

ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS

This Assignment and Assumption of Loan Documents (this “Assignment”) is dated as of the 15th day of March, 2024 (the “Effective Date”) by **CANADIAN IMPERIAL BANK OF COMMERCE, ACTING THROUGH ITS NEW YORK BRANCH**, in its capacity as administrative agent (“Administrative Agent”), having an address at 300 Madison Avenue, 7th Floor, New York, New York 10017, and **CIBC INC.**, a Delaware corporation (“Lender”; Lender, collectively with Administrative Agent, “Assignor”), having an address at 300 Madison Avenue, 7th Floor, New York, New York 10017, for the benefit of **FUND INVESTMENT 169, LLC**, a Michigan limited liability company, having an address at 700 Forest Avenue, Birmingham, MI 48009 (“Assignee”).

Assignor is the present holder of that certain loan (the “Loan”) in the original principal amount of \$13,815,000.00 to G&I IX MJW LAKE POINTE III & IV LLC, a Delaware limited liability company (“Borrower”), which Loan is evidenced by, secured by and more particularly described in the documents set forth on Schedule 1 attached hereto and made a part hereof (collectively, the “Loan Documents”); and

Pursuant to that certain Loan Sale Agreement dated as of February 29, 2024 (the “PSA”) between Assignor, as Seller, and Assignee, as Buyer, Assignor desires to assign, transfer and convey to Assignee all of its right, title and interest in and to, and to delegate and transfer to Assignee all of its obligations arising on and after the Effective Date with respect to, the Loan Rights (as such term is defined in the PSA), and Assignee desires to accept all such right, title and interest in and to, and assume all of Assignor’s obligations arising on and after the Effective Date hereof with respect to, the Loan Rights.

NOW, THEREFORE in consideration of the recitals stated above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND BY ASSIGNOR OR ANY RESPONSIBILITY OR LIABILITY WHATSOEVER ON BEHALF OF ASSIGNOR, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE PSA, all of Assignor’s rights, title and interests in and to, and to delegate and transfer to Assignee all of its obligations arising on and after the Effective Date with respect to, the Loan Rights, and all proceeds of the foregoing.

2. Assignee hereby accepts and assumes, WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND BY ASSIGNOR OR ANY RESPONSIBILITY OR LIABILITY WHATSOEVER ON BEHALF OF ASSIGNOR, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE PSA, all of Assignor’s right, title and interest in and to, and obligations arising on and after the Effective Date with respect to, the Loan Rights, and all proceeds of the foregoing.

4. The terms and provisions of this Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

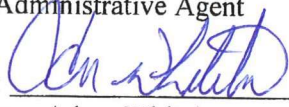
5. This Assignment shall be construed and enforced according to the laws of the State of New York.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the Assignor and Assignee have caused these presents to be duly executed as of the day and year first above written.

ASSIGNOR:

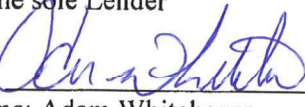
CANADIAN IMPERIAL BANK OF COMMERCE,
ACTING THROUGH ITS NEW YORK BRANCH,
as Administrative Agent

By: 

Name: Adam Whitehouse

Title: Managing Director

CIBC INC.,
a Delaware corporation,
as the sole Lender

By: 

Name: Adam Whitehouse

Title: Managing Director

[Signatures continue on next page.]

ASSIGNEE:

