

WHEN RECORDED, RETURN TO:

City of Tolleson
City Clerk
9055 West Van Buren Street
Tolleson, Arizona 85353

Res2539COTVngrdDvAgr-22-1-1--
amine

RESOLUTION NO. 2539

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT ON BEHALF OF THE CITY WITH VANGUARD TRUCK CENTERS, LLC, RELATED TO THE DEVELOPMENT OF CERTAIN PROPERTY LOCATED IN THE CITY AT THE SOUTHWEST CORNER OF 91st AVENUE AND LATHAM STREET; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, A.R.S. § 9-500.05 authorizes the City of Tolleson to enter into development agreements related to the development of property in the City; and

WHEREAS, all the property subject to the Development Agreement attached as Exhibit A is located within the City of Tolleson; and

WHEREAS, the Development Agreement is consistent with the General Plan of the City; and

WHEREAS, the City Council finds that development of certain real property located at the southwest corner of 91st Avenue and Latham Street for a 50,000 – 65,000 square foot Volvo truck dealership that will include a parts and service area for purposes of commercial truck sales will be furthered by the location of this project; and

WHEREAS, the City Council of the City of Tolleson finds that entering into said Development Agreement is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby adopted and incorporated as if fully set forth herein.

Section 2. The Development Agreement between the City of Tolleson and Vanguard Truck Centers, LLC, a Delaware limited liability company, is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

CITY OF TOLLESON RESOLUTION NO. 2539

JULY 11, 2023

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Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 4. The City Clerk is hereby authorized and directed to record a copy of the Development Agreement with the Maricopa County Recorder not later than ten days from the date of the Agreement.

Section 5. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 11th day of July, 2023.

Juan F. Rodriguez

Juan F. Rodriguez, Mayor

ATTEST: *Crystal Zamora*

Crystal Zamora, City Clerk

APPROVED AS TO FORM: *Justin Pierce*

Justin Pierce, City Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2539 was duly passed and adopted by the Mayor and Council of the City of Tolleson, Arizona, at the Regular City Council Meeting held on July 11, 2023, that the vote thereon was 4 ayes, 0 nays, and that the Vice Mayor and 3 Council Members were present thereat.

Crystal Zamora

Crystal Zamora, City Clerk
City of Tolleson, Arizona

CITY OF TOLLESON RESOLUTION NO. 2539

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EXHIBIT A

TO

RESOLUTION NO. 2539

[Development Agreement]

See following pages.

20230388688

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20230388125 07/26/2023 09:45
ELECTRONIC RECORDING

COTVngrdDvAgr2539-19-1-1--
amine

When recorded mail to:

City of Tolleson
City Clerk
9055 West Van Buren Street
Tolleson, Arizona 85353

This area reserved for County Recorder

DO NOT REMOVE

This is part of the official document

DEVELOPMENT AGREEMENT

City Contract No. _____

This Development Agreement (“**Agreement**”) is entered into as of the 11th day of July, 2023 (the “**Effective Date**”), by and between the CITY OF TOLLESON, Arizona, an Arizona municipal corporation, (which, together with any successor, public body or officer hereafter designated by or pursuant to law, is hereinafter referred to as “**City**”), and VANGUARD TRUCK HOLDINGS, LLC, a Delaware limited liability company, (together with its permitted successors and assigns, is hereinafter referred to as “**VANGUARD**”), (collectively City and VANGUARD may be referred to as the “**Parties**”).

RECITALS

A. The Parties hereto acknowledge that this Agreement constitutes a “Development Agreement”, and in accordance therewith, a memorandum in the form of **Exhibit A** attached shall be recorded in the Official Records of Maricopa County Recorder, against the property described in **Exhibit B** attached hereto and made a part hereof (hereinafter, the “**VANGUARD Property**”).

B. VANGUARD has entered into a Purchase and Sale Agreement with Tolleson 70, LLC (“**Tolleson 70**”) for the purchase of the VANGUARD Property. VANGUARD intends to develop or cause to be developed a 50,000 – 65,000 square foot Volvo truck dealership that includes a parts and service area for purposes of Commercial Truck Sales (the “**Volvo Truck Dealership**”) on the VANGUARD Property.

