

**ASSIGNMENT OF CONTRACTS, GOVERNMENTAL
APPROVALS AND OTHER PROJECT DOCUMENTS (SYNDICATED)**

THIS ASSIGNMENT OF CONTRACTS, GOVERNMENTAL APPROVALS AND OTHER PROJECT DOCUMENTS (this “**Assignment**”) dated as of the 5th day of November, 2018 between **G&I IX MJW LAKE POINTE III & IV LLC**, a Delaware limited liability company, whose address is c/o DRA Advisors, LLC, 220 East 42nd Street, 27th Floor, New York, New York 10017 (“**Assignor**”), and **CANADIAN IMPERIAL BANK OF COMMERCE**, acting through its New York Branch, as administrative agent for the Lenders (as hereinafter defined), as beneficiary (together with its successors and assigns in such capacity, “**Administrative Agent**”), whose address is 200 West Madison Street, Suite 2610, Chicago, Illinois 60606, Attn: Real Estate Group.

R E C I T A L S:

A. Assignor, the lenders party thereto (each a “**Lender**” and collectively, the “**Lenders**”) and Administrative Agent have entered into a Loan Agreement, dated as of the date hereof (as amended, modified, restated, consolidated, replaced or supplemented from time to time, the “**Loan Agreement**”), pursuant to which the Lenders are making a secured loan to Assignor in the principal amount of up to **THIRTEEN MILLION EIGHT HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$13,815,000.00)** (the “**Loan**”) in connection with the Property. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement. The Loan is (i) evidenced by the Notes and (ii) secured by, among other things, the Mortgage (the Loan Agreement, the Notes, the Mortgage, and such other agreements, documents and instruments, together with any and all renewals, amendments, extensions and modifications thereof, are hereinafter collectively referred to as the “**Loan Documents**”).

B. In consideration of the foregoing, Assignor has agreed to assign, pledge and grant a security interest in the Project Documents (as hereinafter defined) as security for the Obligations (as hereinafter defined).

NOW, THEREFORE, in order to induce the Lenders to make the Loan, and for other and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Obligations.** This Assignment is made for the purpose of securing the following (collectively, the “**Obligations**”): all obligations, liabilities and indebtedness of every nature of Assignor, from time to time owing to Administrative Agent or any Lender under or in connection with the Loan Agreement, the Notes or any other Loan Document to which it is a party, including principal, interest, fees (including fees of counsel), and expenses whether now or hereafter existing under the Loan Documents and all obligations of Assignor to Administrative Agent and the Lenders hereunder.

2. **Assignment.** As security for the payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, now existing or hereafter arising, subject to the terms of Paragraph 3 below, Assignor hereby absolutely assigns, transfers

and pledges, to the extent assignable, to Administrative Agent, and hereby grants to Administrative Agent a security interest in, all of Assignor's right, title and interest, whether now owned or hereafter acquired, in, to and under all of the following (collectively, the "**Project Documents**"):

(a) all contracts, management agreements, leasing agreements, sales agreements, service and maintenance agreements, equipment leases and personal property leases and other agreements, including, but not limited to, those set forth on Exhibit A attached hereto, together with any and all extensions, modifications, amendments and renewals thereof, and all other contracts, agreements and documents now or hereafter executed and delivered in connection with the Property by Assignor;

(b) any and all permits, licenses, certificates of use and occupancy (or their equivalent) and applications and approvals issued by any governmental authority or agency relating to the construction, ownership, operation and/or use of the Property, whether now existing or hereafter arising;

(c) any and all warranties, guaranties and undertakings relating to the Property or any fixtures, equipment or personal property owned by Assignor and located on and/or used in connection with the Property, whether now existing or hereafter arising;

(d) all trade names, trademarks and logos used in connection with the Property;

(e) all claims of Assignor for damages arising out of or for breach of or default under the Project Documents;

(f) all rights of Assignor to terminate, amend, supplement, modify or waive performance under the Project Documents, to compel performance and otherwise to exercise all remedies thereunder; and

(g) to the extent not included in the foregoing, all cash and non-cash proceeds, products, offspring, rents, revenues, issues, profits, royalties, income, benefits, additions, substitutions, replacements and accessions of and to any and all of the foregoing.

