

EXHIBIT
"A"

ESTOPPEL CERTIFICATE

The undersigned hereby confirms to ROUND ROCK PROPERTY INVESTORS, LP, a Delaware limited partnership (together with its successors, assigns, and lenders, the "Buyer"), the following:

- A. DAC Texas 1, LLC, a Texas limited liability company ("**DAC Texas**") and the City of Round Rock, Texas, A Texas home rule municipal corporation (the "**City**") are parties to a Property Tax Abatement Agreement with an effective date of January 8, 2014, a copy of which is recorded in the official records of Williamson County, Texas as Instrument Nos. 2014003421 and 2014008340 (the "**Tax Abatement Agreement**"). The Tax Abatement Agreement has not been amended, modified, or terminated.
- B. As of the date of this Certificate, no default exists under the Tax Abatement Agreement on the part of either DAC Texas or the City.
- C. As of the date of this Certificate, the City has no defense to enforcement of the Tax Abatement Agreement in accordance with its terms, nor any right of setoff or counterclaim with respect to the obligations thereunder.

This Certificate is made with knowledge by the undersigned that Buyer will rely upon this Certificate.

Dated this ____ day of _____, 2018.

THE CITY OF ROUND ROCK, TEXAS

Craig Morgan, Mayor

Approved as to form:

Stephan L. Sheets, City Attorney

Prepared by and return to:
James D. Thornton
Thornton & Associates, PLC
4449 Cox Road
Glen Allen, VA 23060

ASSIGNMENT OF TAX ABATEMENT AGREEMENT

THIS ASSIGNMENT OF TAX ABATEMENT AGREEMENT (this “**Assignment**”) is made this ____ day of _____, 2018, from **DAC TEXAS 1, LLC**, a Texas limited liability company (“**DAC Texas**”), to **ROUND ROCK PROPERTY INVESTORS, LP**, a Delaware limited partnership (“**RRPI**”).

Recitals

By deed recorded simultaneously herewith, DAC Texas has conveyed to RRPI the real property located in the City of Round Rock, Williamson County, Texas more particularly described in Exhibit A attached to this Assignment and made a part of this Assignment (the “**Property**”).

DAC Texas and the City of Round Rock, Texas (the “**City**”) are parties to a Property Tax Abatement Agreement with an effective date of January 8, 2014, a copy of which is recorded in the official records of Williamson County, Texas as Instrument Nos. 2014003421 and 2014008340 (the “**Tax Abatement Agreement**”).

DAC Texas desires to assign to RRPI the rights of DAC Texas under the Tax Abatement Agreement.

Assignment

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RRPI and DAC Texas hereby agree as follows:

1. Recitals, Definitions. The above recitations are incorporated by reference herein. Capitalized terms used and not defined in this Assignment will have the meanings assigned to those terms in the Tax Abatement Agreement.

2. Assignment and Assumption of Rights Under Tax Abatement Agreement. As of the Effective Date, as defined below, DAC Texas assigns, transfers, and sets over to RRPI all of DAC Texas’s right, title, and interest in and to the Tax Abatement Agreement. DAC Texas agrees to execute and deliver to RRPI any application, instrument, or certification required by the City to confirm the assignment and transfer contemplated by this Agreement, any such application, instrument, or certificate to be subject to the reasonable approval of DAC Texas. As of the Effective Date, RRPI accepts such assignment and agrees to assume the obligations of DAC Texas under the Tax Abatement Agreement. The “**Effective Date**” of this Assignment is the later of (i) the date of the conveyance of the Property from DAC Texas to RRPI, or (ii) the date the City consents to this Assignment by the appropriate action of its governing body.

3. Representations. DAC Texas represents and warrants to RRPI that (a) DAC Texas has not previously assigned, transferred, or pledged its rights under the Tax Abatement Agreement to any third party, except those encumbrances that have been fully released concurrently with DAC Texas's execution and delivery of this Assignment, and (b) the Tax Abatement Agreement is in full force and effect and no default thereunder by DAC Texas has occurred and is continuing.

4. Mutual Indemnity. DAC Texas hereby agrees to indemnify RRPI against, and hold RRPI harmless from, any and all cost, liability, loss, damage, or expense (including without limitation an Abatement Recapture, and also including reasonable attorneys' fees) arising or accruing from a violation of the representations and warranties set forth in Paragraph 3 above, or arising or accruing from any default by DAC Texas in its performance or observance of, or the failure to perform or observe, any agreement or obligation of DAC Texas under the Tax Abatement Agreement occurring before the Effective Date. RRPI hereby agrees to indemnify DAC Texas against, and hold DAC Texas harmless from, any and all cost, liability, loss, damage, or expense, (including without limitation an Abatement Recapture, and including reasonable attorneys' fees) from any default by RRPI in its performance or observance of, or the failure to perform or observe, any agreement or obligation of RRPI under the Tax Abatement Agreement occurring on or after the Effective Date.

4. Successors and Assigns. RRPI and DAC Texas agree that this Agreement is binding upon and shall inure to the benefit of their respective successors and assigns.

5. Governing Law. This Agreement shall be construed by and governed under the laws of the State of Texas.

[Signature Pages Follow]

IN WITNESS WHEREOF, RRPI and DAC Texas have executed this Agreement pursuant to due authority.

DAC TEXAS 1 LLC,
a Texas limited liability company

By: Douglas Allred Company, a California corporation
Its: Co-Manager

By: _____
Name: _____
Its: _____

By: Jammer I LLC, an Arizona limited liability company
Its: Co-Manager

By: _____
Name: _____
Its: _____

The City of Round Rock consents to this Assignment of Tax Abatement Agreement.

Craig Morgan, Mayor

Dated this ____ day of _____, 2018

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)

County of San Diego)

On _____ before me, _____ personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ROUND ROCK PROPERTY INVESTORS, LP,
a Delaware limited partnership

By: Frontera Louis Management Inc., its Manager

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, the _____ of Frontera Louis Management Inc., which is Manager of **ROUND ROCK PROPERTY INVESTORS, LP**, a Delaware limited partnership, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same on behalf of the limited partnership. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2018.

Notary Public
My Commission Expires: _____
Registration No.: _____

EXHIBIT A

LEGAL DESCRIPTION