

ASSIGNMENT OF TAX ABATEMENT AGREEMENT

THIS ASSIGNMENT OF TAX ABATEMENT AGREEMENT (this "**Assignment**") is made as of September ____, 2023 (the "**Effective Date**"), between BURLESON COLD STORAGE OWNER, LP, a Delaware limited partnership ("**Assignor**"), TWV HIGHPOINT OWNER, L.L.C., a Delaware limited liability company ("**Assignee**"), and THE CITY OF BURLESON, TEXAS, a home rule municipal corporation (the "**City**").

BACKGROUND

WHEREAS, Assignor's predecessor in interest (Burleson Cold Storage, LP and Burleson Cold Storage II, LP) and the City entered into that certain Amended and Restated Tax Abatement Agreement dated June 7, 2021 (the "**Agreement**") with respect to that certain property commonly known as "Burleson Cold Storage" and located at 6501 High Point Parkway, Burleson, Texas (the "**Property**").

WHEREAS, Assignor, as seller, and Assignee, as buyer, are parties to that certain Purchase and Sale Agreement dated as of June 20, 2023 (as amended and assigned to date, the "**Purchase and Sale Agreement**").

WHEREAS, Assignor and Assignee desire to enter into this Assignment in conjunction with the sale by Assignor to Assignee of the Property.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Definitions.** Capitalized terms not defined herein shall have the meaning set forth in the Purchase and Sale Agreement, unless reference to any capitalized term is noted as defined in the Agreement.

2. **Assignment and Assumption.** Assignor hereby agrees to transfer, assign and convey, and does hereby transfer, assign and convey, to the extent legally assignable, all of its right, title and interest in and to the Agreement to Assignee. This Assignment is intended to, and subject to the terms hereof shall constitute, the conveyance, transfer and assignment of all of Assignor's right, title and interest in the Agreement, to the extent legally permissible. Assignor makes no representations or warranties of any kind whatsoever, express or implied, with respect to the Agreement, the adequacy of the information contained herein, or the assignability thereof or any matters relating thereto, and Assignor shall have no liability to Assignee for any claim, loss or damage of any kind or nature whatsoever arising out of or in connection with this Assignment. Upon the execution and delivery of this Assignment, Assignee hereby accepts and assumes from Assignor the rights, title and interest of Assignor in the Agreement, and all obligations pertaining thereto arising from and after the date first set forth above

3. **Consent and Estoppel.** By executing this Assignment, the City consents to Assignor assigning the Agreement to Assignee. The City further acknowledges that, as of the Effective Date, the Agreement is in full force and effect and no event or omission has occurred which, with the giving of notice or the lapse of time, or both, would constitute a default under the Agreement. Notwithstanding the above, the failure or delay of the City in seeking to enforce any provisions of the Agreement or this Assignment should not be deemed a waiver of rights and remedies that the City may have, or a waiver of any subsequent breach of the terms and provisions therein or herein contained. Unless and until the City has executed this Assignment, this Assignment is of no effect, and the consent granted herein should not

be construed as consent to any further assignment except as provided in the Agreement.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of laws principles. Mandatory and exclusive venue for any action concerning this Assignment in which the Town is a party shall be in a court of competent jurisdiction in Johnson County, Texas.

5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

6. Notices. As of the Effective Date, any notices to be provided to Assignee in accordance with the Agreement, shall be provided to Assignee at the following address:

TWV HIGHPOINT OWNER, L.L.C.
1900 West Loop South, Suite 1300
Houston, Texas 77027
Attention: Fred Knapp
E-mail: fred.knapp@transwestern.com

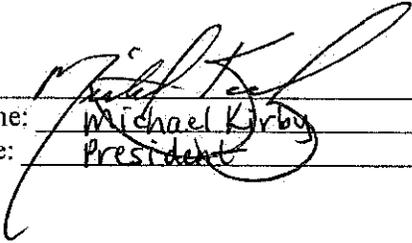
[Signature Pages Follow]

Assignee, Assignor and the City have executed this Assignment as of the Effective Date.

ASSIGNOR:

BURLESON COLD STORAGE, LP,
a Delaware limited partnership

By: Burleson Cold Storage Owner, GP, LLC, its general partner

By: 
Name: Michael Kirby
Title: President KM

ASSIGNEE:

TWV HIGHPOINT OWNER, L.L.C.,
a Delaware limited liability company

A handwritten signature in black ink, appearing to read 'Fred Knapp', written over a horizontal line.

By: _____

Name: Fred Knapp

Title: Authorized Signatory

CITY:

CITY OF BURLESON,
a Texas home rule municipal corporation

By: _____
Name: Tommy Ludwig
Its: City Manager

Attest:

Amanda Campos, City Secretary