

**ESTOPPEL CERTIFICATE**

(Tax Abatement Agreement)

[ \_\_\_\_\_ ], 2023

BGO-SRE Burleson II LP (“**Purchaser**”)

c/o BentallGreenOak (BGO)

399 Park Avenue, 18<sup>th</sup> Floor

New York, NY

The Prudential Life Insurance Company of America (“**Lender**”)

c/o PGIM Real Estate Finance, LLC

3350 Peachtree Road NE Suite 800

Atlanta, GA 30326

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 Owner, LP, a Delaware limited partnership (as successor-in-interest of the BCS-I Property (as defined below) of Burleson Cold Storage, LP, a Delaware limited partnership (together with, subject to Article 12 of the Agreement, 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 of the Agreement, 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 City understands that Purchaser contemplates purchasing the BCS-II Property as described on Exhibit A attached hereto (the “**Property**”) from BCS-II (with financing provided by Lender), and hereby certifies to Purchaser, Lender and each such party’s 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, neither of the BCS Entities are 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 that as part of the acquisition of the Property, Purchaser will take assignment and assume the interest of BCS-II in the Agreement.
5. The undersigned acknowledges that Purchaser and Lender are 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 Affiant has signed this Estoppel Certificate.

**THE CITY:**

**CITY OF BURLESON,**  
a Texas corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

BEING ALL OF LOT 1R-A, BLOCK 1, HIGHPOINT BUSINESS PARK OF BURLESON, AN ADDITION IN THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN DRAWER K, PAGE 145, (INSTRUMENT NUMBER 145-2020), PLAT RECORDS, JOHNSON COUNTY, TEXAS.

**EXHIBIT B**

The Agreement

*[see attached]*