

## TAX ABATEMENT ESTOPPEL CERTIFICATE

\_\_\_\_\_, 2023

Transwestern Ventures, LLC (“**Purchaser**”)  
1900 West Loop South, Suite 1300  
Houston, Texas 77027  
Attention: Fred Knapp

Re: Amended and Restated Tax Abatement Agreement (the “**Agreement**”) entered into as of June 7, 2021 (the “**A&R Effective Date**”), effective as of October 7, 2019 (the “**Original Effective Date**”), by and between (i) the City of Burleson, a Texas municipal corporation of the Counties of Johnson and Tarrant, State of Texas (“**City**”), on the one hand, and (ii) Burleson Cold Storage, LP, a Delaware limited partnership (together with, subject to Article 12, any person or entity that hereafter owns the BCS-I Property (as defined below) “**BCS-I**”) and Burleson Cold Storage II, LP, a Delaware limited partnership (together with, subject to Article 12, any person or entity that hereafter owns the BCS-II Property (as defined below) “**BCS-II**” and together with BCS-I, the “**BCS Entities**” and each a “**BCS Entity**”) as assignee (and successor in interest of the Property (as defined in the Original Agreement)) of Project Yukon Burleson, LLC, a Delaware limited liability company (“**Yukon**”).

The undersigned understands that Purchaser contemplates purchasing the BCS-I Property as described on Exhibit A attached hereto (the “**Property**”) from Burleson Cold Storage Owner, LP and hereby certifies to Purchaser and its successors and assigns, that the following statements are true as of the date hereof:

1. To the undersigned's knowledge, the Agreement is valid, enforceable and in full force and effect and there have been no unrecorded amendments to the Agreement except as follows and enclosed with this Certificate: None.
2. A complete, true and accurate copy of the Agreement is attached hereto as Exhibit B, and there are no other amendments or modifications of the Agreement in effect or pending.
3. To the undersigned's knowledge, Burleson Cold Storage Owner, LP (“**Current Property Owner**”) is not in material breach, violation or default under any term or provision of the Agreement and no circumstance exists which, with notice or time, would constitute such a material breach, violation or default, except as specified below: None.
4. The undersigned acknowledges and agrees that the repurchase right as set forth in that certain Special Warranty Deed (with Vendor’s Lien), dated June 18, 2020, recorded June 23, 2020 under Clerk's File No. 2020-17908 of the Official Records of Johnson County, Texas (the “**City Deed**”) is no longer viable, valid or in effect because BCS-I has commenced construction prior to the marketing or sale of the Property to a non-affiliated entity.

5. The undersigned acknowledges that Purchaser is relying upon the accuracy of the statements in this Certificate. This Certificate shall be binding upon the undersigned party and their respective successors and assigns and shall inure to the benefit of and be enforceable by Purchaser and its assigns, but in all events for estoppel purposes only.
6. The person executing this Certificate has the power and authority to render this Certificate.

Capitalized terms used but not otherwise defined herein have the same meaning ascribed to such term as in the Agreement.

*(Signature page follows)*

IN WITNESS WHEREOF, the undersigned has executed this Estoppel Certificate to be effective as of the date first written above.

**THE CITY:**

**CITY OF BURLESON,**  
a Texas municipal corporation

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

**EXHIBIT A**

LOT 1 R-B, BLOCK 1, REPLAT OF LOT 1 R, BLOCK 1, HIGHPOINT BUSINESS PARK OF BURLESON, AN ADDITION TO THE CITY OF BURLESON, TEXAS, ACCORDING TO THE PLAT RECORDED AUGUST 24, 2020 IN DRAWER K, PAGE 145, PLAT RECORDS, JOHNSON COUNTY, TEXAS.

**EXHIBIT B**

The Tax Abatement Agreement

*[see attached]*