

THE STATE OF TEXAS § **CONSENT TO ASSIGNMENT**
 § **ARLINGTON COMMONS - PHASE IC**
COUNTY OF TARRANT § **TAX ABATEMENT AGREEMENT**

THIS CONSENT TO ASSIGNMENT OF TAX ABATEMENT AGREEMENT – PHASE IC (hereinafter “Consent”) is made and entered into on this the ____ day of _____, 2022, by and between **TRUMAN PROPERTY OWNER, LLC**, an entity duly authorized to do business in the State of Texas, (hereinafter “ASSIGNEE”), **ARLINGTON COMMONS II, LLC**, an entity duly authorized to do business in the State of Texas (hereinafter “ASSIGNOR”), and **TARRANT COUNTY, TEXAS** (“COUNTY”).

W I T N E S S E T H :

WHEREAS, on January 2, 2019, COUNTY entered into a Tax Abatement Agreement with Arlington Commons Lands, LLC, relative to tax abatement for property located in Reinvestment Zone Number Forty-One in the City of Arlington, Texas (hereinafter “Eligible Property”), which was duly authorized by Court Order No. _____, as the Tax Abatement Agreement was amended by that certain First Amendment to Tax Abatement Agreement dated on or about March 1, 2022 (hereinafter collectively referred to as “Agreement”); and

WHEREAS, on July 24, 2019, Arlington Commons Lands, LLC transferred the Eligible Property to ASSIGNOR, and on June 20, 2022, Arlington Commons Lands, LLC assigned all rights and obligations in the Agreement to ASSIGNOR in accordance with Section VIII of the Agreement; and

WHEREAS, ASSIGNOR now wishes to sell the Eligible Property and assign all rights and obligations in the Agreement to ASSIGNEE; and

WHEREAS, COUNTY desires to consent to said assignment.

NOW THEREFORE,

In consideration of the mutual covenants and obligations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Preamble.** All matters stated in the preamble of this Consent are found to be true and correct and are hereby incorporated within the body of this Consent as if copied herein in their entirety.

2. **Consent to Assignment.** COUNTY hereby consents to the assignment of the Agreement from ASSIGNOR to ASSIGNEE for all purposes and in accordance with the Agreement, including, upon written notice to COUNTY, assignment by ASSIGNEE to its lender, Greystone Funding Company LLC, or to the United States Department of Housing and Urban Development, the insurer of the loan from such lender.

3. **Binding Effect, Governing Law.** Except as modified hereby, the Agreement shall remain in full effect and this Consent shall be binding upon COUNTY and ASSIGNEE, as OWNER, and their respective successors and assigns. If any inconsistency exists or arise between the terms of this Consent and the terms of the Agreement, the terms of this Consent shall prevail. This Consent shall be governed by the laws of the State of Texas.

4. **Entire Agreement.** This Consent, together with the Agreement, embodies the entire agreement and understanding between ASSIGNEE, as OWNER, and COUNTY regarding the tax abatement for the Eligible Property. Any and all prior or contemporaneous oral or written representations, agreements, understandings, or statements other than those set forth in the Agreement and this Consent are of no force and effect.

5. **Headings.** The headings appearing in this Consent are for the purpose of easy reference only and cannot be considered a part of this Consent or in any way to modify, amend, or affect the provisions of this Consent.

6. **Severability.** If any term or provision of this Consent is found to be invalid, illegal, or unenforceable, the remaining terms and provisions of this Consent cannot be affected thereby, and each term of this Consent will be valid and enforceable to the fullest extent permitted by law.

[the signature page follows]

Executed on the date first written above.

ASSIGNOR:

Arlington Commons II, LLC,
a Texas limited liability company

By: The Nehemiah, L.L.C.,
a Texas limited liability company,
a Managing Member

By: 

Name: Howard Porteus
Title: Manager

ASSIGNEE:

Truman Property Owner, LLC,
a Delaware limited liability company

By: 

Name: Nimesh Patel

Title: Manager

TARRANT COUNTY, TEXAS

BY _____
B. Glen Whitley, County Judge

Date: _____

ATTEST:

Deputy County Clerk

APPROVED AS TO FORM*:

Assistant Criminal District Attorney

Date: _____

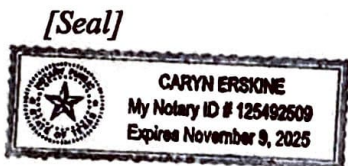
**By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.*

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

ARLINGTON COMMONS II, LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Harold Peters who is known to me or who was proved to me (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **ARLINGTON COMMONS II, LLC**, an entity doing business in the State of Texas, and as the Manager thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of October, 2022.



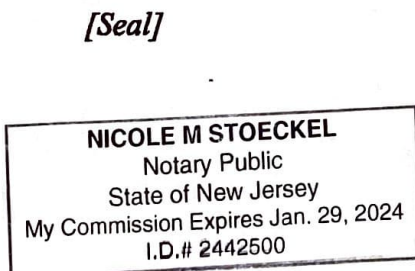
Caryn Erskine
Notary Public, State of Texas
Caryn Erskine
Notary's Printed Name

THE STATE OF ~~TEXAS~~ §
New Jersey §
COUNTY OF ~~TARRANT~~ §
Monmouth

TRUMAN PROPERTY OWNER, LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of ~~Texas~~ New Jersey, on this day personally appeared Nicole Stoeckel who is known to me or who was proved to me NJDCL (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **TRUMAN PROPERTY OWNER, LLC**, an entity doing business in the State of ~~Texas~~ New Jersey, and as the Manager thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20 day of October, 2022.



Nicole Stoeckel
Notary Public, State of ~~Texas~~ New Jersey
Nicole Stoeckel
Notary's Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

TARRANTY COUNTY, TEXAS
Acknowledgment

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **B. GLEN WHITLEY**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **TARRANT COUNTY, TEXAS**, and as **COUNTY JUDGE** thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2022.

[Seal]

Notary Public, State of Texas

Notary's Printed Name