C. The City and Tolleson 70 have entered into a Development Agreement dated as of March 7, 2023 and recorded under document 20230186154, Official Records, Maricopa County, Arizona (the “**PAD Development Agreement**”), which Development Agreement governs the creation and development of a Planned Area Development (“**PAD**”) covering the “I-10 Innovation Center II” owned by Tolleson 70 of which the VANGUARD Property is a part.

D. The City desires to obtain those public benefits that will accrue from continued growth and development in the area of the VANGUARD Property, as well as the construction of public infrastructure improvements. Such benefits include: (1) stimulating overall economic development in the neighborhood surrounding the VANGUARD Property; (2) the construction of certain public infrastructure improvements funded by VANGUARD at a cost of approximately \$750,000 to \$1,000,000, as more fully outlined hereinafter (hereinafter, the “**Improvements**”), and (3) generation of substantial additional sales tax revenues (referred to as transaction privilege taxes in the Arizona Revised Statutes, Title 42, Article 5.)

E. In accordance with A.R.S. § 9-500.11.D and H, the City has verified by an independent third party, the following findings:

1. The City’s commitment, established hereby, to make Reimbursement Payments (defined hereafter), is anticipated to raise more revenue than the sum of the Reimbursement Payments; and

2. Without the City's commitment to make such Reimbursement Payments, the planned Volvo Truck Dealership or similar facility would not locate within the City at the same time, place, or manner.

F. The City Council has found, by two-thirds majority vote, that the findings set forth in Recital E above are correct and have further found that this Agreement will assist in the creation of jobs and will improve the economic welfare of the inhabitants of the City.

G. In accordance with A.R.S. § 9.500.11.K, the City has adopted a notice of intent to enter into this Agreement at least fourteen (14) days prior to the approval of this Agreement by the City Council.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, it is understood and agreed by the parties hereto as follows:

1. **Recitals.** The recitals and attached exhibits set forth above are acknowledged by the parties to be true and correct and are incorporated herein by this reference.

2. **Construction of Public Infrastructure Improvements.**

- (a) In connection with its development of the VANGUARD Property, in its sole and absolute discretion, VANGUARD will undertake the Improvements pursuant to plans and specifications approved by the City of Tolleson and as substantially described on **Exhibit C** attached hereto and made a part hereof in accordance with permits to be issued by the City. The City hereby agrees to reasonably cooperate with VANGUARD in providing and obtaining any easements, rights-of-ways or other rights necessary to complete any portion of the Improvements to be located outside of the VANGUARD Property.
- (b) The Improvements shall be constructed under the direction of VANGUARD, at VANGUARD's cost, pursuant to the City's final approval of the final design thereof and shall be bid out for construction pursuant to A.R.S. § 34-201 and § 34-202.
- (c) The Parties anticipate that the total cost to design and construct the Improvements shall be approximately \$750,000 - \$1,000,000.

3. **City Reimbursement.**

- (a) Subject to the conditions set forth in this Agreement, in consideration of the public benefits which will accrue to the City from development of the VANGUARD Property as a Volvo Truck Dealership, as well as the construction and dedication of the Improvements, the City will: reimburse

VANGUARD, in accordance with Sections 4 and 5 below, for actual costs incurred by VANGUARD in the design, construction, and installation of the Improvements, up to a maximum reimbursement amount of \$1,000,000 (“**Reimbursement Limit**”), provided that the City shall only be required to provide Reimbursement Payments, as defined in Sections 4 and 5 below, to VANGUARD up to the Reimbursement Limit and otherwise subject to the terms and conditions of this Agreement, including, but not limited to, Section 7.