3. Exercise of Assigned Rights.

(a) Assignor hereby irrevocably directs the grantor or licensor of or the contracting party to any such Project Document, to the extent permitted by such Project Document and under any recognition or other agreement executed by such grantor, licensor or contracting party, upon written demand from Administrative Agent, to recognize and accept Administrative Agent as the holder of such Project Document for any and all purposes as fully as it would recognize and accept Assignor and the performance of Assignor thereunder.

(b) Notwithstanding anything to the contrary contained herein, subject to the other provisions of this Assignment and the Loan Documents, for so long as no Event of Default shall have occurred and be continuing, Assignor may exercise all of its rights and

privileges under the Project Documents. Assignor's foregoing right shall immediately cease and terminate upon the occurrence and during the continuance of any such Event of Default.

4. Representations and Warranties. Assignor hereby represents and warrants to Administrative Agent and each Lender that Assignor lawfully holds the rights and interests of Assignor in the Project Documents, to the extent assignable, has the right to assign its interest under each said Project Document, and has not sold, assigned, transferred, mortgaged or pledged any such right or interest under the Project Documents to any person other than Administrative Agent and has not executed any other document or instrument that might prevent or limit Administrative Agent or the Lenders from operating under or realizing the benefits of the terms, conditions and provisions of this Assignment.

5. Covenants of Assignor. Assignor covenants and agrees with Administrative Agent and each Lender as follows:

(a) Assignor shall perform and observe, in a timely manner, all of the covenants, conditions, obligations and agreements of Assignor under the Project Documents and to suffer or permit no delinquency on its part to exist thereunder.

(b) Assignor shall exercise all reasonable efforts to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the franchisor, manager, licensor, grantor or other party under the Project Documents.

(c) Assignor shall promptly forward to Administrative Agent copies of all notices of default which Assignor shall send or receive under the Project Documents.

6. No Obligation of Administrative Agent or the Lenders; Assignor Remains Liable. Nothing contained herein shall operate or be construed to obligate Administrative Agent or any Lender to perform any of the terms, covenants or conditions contained in the Project Documents or otherwise to impose any obligation upon Administrative Agent or any Lender with respect to the Project Documents. Notwithstanding anything to the contrary, (i) Assignor shall remain liable in respect of the Project Documents to the extent set forth therein to perform and satisfy all of its duties and obligations thereunder to the same extent as if this Assignment had not been executed and (ii) the exercise by Administrative Agent or the Lenders of any of the rights and remedies hereunder or under the other Loan Documents shall not release Assignor from any of its duties or obligations under the Project Documents, except with respect to any such duties or obligations first accruing after (A) Administrative Agent or any Lender takes fee title to the entire Property following the occurrence of any Event of Default, or any court appointed receiver takes possession of the Property, and (B) Assignor, Guarantor, Property Manager, or any of their Affiliates, no longer control, operate, possess and/or manage the Property in any way; provided however, notwithstanding the foregoing, Assignor, and not Administrative Agent or any Lender, shall bear the burden of proof regarding when such duties or obligations first accrued in any dispute that may hereafter arise concerning Assignor's duties and obligations under the Project Documents under this Section 6.

7. Event of Default. Upon the occurrence of an Event of Default, Administrative Agent and the Lenders shall have the right (but not the obligation), without further notice to or demand on Assignor to:

(a) exercise any and all rights and remedies provided under the Loan Documents or hereunder, as well as such remedies as may be available at law or in equity; or

(b) correct any such default in such manner and to such extent as Administrative Agent may deem necessary to protect the security hereof, including, without limitation, the right (but not the obligation) to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Administrative Agent or any of the Lenders, and also the right (but not the obligation) to perform and discharge each and every obligation, covenant, condition and agreement of Assignor under the Project Documents, and, in exercising any such powers, to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees and expenses; or

(c) either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court at any time hereafter, enforce for their own benefit the Project Documents, or any of them.

8. Further Assurances. Assignor shall, from time to time upon the written request of Administrative Agent, promptly execute and deliver such further documents and take such further action as Administrative Agent may reasonably request in order create, preserve, perfect and protect the assignment and security interest granted hereby or to enable Administrative Agent to exercise and enforce its rights and remedies hereunder. All of the foregoing shall be at Assignor's expense, including, without limitation, (i) all filing, registration and recording fees and (ii) all stamp taxes and other taxes and charges in connection therewith.