FUND INVESTMENT 169, LLC,
a Michigan limited liability company

By: 
Name: Jason Jarjosa
Title: Authorized Agent

SCHEDULE 1
LOAN DOCUMENTS

1. Loan Agreement dated as of November 5, 2018 (the “Loan Closing Date”) by and among Borrower, Administrative Agent and Lender;
2. Promissory Note dated as of the Loan Closing Date in the original principal amount of \$13,815,000.00 executed by Borrower in favor of Lender;
3. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the Loan Closing Date executed by Borrower in favor of Administrative Agent and filed on November 13, 2018 in the Real Property Records of Marion County, Indiana as document number A201800115218;
4. UCC Financing Statement naming Borrower as debtor and Administrative Agent as secured party filed on November 6, 2018 with the Secretary of State of Delaware as document number 20187681949;
5. UCC Financing Statement naming Borrower as debtor and Administrative Agent as secured party filed on December 5, 2018 in the real property records of Marion County, Indiana as document number U201800001282;
6. Assignment of Leases and Rents dated as of the Loan Closing Date executed by Borrower in favor of Administrative Agent and filed on November 13, 2018 in the Real Property Records of Marion County, Indiana as document number A201800115218;
7. Assignment of Contracts, Governmental Approvals and Other Project Documents (Syndicated) dated as of the Loan Closing Date by and between Borrower and Administrative Agent;
8. Deposit Account Control Agreement (Pledged Account with Activation) dated as of the Loan Closing Date by and among Borrower, Administrative Agent and CIBC Bank USA;
9. Recourse Carve-Out Guaranty dated as of the Loan Closing Date executed by Guarantor in favor of Administrative Agent;
10. Hazardous Substances Indemnity Agreement dated as of the Loan Closing Date executed by Guarantor and Borrower in favor of Administrative Agent;
11. Manager’s Subordination Agreement dated as of the Loan Closing Date executed by M&J Wilkow Properties LLC, a Delaware limited liability company, in favor of Administrative Agent;
12. Escrow Agreement dated as of the Loan Closing Date by and between Dentons US LLP and Commonwealth Land Title Insurance Company;
13. Closing Certificate dated as of the Loan Closing Date executed by Borrower in favor of Administrative Agent;
14. Certificate (Lease Form) dated as of the Loan Closing Date executed by Borrower in favor of Administrative Agent;

15. Certificate of Independent Director dated as of the Loan Closing Date executed by Julia McCullough in favor of Administrative Agent;
16. Notice of Final Agreement dated as of the Loan Closing Date executed by Borrower, Guarantor, Lender and Administrative Agent;
17. Post-Closing Agreement dated as of the Loan Closing Date executed by Borrower in favor of Administrative Agent;
18. Fee Letter dated as of the Loan Closing Date executed by Borrower and Administrative Agent;
19. Certification of Taxpayer Identification Number and Nonforeign Status dated as of the Loan Closing Date executed by G&I IX MJW Lake Pointe JV LLC, a Delaware limited liability company, as the sole member of Borrower, in favor of Administrative Agent;
20. Subordination, Non-Disturbance and Attornment Agreement (Syndicated) dated as of the Loan Closing Date by and among Administrative Agent, Bleeke Dillon Crandall, P.C., an Indiana professional corporation, and Borrower;
21. Subordination, Non-Disturbance and Attornment Agreement (Syndicated) dated as of the Loan Closing Date by and among Administrative Agent, Highpoint Global, LLC, an Indiana limited liability company, and Borrower;
22. Subordination, Non-Disturbance and Attornment Agreement (Syndicated) dated as of the Loan Closing Date by and among Administrative Agent, Liquid Transport, LLC, an Indiana limited liability company, and Borrower;
23. First Amendment to Deposit Account Control Agreement dated as of November 14, 2018 by and among Borrower, Administrative Agent and CIBC Bank USA;
24. First Amendment to Loan Agreement and Reaffirmation of Guaranties dated as of November 30, 2021 by and among Borrower, Guarantor, Administrative Agent and Lender;
25. Second Amendment to Loan Agreement and Reaffirmation of Guaranties dated as of November 9, 2022 by and among Borrower, Guarantor, Administrative Agent and Lender;
26. Pre-Negotiation Letter dated as of December 1, 2023 by and among Borrower, Guarantor and Administrative Agent;
27. Notice of Default and Reservation of Rights Letter dated as of December 4, 2023 executed by Administrative Agent;
28. Reservation of Rights Letter dated as of January 25, 2024 executed by Administrative Agent; and
29. Legal Opinion for New York by Blank Rome LLP dated November 5, 2018.
30. Legal Opinion for Indiana by Wooden McLaughlin LLP dated November 5, 2018.
31. Omnibus Certificate of Manageco Manager LLC dated November 5, 2018.

32. ProForma to Loan Policy of Title Insurance for Policy Number 101800038 issued by Commonwealth Land Title Insurance Company.
33. Survey issued by Cripe and dated August 28, 2018.
34. Zoning Compliance Report issued by American Zoning Services for Site #2062-1 dated October 31, 2018.
35. Loan Policy of Title Insurance for Policy Number 101800038 issued by Commonwealth Land Title Insurance Company.