- (b) For the purposes of this Agreement, “**Reimbursable Costs**” means all verifiable costs actually incurred by VANGUARD in connection with the design, governmental review, construction and installation of the Improvements, which costs shall include, but are not limited to, actual “hard” costs of construction together with costs for or associated with: engineers and other consultants (including design professionals); all plan review and application fees of all applicable governmental authorities; construction permits and other required permits; project bonding and insurance; construction management, coordination, inspection and supervision; project bidding; environmental reports, title reports, traffic reports, and other reports, studies and investigations specifically related to the Improvements, and other directly related costs and fees.
- (c) VANGUARD’s Reimbursable Costs shall be outlined in a letter to the City within 90 days of completion of the Improvements. The Tolleson City Council must approve the final construction costs in order for the City to pay any Reimbursable Costs to VANGUARD, which approval shall not be unreasonably withheld, conditioned or delayed so long as the final construction costs are consistent with the terms of this Agreement.

4. **Reimbursement Fund.** All monies used for reimbursement payments by City to VANGUARD according to this Agreement (“**Reimbursement Payments**”) will be paid from the reimbursement fund specifically designated for this purpose (the “**Reimbursement Fund**”). For the purposes of this Agreement, “**Eligible Sales Taxes**” shall mean transaction privilege taxes, levied by the City in accordance with A.R.S. Title 42, Chapter 5, received by the City, related to retail sales activities at the VANGUARD Property, accruing as follows:

- (a) Forty-nine percent (49%) of the eligible City sales tax revenues beginning on the first day of operation of the Volvo Truck Dealership on the VANGUARD PROPERTY, as allowed by law, generated from VANGUARD operations at the VANGUARD Property. Sales tax revenues to be used for Reimbursement Payments shall be generated only from sales and operations at the VANGUARD Property, which generate City sales tax to the City and that are actually received by the City.
- (b) Forty-nine percent (49%) of all construction sales tax revenues actually received by the City for construction of the Volvo Truck Dealership on the VANGUARD Property and all on-site improvements related thereto (“**Eligible Construction Sales Taxes**”). It shall be the responsibility of

VANGUARD to provide to the City, the Consent to Release of Tax Information in the form attached hereto as Exhibit E for any General Contractors used to construct the Volvo Truck Dealership and on-site improvements. VANGUARD shall also provide the City with copies of all contracts with General Contractors to construct the Volvo Dealership and on-site improvements subject to Reimbursement Payments under this section 4(b).

- (c) The Reimbursement Fund will accrue on a quarterly basis through the calendar quarter which ends five (5) years after the date the Volvo Truck Dealership begins operations or until Approved Reimbursements have been paid in full to VANGUARD, if earlier (the “**Reimbursement Fund End Date**”). For purposes of clarification only, although the maximum Reimbursement Limit is \$1,000,000, the total of all Reimbursement Payments may be less than the Reimbursement Limit if the total Approved Reimbursements are less than Reimbursement Limit upon the Reimbursement Fund End Date.
- (d) For purposes of calculating deposits that shall accrue to the Reimbursement Fund on a quarterly basis, (the “**Quarterly Reimbursement Fund Deposits**”), each quarterly deposit will accrue to the Reimbursement Fund following City’s review of taxes remitted by VANGUARD and paid by VANGUARD as described in 4(a) and 4(b) above (the “**Quarterly Sales Tax Review**”). The Quarterly Sales Tax Review shall occur within 45 days after VANGUARD provides the documentation outlined in Sections 6 and 7 below and evidence to the City that the taxes have been paid to the Arizona Department of Revenue (“**ADOR**”), and the taxes have been received from ADOR to the City. Upon written request of VANGUARD, the City will deliver to VANGUARD an accounting of all such sales tax receipts, which accounting shall specifically identify any offsets, credits, exclusions or other deductions from the from tax revenues generated by or attributable to the Property which have been identified by the City in the Quarterly Sales Tax Review.
- (e) If the City’s sales tax structure changes, the Parties acknowledge that sales tax revenues may change as a result, and that the Reimbursement Payments may be affected.