9. Attorney-in-Fact. Administrative Agent is hereby appointed the attorney-in-fact of Assignor for the purpose of carrying out the provisions of this Assignment and taking any action and executing any instruments which Administrative Agent may reasonably deem necessary or advisable to accomplish the purposes hereof, including, without limitation, the right to sign and file any financing statement (or amendment or extension thereof) deemed necessary by Administrative Agent in connection herewith although the same has been signed only by Administrative Agent, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Notwithstanding any provision to the contrary contained herein, neither Administrative Agent nor any of its nominees or assignees shall have any obligation or liability by reason of or arising out of this Assignment to make any inquiry as to the nature or sufficiency of, to present or file any claim with respect to, or to take any action to collect or enforce the payment of, any amounts to which it may be entitled at any time or times due to this Assignment.

10. Security Agreement.

(a) This Assignment shall also constitute a security agreement as that term is used in the Uniform Commercial Code of New York (the “**Uniform Commercial Code**”); provided that to the extent that the Uniform Commercial Code is used to define any term herein or in any other Loan Document and such term is defined differently in different Articles or Divisions of the Uniform Commercial Code, the definition of such term contained in Article or Division 9 shall govern or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than New York, then, as to the matter in question, the Uniform Commercial Code in effect in that state. Administrative Agent shall have, in addition to all other rights and remedies provided herein or in any other Loan Document, in law, at equity or otherwise, all rights and remedies of a secured party under the Uniform Commercial Code. Administrative Agent shall give Assignor fifteen (15) days’ written notice of the time and place of any public sale of any of Assignor’s right, title and interest in, to and under any Project Document or the time after which any private sale or any other intended disposition is to be made. After deducting all reasonable expenses incurred in connection with the enforcement of its rights hereunder, Administrative Agent shall cause the proceeds of Assignor’s right, title and interest in, to and under any Project Documents to be applied to the payment of the Obligations in such order as Administrative Agent may determine, and Assignor, subject to the terms of the other Loan Documents, shall remain liable for any deficiency.

(b) Assignor hereby authorizes Administrative Agent to prepare and file such financing statements describing the Project Documents and such other collateral hereunder in all jurisdictions which the Administrative Agent deems appropriate, and prior to or concurrently with the execution and delivery of this Assignment, Assignor shall execute and deliver such other documents as Administrative Agent may reasonably request to perfect the security interests granted by this Assignment.

11. Indemnity. Assignor shall indemnify, defend and hold Administrative Agent and the Lenders harmless against and from all liability, loss, damage (excluding any punitive or special damage, except to the extent any such punitive or special damage is asserted against Administrative Agent or any Lender by Assignor, Guarantor, Property Manager, their respective Affiliates, successors, assigns, shareholders, directors, officers, employees and/or agents, or any Person acting at the direction of any of them, or any third-party) and expenses, including reasonable attorneys’ fees and disbursements, which Administrative Agent or any Lender incur or are subject to by reason of this Assignment, or by reason of any action taken in good faith by Administrative Agent or the Lenders hereunder, and against and from any and all claims and demands whatsoever actually asserted against Administrative Agent or any Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants and conditions contained in the Project Documents. Should Administrative Agent or any Lender incur any such liability, loss, damage or expense, the amount thereof, together with interest thereon at the Default Rate, shall be payable by Assignor to Administrative Agent upon demand.

12. Termination. Administrative Agent and each Lender, by the acceptance of this Assignment, agrees that when all Obligations shall have been paid in full and fully performed, this Assignment shall terminate, and Administrative Agent shall execute and deliver to Assignor, upon such termination such instruments of re-assignment, all without recourse and without any representation or warranty whatsoever, as shall be reasonably requested by Assignor.

13. Expenses. If any suit or other proceeding is instituted by Administrative Agent to enforce this Assignment (or any portion hereof), Assignor shall pay, on demand, all of the reasonable expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Administrative Agent or any of the Lenders in connection therewith, together with interest thereon at the Default Rate. The obligations of Assignor under this **Section 13** shall survive the expiration or termination of this Assignment.

