

TENANT ESTOPPEL CERTIFICATE

To: Cove Capital Investments, LLC, (hereinafter the “Buyer”) and Rogers Business Park Opportunity 73 DST, a Delaware Statutory Trust (hereinafter the “Assignee”).

Re: Tenant Estoppel Letter.

Dear Buyer:

For the purpose of providing information to the Buyer regarding the premises commonly known as Rogers Business Park located at 6610 FM 359 S. Road, Unit 600, Fulshear, Texas 77441 (the “Premises”), in which Fort Bend County Anex, is a tenant (“Tenant”) and, R1 Rogers Road, LLC, a Texas limited liability company (the “Landlord”) under that certain Lease (the “Lease”), dated January 4th, 2022. Tenant does hereby certify to Buyer and Assignee as follows:

1. **Date of the Lease:** January 4th, 2022
2. **Date of Amendments or Modifications:** February 27, 2024;
3. **Primary Term of Lease:**
 - a. *Rent Commencement Date:* (04.01.2022) - April 1st, 2022.
 - b. *Date of Expiration:* (05.31.2024)- May 31st, 2024
4. **Remaining Extension Terms:**
 - a. *First Extension Term:* Tenant is granted three (3), five (5) year renewal options.
 - b. *Second Extension Term:* -None-
5. **Annual Base Rent:** \$39,000
6. **Annual Base Rent Escalations:**
 - a. *Escalation During the First Extension:* --None--
 - b. *Escalation During the Second Extension:* --None--
7. **Percentage Rent:** --None--
8. **Operating Expense Reimbursement:**
 - a. *Tenant’s Responsibility:* As additional rental, Tenant shall reimburse Landlord, Tenant’s pro rata of all common area maintenance charges.
 - b. *Landlord’s Responsibility:* Landlord shall operate and maintain the Common Area in such manner as Landlord in its sole discretion determines to be in the best interests of the Center.

9. ***Tax Reimbursement:*** Tenant shall pay, as and when due, all taxes which may be lawfully charged, assessed, or imposed upon all trade fixtures, equipment, and other personal property of every type in the Premises, and all license fees which may be lawfully imposed upon the business of Tenant conducted upon the Premises. If any such taxes for which Tenant is liable are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.
10. The Lease is the legal, valid, and binding obligation of Tenant enforceable against Tenant according to its terms and has not been modified either orally or in writing, except as may be specified in paragraph 2 above, and the Lease is in full force and effect. The Lease constitutes the entire agreement between Tenant and Landlord.
11. The Tenant is a tenant in possession under the terms of the Lease.
12. Tenant has not assigned, sublet or transferred all or any portion of its interest under the Lease.
13. Tenant has no contract to acquire, purchase option or right of first refusal with respect to the Premises or any part thereof.
14. All rent charges, and other payments due Landlord, under the Lease have been paid as of the date of this certificate; and Tenant has not paid, and will not pay, any such rent, charges or payments more than one month in advance.
15. To the best of Tenant's knowledge, neither Tenant nor Landlord is in default under the Lease nor has any event occurred which given the passage of time, would become a default under the Lease.
16. Tenant has an allowance with a current balance of: \$0
17. To the best of Tenant's knowledge, Tenant is entitled to no claims, counterclaims, defenses, or setoffs against Landlord, arising from the Lease, nor is Tenant entitled to any concession, rebate, liquidated damages, allowance, or free rent for any period after the date of this certification; provided, as of the date hereof Tenant has not completed any reconciliation of its payments of Taxes or Premiums in the Lease.
18. The amount of the security deposit is \$3,250.00 .

TENANT:

KP George

County Judge

By:_____

Name:_____

Title:_____

Dated:_____