5. **Reimbursement Payments Schedule.** Subject to the completion of the Public Infrastructure Improvements and the first deposit to the Reimbursement Fund, the first Reimbursement Payment shall be made (as applicable, the “**Reimbursement Period Commencement Date**”). Thereafter, the City shall make additional quarterly Reimbursement Payments (“**Quarterly Reimbursement Payments**”), as required and as funds are available in the Reimbursement Fund, with each such payment being issued within 14 days after completing the Quarterly Sales Tax Review.

Quarterly Reimbursement Payments shall continue until the earlier to occur of (i) the date the Reimbursement Limit has been met and paid in full, or (ii) the occurrence of the

Reimbursement Fund End Date, subject to extension pursuant to the terms of this Agreement, including, but not limited to, following an Event of Excused Delay. If during any quarter, there is a balance due to VANGUARD on Reimbursable Costs, and at the same time there are no funds available in the Reimbursement Fund, then a Quarterly Reimbursement Payment will not be made during such quarter, and the reimbursement amount payable for such quarter will be paid at a future date when funds are available for either a partial or full payment from the Reimbursement Fund, and, if applicable, the Reimbursement Fund End Date shall be extended until such Quarterly Reimbursement Payment is paid in full.

6. **Sales Tax Tracking Authorization.** In order to conduct its Quarterly Sales Tax Reviews and make Quarterly Reimbursement Payments to VANGUARD, the City must be able to separately track the Eligible Sales Taxes and Eligible Construction Sales Taxes generated by VANGUARD at the VANGUARD Property. VANGUARD shall generate a separate report of Eligible Sales Taxes and Eligible Construction Sales Taxes as described in Section 7 below. Furthermore, the City Finance Department is authorized to release such tax data as reported by VANGUARD to the City Economic Development Department.

7. **Sales Tax Report and Certification.** VANGUARD shall prepare a Sales Tax Report and Certification and submit the Sales Tax Report and Certification within forty-five (45) days following the close of each calendar quarter to the City, beginning in with the first calendar quarter which begins after completion of the Improvements, that reports Eligible Sales Taxes for VANGUARD's business operations on the VANGUARD Property and Eligible Construction Sales Taxes. If VANGUARD does not submit the Sales Tax Report and Certification to the City in any quarter, the City shall not have any obligation to make a Quarterly Reimbursement Fund Deposit or corresponding Quarterly Reimbursement Payments to VANGUARD, until VANGUARD provides the Sales Tax Report and Certification for that quarter. In the event VANGUARD submits an untimely Sales Tax Report and Certification for a quarter, the City shall process that documentation at the next Quarterly Sales Tax Review.

8. **Mutual Benefits.** The Parties agree that in making the promises contained in this Agreement that certain benefits and advantages will accrue to the Parties as a result of the performance of this Agreement, and that, therefore, this Agreement is being entered into in reliance upon the mutual benefits afforded each of the Parties.

9. **Institution of Legal Actions.** Any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing Party in such action will be entitled to reimbursement by the other Party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.

10. **Applicable Law.** The laws of the State of Arizona will govern the interpretation and enforcement of this Agreement.

11. **Acceptance of Legal Process.** If any legal action is commenced by VANGUARD the City, service of process on the City will be made by personal service upon the City Clerk of the City of Tolleson, or in such other manner as may be provided by law.

If any legal action is commenced by the City against VANGUARD, or in such other manner as may be provided by law, whether made within or without the State of Arizona.

12. **Rights and Remedies Are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by such defaulting Party.

13. **Notices, Demands and Communications Between Parties.** All notices, demands or other writings in this Agreement provided to be given, made or sent by any Party hereto to other Parties will be deemed to have been fully given, made, or sent when made in writing and personally delivered or deposited in the United States mail postpaid registered or certified and addressed as follows:

To City:	City Manager Tolleson City Hall 9055 W. Van Buren Street Tolleson, AZ 85353 Jason Earp Economic Development Director Tolleson City Hall 9055 W. Van Buren Street Tolleson, AZ 85353 City Attorney Tolleson City Hall 9055 W. Van Buren Street Tolleson, AZ 85353
To VANGUARD:	Vanguard Truck Holdings, LLC 34 Old Ivy Road, NE, Suite 200 Atlanta, Georgia 30342 Attn: Elwyn Bridges and Will Blue
With copies to:	Impact Development Management 900 Circle 75 Parkway, Suite 550 Atlanta, Georgia 30339 Attn: Alex Vess and Kilpatrick Townsend & Stockton LLP 2001 Ross Avenue, Suite 4400 Dallas, Texas 75201 Attn: Jenny Gruber

The address to which any notice, demand or other writing may be given, made or sent to any party may be changed by written notice as above.