14. Reinstatement. This Assignment and the security interest created hereunder shall automatically be reinstated if and to the extent that for any reason any payment by or on behalf of Assignor in respect of the Obligations is rescinded or must otherwise be restored by any holder of the Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise and Assignor shall indemnify Administrative Agent and the Lenders on demand for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Administrative Agent or any of the Lenders in connection with such rescission or restoration.

15. Miscellaneous.

(a) No Waiver. No failure on the part of Administrative Agent or any of the Lenders, or any of their agents, to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Administrative Agent or any of the Lenders, or any of their agents, of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(b) Cumulative Remedies. All rights and remedies set forth in this Assignment are cumulative, and Administrative Agent (on behalf of the Lenders) may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby; and no such right or remedy set forth in this Assignment shall be deemed exclusive of any of the remedies or rights granted to Administrative Agent or the Lenders in the Notes, the Mortgage or any other Loan Document.

(c) **GOVERNING LAW.**

(1) THIS ASSIGNMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY ADMINISTRATIVE AGENT AND LENDERS AND ACCEPTED BY ASSIGNOR IN THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING

TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF ALL LOAN DOCUMENTS AND ALL OF THE OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF ASSIGNOR, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT, AND THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(2) EACH OF ASSIGNOR, ADMINISTRATIVE AGENT AND THE LENDERS, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (i) SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF NEW YORK OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS ASSIGNMENT, (ii) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION OVER THE CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK, (iii) SUBMITS TO THE JURISDICTION OF SUCH COURTS AND, (iv) TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF ADMINISTRATIVE AGENT TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM). ASSIGNOR, ADMINISTRATIVE AGENT AND THE LENDERS FURTHER CONSENTS AND AGREES TO SERVICE OF ANY

SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO ASSIGNOR AT THE ADDRESS FOR NOTICES ON PAGE 1 HEREOF, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).

Nothing in this Section 15(c) shall affect the right of Administrative Agent or any Lender to serve legal process in any other manner permitted by law or affect the right of Administrative Agent or any Lender to bring any suit, action or proceeding against Assignor or the Property of Assignor in the courts of any other jurisdiction.

(d) Notices. All notices, demands, requests or other communication to be sent by one party to the other party hereunder or as required by law shall be in writing and shall be delivered as set forth in Section 8.5 of the Loan Agreement.

(e) Amendments, Etc. The terms of this Assignment may be waived, modified and amended only by an instrument in writing duly executed by Assignor and Administrative Agent (with any required consent of the Lenders pursuant to the Loan Agreement) hereto. Any such waiver, modification or amendment shall be binding upon Administrative Agent, each Lender, each holder of any of the Notes and Assignor.

(f) Successors and Assigns. The terms, provisions, indemnities, covenants and conditions hereof shall be binding upon Assignor and the successors and assigns of Assignor, including all successors in interest of Assignor in and to all or any part of the Property, and shall inure to the benefit of Administrative Agent, the Lenders and their respective successors and assigns, and shall constitute covenants running with the land. All indemnities in this Assignment for the benefit of Administrative Agent and/or the Lenders shall inure to the benefit of Administrative Agent and the Lenders and each of their respective directors, officers, shareholders, partners, members, managers, employees and agents (including, without limitation, any servicers retained by Administrative Agent with respect to the Loan), and pledgees and participants of the Debt, and their respective successors and assigns. All references in this Assignment to Assignor or Administrative Agent shall be deemed to include each such party's successors and assigns. If Assignor consists of more than one person or entity, each will be jointly and severally liable to perform the obligations of Assignor.

(g) Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Assignment.

(h) Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature

page of this Assignment may be detached from any counterpart of this Assignment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Assignment identical in form hereto but having attached to it one or more additional signature pages.

