MEZZANINE LOAN COMMITMENT LETTER

May 23, 2022

AllTrades Industrial Development, LLC
1504 Eagle Court, Suite 9
Lewisville, TX 75057
Attention: Bruce Hall

Ladies and Gentlemen:

AIP Realty Management, LLC ("**Lender**" or "**AIP**") agrees to provide to AllTrades Industrial Development, LLC, a Texas limited liability company ("**Borrower**") a US$12,000,000 Mezzanine Debt Facility (the "**Mezzanine Debt Facility**") to be used towards the development of facilities that AIP has underwritten pursuant to a forward purchase commitment agreement with Borrower to acquire upon completion and all required conditions being met (each, a "**Facility**" and together, the "**Facilities**"). Borrower and Lender are sometimes each referred to herein as a "**Party**" and collectively, as the "**Parties**".

Commitment

AIP is pleased to commit, on the terms and subject to the conditions set forth herein, to provide Borrower the Mezzanine Debt Facility.

Terms of the Mezzanine Debt Facility

The terms of the Mezzanine Debt Facility will be as mutually agreed upon by the Parties, which terms shall include, among other things:

(a) Drawdowns on the Mezzanine Debt Facility will be requested by Borrower in order to fund Borrower's equity commitment in single-purpose entities formed by Borrower (or Borrower and Trinity Investors) to develop Facilities (each entity being a "**SPE**"). A SPE will only own a single Facility.

(b) An interest rate of 10% per annum paid monthly on amounts drawn down under the Mezzanine Debt Facility.

(c) In addition, upon the sale of a SPE to Lender, Lender shall receive: (i) a repayment of the amount drawdown by Borrower to fund its equity commitment to such SPE; and (ii) up to fifty percent of the net profit realized in such sale by Borrower from the sale of Borrower's equity interest in such SPE.

(d) Obligations under the Mezzanine Debt Facility will be secured by a lean on all of the assets of Borrower and all equity interests owned by Borrower in any subsidiaries of Borrower (including all SPE's owned in whole or in part by Borrower).

(e) Each Party shall pay its own costs and expenses pertaining to the negotiation and documentation of this Commitment Letter and the Definitive Documents (as defined below).

Conditions Precedent

The commitment of Lender hereunder to provide the Mezzanine Debt Facility is subject to the following conditions precedent:

(a) The negotiation and execution of Definitive Documents for the Mezzanine Debt Facility (the "**Definitive Documents**"), which Definitive Documents will be in form and substance mutually agreed to be the Parties.

(b) All governmental and third-party consents and the consents required in connection with the Mezzanine Debt Facility shall be in full force and effect.

(c) Each drawdown request under the Mezzanine Debt Facility shall have been approved by the Board of Trustees of Lender.

Indemnity

Borrower agrees to indemnify and hold harmless Lender and its affiliates, partners, directors, officers, agents, sub agents, trustees, administrators, managers, advisors, employees and representatives (each an "**Indemnified Party**"), from and against and shall reimburse each Indemnified Party as the same are incurred for, any and all losses, claims, causes of action, damages, liabilities or other expenses, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "**Indemnified Liabilities**") incurred by any of the Indemnified Parties arising out of or relating to the transactions contemplated by this Commitment Letter (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith whether initiated by Borrower or otherwise), regardless of whether any such Indemnified Party is a party to any such investigation, litigation or proceeding, whether any Definitive Document is ultimately executed and delivered or whether the transactions contemplated hereby or thereby are consummated (**IN ALL CASES, WHETHER CAUSED OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE OF AN INDEMNIFIED PARTY**), whether asserted by Borrower or any other person or entity, except for any such Indemnified Liabilities arising for the account of a particular Indemnified Party solely by reason of such person's gross negligence or willful misconduct as determined in a final non-appealable judgment of a court of competent jurisdiction. If and to the extent that the foregoing undertaking may be unenforceable for any reason, you agree to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities that is permissible under applicable law. No Indemnified Party shall be responsible or liable to any other party hereto for consequential, punitive, special or indirect damages which may be alleged as a result of this Commitment Letter or the transactions contemplated hereby or thereby. No Indemnified Party shall be liable for any damages arising from the use by others of information or other materials obtained through electronic communications or other information transmission systems.

No Fiduciary Duty

In connection with all aspects of each transaction contemplated by this Commitment Letter, you acknowledge and agree that: (a) the Mezzanine Debt Facility is an arm's-length commercial transaction between the Parties, and Borrower is capable of evaluating and understanding and understand and accept the term, risks and conditions of the transaction contemplated by this Commitment Letter; (b) in connection therewith and with the process leading to such transaction, Lender is and has been acting solely as principal and is not the financial advisor or fiduciary for Borrower or any of Borrower's subsidiaries or affiliates, management, stockholders, creditors or employees or any other party; (c) Lender has not assumed nor will Lender assume an advisory or fiduciary responsibility in Borrower, Borrower's subsidiaries' or Borrower's affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto and Lender does not have any obligation to Borrower or Borrower's subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this Commitment Letter and the Definitive Documents; and (d) Lender has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent Borrower has deemed appropriate. Borrower hereby waives and releases, to the fullest extent permitted by law, any claims that Borrower may have against Lender with respect to any breach or alleged breach of fiduciary duty.

Counterparts and Governing Law

This Commitment Letter may be executed in counterparts which, taken together, shall constitute an original. Delivery of an executed counterpart of this Commitment Letter electronic transmission shall be effective as delivery of a manually executed counterpart thereof.

THIS COMMITMENT LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA, USA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH OF YOU AND US WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY MATTER RELATING TO THIS COMMITMENT LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY AGREES THAT THE VENUE WITH RESPECT TO ANY SUCH MATTER SHALL BE IN DALLAS, TEXAS, USA.

Integration

No person has been authorized by us to make any oral or written statements that are inconsistent with this Commitment Letter. This Commitment Letter is not assignable by Borrower without the prior written consent of Lender and is intended to be solely for the benefit of the Parties and the Indemnified Parties.

SUBJECT TO THE EXECUTION AND DELIVERY OF THE DEFINITIVE FINANCING DOCUMENTS, THIS COMMITMENT LETTER REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR,

CONTEMPORANEOUS OR SUBSEQUENT ORAL OR WRITTEN AGREEMENTS OF THE PARTIES OTHER THAN DEFINITIVE DOCUMENTS EXECUTED BY THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

We look forward to working with you.

Very truly yours,

AIP REALTY MANAGEMENT, LLC

By: *"Leslie Wulf"*
Leslie Wulf, Executive Manager

Agreed to and Accepted as of the date first above written:

ALLTRADES INDUSTRIAL DEVELOPMENT LLC

By: *"Bruce Hall"*
Bruce Hall, Chief Financial Officer