14. **Conflict of Interests.** No member, official or employee of the City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law. All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511. Each of the City and Vanguard hereby represents and warrants to the other that no person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement is an employee or agent of any VANGUARD in any capacity or a consultant to VANGUARD with respect to the subject matter of the contract. No member, official or employee of the City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law.

15. **Warranty Against Payment of Consideration for Agreement.** VANGUARD warrants that it has not 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, consultants, engineers, and attorneys and the purchase price of the VANGUARD Property.

16. **Nonliability of Officials, Partners, and Employees.** No member, official or employee of the City will be personally liable to VANGUARD, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to VANGUARD or successor, or on any obligation under the terms of this Agreement. No member, official or employee of VANGUARD will be personally liable to the City, or any successor in interest, in the event of any default or breach by VANGUARD or for any amount which may become due to the City or its successor, or on any obligation under the terms of this Agreement.

17. **No Waiver.** Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

18. **Severability.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

19. **Captions.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

20. **Entire Agreement Waivers and Amendments.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including nine (9) pages of text and the below listed exhibits, which are incorporated herein by this reference, constitutes the entire understanding and agreement of the Parties.

Exhibit A:	Memorandum of Development Agreement
Exhibit B:	Description of VANGUARD Property
Exhibit C:	Improvements
Exhibit D:	Consent to Release of Tax Information
Exhibit E:	Contractor Consent to Release of Tax Information

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Parties and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

21. **No Agency Created.** Nothing contained in this Agreement creates any partnership, joint venture, or agency relationship between the Parties. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization, or corporation not a party hereto.

22. **Additional Documents.** The Parties each agree to execute and deliver all documents and take all actions reasonably necessary to implement and enforce this Agreement, including but not limited to any temporary construction easements or other documents necessary for construction of the Improvements.

23. **Default.** In the event of default under any provision of this Agreement, the non-defaulting Party shall have all remedies available to it at law or in equity. In the event any Party is in default under any provision of this Agreement, the defaulting Party may cure the default by taking the appropriate and necessary corrective action within ten (10) business days of receiving notice of the default from the non-defaulting Party.

24. **Governing Statutes.** References are made in this Agreement to specific sections of the Arizona Revised Statutes. Any such references mean the statute in effect on the date of the execution of this Agreement and any subsequent renumbering or reordering of those provisions.

25. **Acquisition Contingency; Changes in Ownership, Management and Control of VANGUARD.** The City and Vanguard acknowledge that the terms and conditions of this Agreement are subject to the condition precedent that VANGUARD acquires fee simple title in and to the VANGUARD Property from Tolleson 70. VANGUARD represents and agrees that its undertakings pursuant to this Agreement are, and will be, for the purpose of development of the VANGUARD Property and the Improvements. Except as set forth below, no voluntary or involuntary successor in interest to VANGUARD shall acquire any rights nor incur any obligations under this Agreement except for those expressly set forth herein. In the event VANGUARD assigns or transfers all, or any portion of, its interest in the VANGUARD Property the approved Reimbursement Payments shall be paid to such assignee or transferee, and the City's obligation to make any and all Reimbursement Payments shall survive any such assignment or transfer. Notwithstanding any term herein to the contrary, VANGUARD shall be entitled to assign or transfer all, or a portion of, its rights in this Agreement to any entity that subsequently owns or controls all, or a portion of the facilities related to VANGUARD at the VANGUARD Property.