(i) Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

(j) **WAIVERS BY ASSIGNOR**. EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN OR IN THE LOAN DOCUMENTS, ASSIGNOR WAIVES (I) PRESENTMENT, DEMAND AND PROTEST AND NOTICE OF PRESENTMENT, PROTEST, DEFAULT, NON-PAYMENT, INTENT TO ACCELERATE, ACCELERATION, MATURITY, RELEASE, COMPROMISE, SETTLEMENT, EXTENSION OR RENEWAL OF ANY OR ALL COMMERCIAL PAPER, ACCOUNTS, CONTRACT RIGHTS, DOCUMENTS, INSTRUMENTS, CHATTEL PAPER AND GUARANTIES AT ANY TIME HELD BY ADMINISTRATIVE AGENT OR ANY OF THE LENDERS ON WHICH ASSIGNOR MAY IN ANY WAY BE LIABLE; (II) NOTICE PRIOR TO TAKING POSSESSION OR CONTROL OF THE PROJECT DOCUMENTS OR OBTAINING ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING ADMINISTRATIVE AGENT TO EXERCISE ANY OF ADMINISTRATIVE AGENT'S OR THE LENDERS' REMEDIES; (III) ANY AND ALL RIGHTS TO ASSERT ANY OFFSET, NONCOMPULSORY COUNTERCLAIM, CROSS-CLAIM OR DEFENSE (OTHER GOOD FAITH DEFENSES BASED ON ACTUAL PAYMENT OR PERFORMANCE BY ASSIGNOR, OR OTHER DEFENSES ASSERTED IN GOOD FAITH WITH RESPECT TO ANY DISPUTE THAT MAY HEREAFTER ARISE CONCERNING ASSIGNOR'S DUTIES AND OBLIGATIONS UNDER THE PROJECT DOCUMENTS UNDER SECTION 6 OF THIS ASSIGNMENT) WITH RESPECT TO THIS ASSIGNMENT OR THE OBLIGATIONS OR OTHERWISE IN ANY ACTION OR PROCEEDING BROUGHT BY ADMINISTRATIVE AGENT OR THE LENDERS WITH RESPECT TO THE OBLIGATIONS, OR ANY PORTION THEREOF, OR TO ENFORCE, FORECLOSE OR REALIZE UPON ANY OF THE LIENS OR SECURITY INTERESTS CREATED BY THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS AND (IV) NOTICE OF ACCEPTANCE HEREOF. ASSIGNOR SHALL NOT BE ENTITLED TO ANY NOTICES OF ANY NATURE WHATSOEVER FROM ADMINISTRATIVE AGENT OR ANY OF THE LENDERS EXCEPT WITH RESPECT TO MATTERS FOR WHICH THIS ASSIGNMENT OR THE LOAN DOCUMENTS SPECIFICALLY AND EXPRESSLY PROVIDE FOR THE GIVING OF NOTICE BY ADMINISTRATIVE AGENT OR ANY OF THE LENDERS TO ASSIGNOR AND EXCEPT WITH RESPECT TO MATTERS FOR WHICH ASSIGNOR IS NOT, PURSUANT TO APPLICABLE LEGAL REQUIREMENTS, PERMITTED TO

WAIVE THE GIVING OF NOTICE. ASSIGNOR HEREBY EXPRESSLY WAIVES THE RIGHT TO RECEIVE ANY NOTICE FROM ADMINISTRATIVE AGENT AND ANY OF THE LENDERS WITH RESPECT TO ANY MATTER FOR WHICH THIS ASSIGNMENT OR THE LOAN DOCUMENTS DO NOT SPECIFICALLY AND EXPRESSLY PROVIDE FOR THE GIVING OF NOTICE BY ADMINISTRATIVE AGENT OR ANY OF THE LENDERS TO ASSIGNOR.

(k) WAIVER OF JURY TRIAL. EACH OF ASSIGNOR, ADMINISTRATIVE AGENT AND THE LENDERS, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE DEBT OR ANY CONDUCT, ACT OR OMISSION OF ASSIGNOR, ADMINISTRATIVE AGENT OR ANY LENDER OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH ASSIGNOR, ADMINISTRATIVE AGENT OR ANY LENDER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

