfigure, restrict access to, and replace the improvements in connection with the development and construction of the Project, so long as Developer within a reasonable time delivers the improvements as required by the Development Agreement and as shown on the final design plans approved by the CRA.
<b>Term</b>	Term of 15 years from the effective date of the final executed Development Agreement subject to extension for three (3) subsequent 5-year renewal terms upon reaching certain milestones set forth in the Timeline attached to the Development Agreement
<b>Cooperation</b>	The CRA will join in any permit or other application, temporary and permanent easements, restrictive covenants, easement vacations or modifications and such other documents as may be necessary or desirable for Developer to develop and use the Property in accordance with the Development Agreement
<b>CRA Consents</b>	Any and all consents and approvals of the CRA required under the Development Agreement shall be reviewed and approved

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	administratively, without further resolution or action of a board or committee, to the extent allowed by applicable Law
<b>Designated Contact</b>	The CRA shall identify a designated point of contact with whom Developer shall coordinate throughout the development of the Project for all plans submissions, reviews as landlord, and approvals as landlord
<b>Ground Lease</b>	Development Agreement to grant the Developer an option to ground lease the Property on a phase-by-phase basis. Each ground lease shall set forth its own timeline for the completion of its applicable improvements, but the ground leases will not be cross defaulted with the Development Agreement or each other. The Development Agreement will include a form of ground lease as an exhibit thereto
<b>CRA Funds</b>	Upon achieving certain milestones in the construction of public improvements, CRA will transfer up to \$30,000,000.00 to an agreed-upon third-party escrow agent, which funds will be released to Developer at the financial close of Phase 1 in furtherance of the execution of the master plan for the Property. Simultaneously with the execution of the Development Agreement, CRA will enter into a Covenant to Budget/Appropriate and Reimburse regarding the CRA Funds on a mutually acceptable form. Payments will be made in the amounts specified for the applicable milestones that will be established in the Timeline. Any interest arising on the escrowed funds shall be distributed to the City
<b>Cumulative Permitted Uses and Density/Intensity</b>	<ul style="list-style-type: none"> <li>• Maximum residential units: 950 units</li> <li>• Minimum commercial square footage: 65,000 SF</li> <li>• Agreed-upon civil and/or public uses</li> <li>• Ancillary uses: Public parking, community/healthcare spaces, amenities, etc.</li> </ul>
<b>Public Benefits/Community Improvements</b>	<ul style="list-style-type: none"> <li>• Public open space or plaza / civic space (to be maintained by CRA)</li> <li>• Streetscape or landscape improvements</li> <li>• Mobility enhancements</li> <li>• Public amenities as recommended by the CRA and its consultants as listed in the development agreement</li> </ul>
<b>Form of Development Agreement</b>	Developer to select form of development agreement, which shall comply with, and make findings of fact that conform to, the requirements set forth in Section 163.3227, Florida Statutes
<b>Architectural Scheme</b>	Developer is responsible for the design and selection of the Project architect, consultants (i.e. landscape architect), and overall architectural scheme, subject to material compliance with the guidelines established in the Development Agreement

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<b>FDOT Coordination</b>	The CRA will work together with Developer and the Florida Department of Transportation (“ <b>FDOT</b> ”) to advocate for infrastructure improvements around US 441 to connect various components of the Project from a walkability and vehicular perspective, including without limitation at-grade and vertical infrastructure (pavers, directional signage, traffic calming, cross-walks, etc.).
<b>Developer Financing</b>	The Development Agreement will incorporate customary lender protections
<b>General Contractors</b>	Development Agreement will grant Developer with the authority to select any and all general contractors for the Project (private development and public/infrastructure development) in its sole discretion
<b>Developer Transfer</b>	<p>With respect to any portion of the Property that remains undeveloped, Developer shall not assign all or a portion of this Development Agreement, nor permit any change in control of the Developer (each a “<b>Transfer</b>”), without the CRA’s prior written consent, provided that, after achieving completion of Phase 1, Developer may effect a Transfer to a Qualified Developer and be released from liability under the Development Agreement without the CRA’s consent, subject to (a) no less than 120 days’ advance notice of the proposed assignment; (b) simultaneous transfer of the applicable development site (i.e., assignment of the applicable ground lease or Option Agreement or portion thereof); and (c) payment to the CRA of an assignment fee in an amount equal to 25% of the Developer’s proceeds from the assignment after reimbursement for predevelopment and transaction costs (the “<b>Transfer Fee</b>”). Such transfer shall be subject to CRA’s prior written approval that such transferee satisfies the requirements of a Qualified Developer, which approval shall not be unreasonably denied, conditioned or delayed.</p> <p>“<b>Qualified Developer</b>” means an assignee that (i) possesses or is controlled by a person that possesses sufficient capital or access to capital to develop the Project (or applicable portion of the Project), (ii) has a demonstrated track record of successfully completing at least five real estate development projects within the United States of similar scope and scale within the past ten years and (iii) is not a Prohibited Person. “<b>Prohibited Person</b>” shall be further defined in the Development Agreement but shall include any person (x) debarred, or suspended, by any agency or instrumentality of the United States or the State of Florida; (y) that is a sanctioned party under OFAC or similar government lists or (z) that has been previously indicted in the last 7 years for or convicted of any felony involving a crime or crimes of moral turpitude.</p>

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<b>Selection and Engagement of Post-Improvement Completion Consultants</b>	<p>Development Agreement will give Developer authority to hire all third-party consultants to manage, maintain and operate post-completion improvements at the Property, including but not limited to, building management companies, leasing companies, third-party parking app companies for public parking, and management/operators for any public improvements (i.e. amphitheater) that may be constructed.</p>
<b>Binding Provisions</b>	<p>Whether or not the parties sign a Development Agreement, they agree to these provisions (the “<b><i>Binding Provisions</i></b>”):</p> <ul style="list-style-type: none"> <li>• The parties shall maintain confidentiality of these discussions and any nonpublic information received from the other party.</li> <li>• Developer shall not communicate with any government agency or third party (except Developer’s advisers and consultants) about the Property or otherwise commence any due diligence investigations, except as the parties agree otherwise in writing.</li> <li>• Neither party shall have any liability or obligation of any kind relating to any Development Agreement or its negotiation unless and until the parties have signed final documents. Those final documents, if signed, shall entirely supersede this Term Sheet, including the Binding Provisions.</li> </ul>

The parties agree to the Binding Provisions above. This Term Sheet does not otherwise bind, or impose any obligation on, any party in any way.

**BPG ACQUISITIONS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF MARGATE COMMUNITY  
REDEVELOPMENT AGENCY,**  
a Florida public agency

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **Exhibit A**

### **Site Map**



# Core Development Sites





## **Exhibit B**

### **Preliminary Phasing**

## Margate Master Plan Timeline

11/13/2025

Phase	Description	Target Commencement Date	Target Completion Date
<b>Phase 1</b>	Southeast of US 441 Parcels		
Construction		10/1/26	6/30/29
Stabilization		7/1/29	7/31/31
<b>Phase 2</b>	Margate Blvd./ City Hall/ Ace Plaza Parcels		
Predevelopment		9/1/28	10/31/29
Construction		11/1/29	9/30/32
Stabilization		10/1/32	10/31/34
<b>Phase 3</b>	City Center and Southwestern parcels		
Predevelopment		6/1/30	5/31/31
Construction		6/1/31	2/28/34
Stabilization		3/1/34	3/31/36