Any assignment of this agreement will require assignee to execute a new Consent to Release of Tax Information (Exhibit D).

26. **Force Majeure.** The Parties shall not be considered in breach of their obligations under this Agreement, or to have failed to satisfy the conditions to reimbursement described above, as a result of any of the following (each an “**Event of Excused Delay**”): delay due to causes beyond the Party’s control and without its fault or negligence, including, but not limited to, acts of God, acts of the public enemy, foreign or domestic terrorism, riot, insurrection, acts or failure to act of any governmental or quasi-governmental agency (including, but not limited to, regulations of the sale of materials and supplies or the transportation thereof or governmental control or diversion), fires, floods, explosions, epidemics or pandemics, quarantine restrictions, strikes, lockouts, boycotts, embargoes and shortages of material, energy, fuel or labor, unusually severe weather, unforeseeable environmental or archaeological conditions requiring investigation/mitigation pursuant to federal, state or local laws and other similar causes beyond the Party’s reasonable control. The Parties explicitly acknowledge that economic conditions are not an event subject to the benefit of this Section 26 and that the payment of money shall not be subject to an Event of Excused Delay.

It is the purpose and intent of this Section 26 that upon the occurrence of an Event of Excused Delay, the time or times for performance of the obligations or the satisfaction of reimbursement conditions, as the case may be, shall be extended for the period of the resulting delay; provided that the defaulting Party notifies the other Parties in writing thereof, such notice to include an estimate of the anticipated duration on the delay period, and the cause or causes thereof. An extension of time for any such cause shall only be for the period of the Event of Excused Delay, which period shall begin to run from the time of the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other parties more than thirty (30) calendar days after the commencement of the cause, the period shall commence to run only thirty (30) calendar days prior to the giving of such notice.

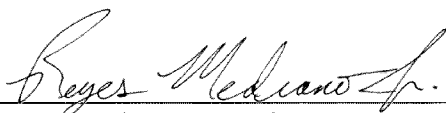
27. **Consent to Release of Tax Information.** Simultaneous to the execution of this Agreement by the City and VANGUARD, VANGUARD agrees to execute a Consent to Release of Tax Information in the form set forth on Exhibit D attached hereto and made a part hereof by this reference.

[SIGNATURES ON FOLLOWING PAGES.]

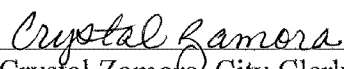
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IN WITNESS WHEREOF, the parties have executed this Agreement through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations herein contained on the day and year first written above.

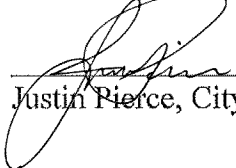
CITY OF TOLLESON, a municipal corporation


Reyes Medrano, Jr., City Manager

ATTEST:


Crystal Zamora, City Clerk

APPROVED AS TO FORM:


Justin Pierce, City Attorney

VANGUARD TRUCK HOLDINGS, LLC, a
Delaware limited liability company

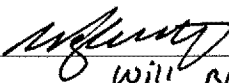
By: 
Name: Will Blue
Its: CFO

EXHIBIT A
MEMORANDUM OF DEVELOPMENT AGREEMENT

WHEN RECORDED, RETURN TO:

Crystal Zamora, City Clerk
 City of Tolleson
 9055 West Van Buren Street
 Tolleson, Arizona 85353

Exempt from affidavit of value and
 transfer fee requirements, pursuant to
 A.R.S. §11-1134(A)(2)

MEMORANDUM OF DEVELOPMENT AGREEMENT

City Contract No. _____ - ____

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT is entered into as of the 11th day of July, 2023, by and among the CITY OF TOLLESON, a municipal corporation (“**City**”), and VANGUARD TRUCK HOLDINGS, LLC, a Delaware limited liability company, (“**VANGUARD**”), for the purpose of recording that on this date City and VANGUARD have executed a Development Agreement (“**Agreement**”), an executed copy of which is in the possession of each party.