(l) WAIVERS BARGAINED FOR AND KNOWINGLY GIVEN; WAIVERS BINDING ON SUCCESSORS AND ASSIGNS. ASSIGNOR ACKNOWLEDGES THAT THE WAIVERS SET FORTH IN THIS ASSIGNMENT INCLUDING BUT NOT LIMITED TO THE WAIVERS IN SECTIONS 15(c) AND 15(j) THROUGH (k) INCLUSIVE, ARE A MATERIAL INDUCEMENT TO THE ADMINISTRATIVE AGENT'S AND LENDERS' ENTERING INTO THE LOAN AGREEMENT AND THAT THE ADMINISTRATIVE AGENT AND LENDERS ARE RELYING UPON SUCH WAIVERS IN MAKING THE LOAN TO THE ASSIGNOR. ASSIGNOR WARRANTS AND REPRESENTS THAT IT HAS REVIEWED ALL WAIVERS WITH ITS LEGAL COUNSEL AND HAS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY PROVIDED SUCH WAIVERS FOLLOWING CONSULTATION WITH ITS LEGAL COUNSEL. ALL WAIVERS MADE BY ASSIGNOR HEREIN ARE MADE BY ASSIGNOR ON ITS OWN BEHALF AND ON BEHALF OF ASSIGNOR'S SUCCESSORS AND ASSIGNS AND SHALL APPLY TO ANY AND ALL ACTIONS AGAINST ASSIGNOR AND ITS SUCCESSORS AND ASSIGNS.

(m) Exculpation. The provisions of Section 8.16 of the Loan Agreement are incorporated herein by reference.

[Signature pages follow]

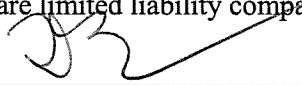
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

G&I IX MJW LAKE POINTE III & IV LLC,
a Delaware limited liability company

By: G&I IX MJW Lake Pointe JV LLC,
a Delaware limited liability company, its sole member

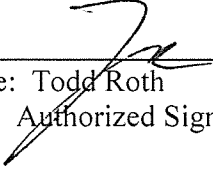
By: G&I IX Investment Lake Pointe LLC,
a Delaware limited liability company, its managing member

By: 
Name: David Gray
Title: Vice President

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ADMINISTRATIVE AGENT:

**CANADIAN IMPERIAL BANK OF COMMERCE,
ACTING THROUGH ITS NEW YORK BRANCH**

By:  _____

Name: Todd Roth

Title: Authorized Signatory

EXHIBIT A
LIST OF ALL CONTRACTS

<u>Service</u>	<u>Vendor</u>	<u>Date</u>
Access Control Monitoring (LPC III)	Sonitrol	5/24/2017
Access Control Monitoring (LCP IV)	Sonitrol	
Air Fresheners (LPC III)	Fikes	2/6/2018
Air Fresheners (LPC IV)	Fikes	2/6/2018
Exterior Landscaping (LPC III)	BAM Outdoor	3/12/2018
Exterior Landscaping (LPC IV)	BAM Outdoor	3/12/2018
Fitness Center Water (LPC III)	Culligan	6/25/2015
Janitorial (LPC III)	4 M Building Services	1/23/2018
Janitorial (LPC IV)	4 M Building Services	1/23/2018
Music (LPC III and IV)	Mood Media	3/14/2017
Pest Control (LPC III)	Presto-X	5/2/2018
Pest Control (LPC IV)	Presto-X	5/2/2018
Security Patrol (LPC III)	Eagle Trident	3/1/2017
Security Patrol (LPC IV)	Eagle Trident	3/1/2017
Window Cleaning (LPC III)	ANSI	4/11/2018
Window Cleaning (LPC IV)	ANSI	4/11/2018
Elevator Contract (LPC III)	Mid-America	10/17/2014
Elevator Contract (LPC IV)	Mid-America	10/17/2014
Fitness Center Towels (LPC III)	Economy Linen	1/16/2017
FLS / Fire Panel (LPC III)	Koorsen	10/17/2014
FLS / Fire Panel (LPC IV)	Koorsen	10/17/2014
Riverside (LPC III)	Exterior Pole Lights	1/1/2016
Riverside (LPC IV)	Exterior Pole Lights	1/1/2016
Trash (LPC III)	Rays	8/18/2014
Trash (LPC IV)	Rays	8/18/2014
Vending Machines (LPC III and IV)	Canteen	4/10/2017
Preventative Maintenance Programming	Angus Systems Group Inc.	10/24/ 2018