

ACKNOWLEDGMENT AND CONSENT TO ASSIGNMENT
(TAX ABATEMENT AGREEMENT)

STATE OF TEXAS	§ § § § § §	ACKNOWLEDGMENT AND CONSENT TO ASSIGNMENT OF AMENDED AND RESTATED TAX ABATEMENT AGREEMENT
COUNTY OF DALLAS	§	

This Acknowledgment and Consent to Assignment of Amended and Restated Tax Abatement Agreement is entered into by and among the City of Hutchins, Texas (the "**City**"), BPREP COMMERCE I 45 L.P., a Delaware limited partnership (the "**Assignor**"), and PI DFW E CLEVELAND ST TIC 1 LP, a Texas limited partnership, and PI DFW E CLEVELAND ST TIC 2 LP, a Texas limited partnership (collectively, and jointly and severally, the "**Assignee**"), acting by and through their respective authorized officers or general partners, as applicable.

WITNESSETH:

WHEREAS, the City and Commerce 45 Development, LLC, predecessor-in-interest of Assignor, entered into that certain Amended and Restated Tax Abatement Agreement dated effective April 15, 2014 (as assigned, the "**Tax Abatement Agreement**"); and

WHEREAS, Assignor desires to assign the Tax Abatement Agreement to Assignee; and

WHEREAS, Section 8.9 of the Tax Abatement Agreement provides for the assignment of the Tax Abatement Agreement with the prior written consent of the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. The City hereby consents to the assignment of the Tax Abatement Agreement to Assignee effective as of the date of closing of the sale and transfer of the Property (the "**Effective Date**") which shall occur on or before May 5, 2026, and agrees to look solely to the Assignee for the proper performance of that Agreement. Further, to the best of the City's knowledge, (a) no default currently exists under the Tax Abatement Agreement, and (b) no facts exist that would constitute, upon the lapse of time or the giving of notice or both, a basis for any default by Assignor under the Tax Abatement Agreement.
2. The Assignee, by execution of this Agreement, acknowledges all terms, provisions, and covenants of the Tax Abatement Agreement by and between the City and the Assignor and agrees to assume and perform each and every duty, obligation and covenant of the Assignor under the Tax Abatement Agreement arising from and after

the Effective Date.

3. The Assignor does hereby assign all of its rights, responsibilities and obligations as the Owner under the Tax Abatement Agreement to the Assignee, and Assignee does hereby expressly assume all the rights, duties, responsibilities and obligations of Assignee under the Tax Abatement Agreement effective on the Effective Date.
4. The City recognizes and acknowledges it is executing this Acknowledgement and Consent to Assignment of Amended and Restated Tax Abatement Agreement with the intent that Assignor, Assignee and Assignee's lenders may rely hereon.
5. This Agreement may be executed in numbers of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
6. This Agreement is governed by the laws of the State of Texas; and venue for any action shall be in State District Court of Dallas County, Texas.
7. Following the Effective Date, Assignee's notice address shall be as follows:

c/o Provident Realty Advisors, Inc.
10210 N. Central Expressway, Suite 300
Dallas, TX 75201
Attn: Chris Martin; Case Van Lare

with a copy to:

Winstead PC
2728 N. Harwood Street, 5th Floor
Dallas, Texas 75201
Attn: Michael F. Alessio; Evan Gordon

*REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE(S) FOLLOWS.*

EXECUTED in duplicate originals this the _____ day of April, 2026.

CITY

CITY OF HUTCHINS, TEXAS

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

ASSIGNOR:

BPREP COMMERCE 45 I L.P.,
a Delaware limited partnership

By: BPREP COMMERCE 45 I GP, LLC
a Delaware limited liability company,
its general partner

By: _____
Name: _____
Title: _____

ASSIGNEE:

PI DFW E CLEVELAND ST TIC 1 LP,
a Texas limited partnership

By: Provident Data Center Investor GP LLC,
a Texas limited liability company

By: _____
Name: Brent Wille
Title: Vice President

PI DFW E CLEVELAND ST TIC 2 LP,
a Texas limited partnership

By: Provident Industrial Investor GP LLC,
a Texas limited liability company

By: _____
Name: Brent Wille
Title: Vice President