1. The real property which is the subject of the Agreement is located near the southwest corner of North 91st Avenue and McDowell Road, in Tolleson, Arizona, more particularly described on **Exhibit A** attached hereto and made a part hereof “**Subject Property**”). VANGUARD has contractually agreed to construct public infrastructure improvements in the area of the Subject Property for the estimated cost of \$750,000 to \$1,000,000.

2. The addresses of the parties to the Agreement are:

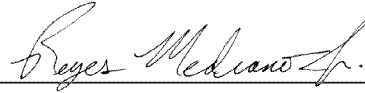
City of Tolleson
 9055 W. Van Buren Street
 Tolleson, AZ 85353

VANGUARD TRUCK HOLDINGS, LLC
 34 Old Ivy Road, NE, Suite 200
 Atlanta, Georgia 30342
 Attn: Elwyn Bridges and Will Blue

3. No voluntary or involuntary successor in interest to VANGUARD may acquire any rights nor incur any obligations under the Agreement except as expressly set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Development Agreement as of the day and year first above written.

CITY OF TOLLESON, a municipal corporation



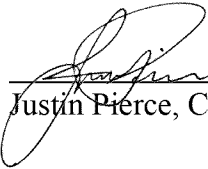
Reyes Medrano, Jr., City Manager

ATTEST:



Crystal Zamora, City Clerk

APPROVED AS TO FORM:

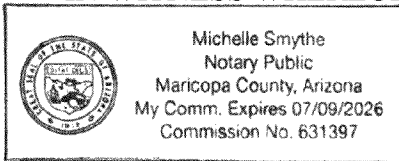


Justin Pierce, City Attorney

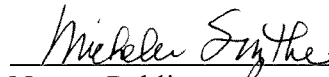
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 12th day of July, 2023, before me, the undersigned officer, personally appeared Reyes Medrano, Jr., who acknowledged himself to be the City Manager of the CITY OF TOLLESON, a municipal corporation, and he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires:



Notary Public

VANGUARD TRUCK HOLDINGS, LLC, a
Delaware limited liability company

By: [Signature]
Name: Will Blue
Its: CEO

STATE OF Georgia)
) ss.
County of DeKalb)

This Memorandum of Development Agreement, dated July 14th, 2023, was acknowledged before me this 14th day of July, 2023, by Will Blue, who personally acknowledged himself to be Member/Manager of VANGUARD TRUCK HOLDINGS, LLC, a Delaware limited liability company, and he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

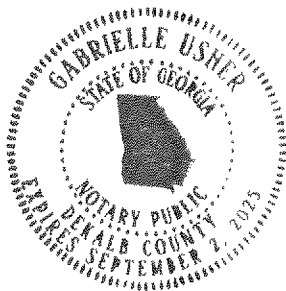


EXHIBIT B
LEGAL DESCRIPTION OF VANGUARD PROPERTY

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, A PART OF LOT 3, TOLLESON LOGISTICS, BOOK 1659 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4, FROM WHICH, FOR A BASIS OF BEARINGS, THE NORTHEAST CORNER OF SECTION 4 BEARS NORTH 00° 01' 12" WEST, A DISTANCE OF 2707.83 FEET; THENCE, FROM SAID EAST QUARTER CORNER, NORTH 00° 01' 12" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 685.52 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 89° 26' 18" WEST, 40.00 FEET; THENCE SOUTH 00° 01' 12" EAST, 55.00 FEET TO THE NORTHEAST CORNER OF LOT 3, TOLLESON LOGISTICS, BOOK 1659 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE POINT OF BEGINNING:

THENCE SOUTH 00° 01' 12" EAST, ALONG THE WEST RIGHT OF WAY LINE OF 91ST AVENUE, 411.40 FEET;
 THENCE SOUTH 89° 58' 48" WEST, 5.00 FEET;
 THENCE SOUTH 00° 01' 12" EAST, 189.11 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ROOSEVELT STREET;
 THENCE SOUTH 89° 31' 52" WEST, ALONG THE NORTH LINE OF ROOSEVELT STREET, 45.00 FEET;
 THENCE SOUTH 00° 01' 12" EAST, 4.99 FEET;
 THENCE SOUTH 89° 31' 41" WEST, 782.39 FEET;
 THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00° 01' 12" WEST, 629.15 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LATHAM STREET;
 THENCE NORTH 89° 26' 18" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 807.40 FEET;
 THENCE SOUTH 45° 17' 27" EAST, 35.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 522,720 SQUARE FEET OR 12.000 ACRES.

**EXHIBIT C
IMPROVEMENTS**

To include, but not be limited to, the following improvements for the north half of Roosevelt Street from 91st Avenue to 93rd Avenue: asphalt pavement; curb and gutter; concrete sidewalk; waterline; concrete scuppers; driveways; undergrounding of the irrigation ditch with concrete pipe; landscape; access gate with Knox Lock; and 8' CMU screen wall. All pursuant to plans and specifications approved by the City of Tolleson and as substantially set forth in the attached plans.

[See attached plans]

EXHIBIT D
CONSENT TO RELEASE OF TAX INFORMATION

Whereas, pursuant to a Development Agreement dated July 11, 2023 between the City of Tolleson, an Arizona municipal corporation (the "City") and VANGUARD TRUCK HOLDINGS, LLC, a Delaware limited liability company ("VANGUARD") the City has agreed to assist VANGUARD in the development of a 50,000 – 65,000 square foot Volvo truck dealership that includes a parts and service area for purposes of Commercial Truck Sales located t near the southwest corner of North 91st Avenue and McDowell Road, in Tolleson, Arizona (the "Project"); and

Whereas, the City's assistance includes reimbursement to VANGUARD for a portion of VANGUARD's costs incurred in developing the Project, based on certain transaction privilege taxes paid by such Project; and

Whereas, information concerning the payment of transaction privilege taxes is generally required to be kept confidential by the City's Tax and License Division unless a taxpayer consents to the release of such information;

Therefore, VANGUARD hereby consents to the release of all of its tax information necessary for the City to calculate and verify VANGUARD's right to reimbursements, pay reimbursements and prepare a status report pursuant to A.R.S. § 9-500.11.G for the following period:

From: _____ to _____.

DATED this 14th day of July, 2023.

VANGUARD TRUCK HOLDINGS, LLC, a
 Delaware limited liability company

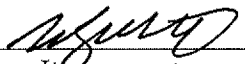
By: 
 Its: CFO

EXHIBIT E
CONSENT TO RELEASE OF TAX INFORMATION

Whereas, pursuant to a Development Agreement dated July 11, 2023 between the City of Tolleson, an Arizona municipal corporation (the "City") and VANGUARD TRUCK HOLDINGS, LLC, a Delaware limited liability company ("VANGUARD"), the City has agreed to assist VANGUARD in the development of a 50,000 – 65,000 square foot Volvo truck dealership that includes a parts and service area for purposes of Commercial Truck Sales located t near the southwest corner of North 91st Avenue and McDowell Road, in Tolleson, Arizona (the "Project"); and

Whereas, the City's assistance includes reimbursement to VANGUARD for a portion of VANGUARD's costs incurred in developing the Project, based on certain transaction privilege taxes paid by such Project; and

Whereas, pursuant to a contract dated _____, 20__ between VANGUARD and _____ (the "General Contractor"), the General Contractor has agreed to provide general contractor services with respect to the Project;

Whereas, information concerning the payment of transaction privilege taxes is generally required to be kept confidential by the City's Tax and License Division unless a taxpayer consents to the release of such information;

Therefore, the General Contractor hereby consents to the release of all of its tax information necessary for the City to calculate and verify VANGUARD's right to reimbursements, pay reimbursements and prepare a status report pursuant to A.R.S. § 9-500.11.G for the following period:

From: _____ to _____.

DATED this _____ day of _____, 2023.

 (General Contractor)

By: _____
 Its: _____

TO BE COMPLETED UPON ASSIGNMENT OF GENERAL CONTRACTOR.