



DEPOSIT ACCOUNT CONTROL AGREEMENT
(PLEGDED ACCOUNT WITH ACTIVATION)

This Agreement (the “**Agreement**”), among CIBC Bank USA (“**Bank**”), G&I IX MJW Lake Pointe III & IV LLC, a Delaware limited liability company, (“**Borrower**”) and Canadian Imperial Bank of Commerce, acting through its New York Branch, as administrative agent on behalf of the Lenders (as defined below) (“**Agent**”) pursuant to the Loan Agreement dated as of November 5, 2018 (as amended, restated, supplemented or otherwise modified from time-to-time, the “**Loan Agreement**”) by and among Borrower, Agent and the lenders who are, from time-to-time, parties thereto (the “**Lenders**”), is dated as of November 5, 2018, and shall serve as instructions regarding the accounts that have been established by Borrower at Bank and identified in Exhibit A attached hereto (each, an “**Account**” and collectively, the “**Accounts**”) and the post office box that has been or may in the future be established by Bank at the request of Borrower and is identified in Exhibit B attached hereto, or if not established on the date hereof, identified in the Lockbox setup form (the “**Lockbox**”).

1. The Accounts.

(a) *Account Documentation.* Bank has received from Borrower an executed CIBC US Treasury Management Services Agreement for services relating to the operation of the Accounts and Lockbox (the “**TMSA**”). Except as specifically provided in this Agreement, Agent and Borrower agree that the Accounts will be subject to, and Bank’s operation of the Accounts will be in accordance with, the terms of Bank’s applicable deposit account agreement, TMSA and other related account documentation governing the Account (as in effect from time to time, the “**Account Documentation**”). Borrower agrees, upon Bank’s request, to promptly execute and deliver any additional requested Account Documentation to Bank. For the avoidance of doubt, the parties hereto acknowledge and agree that pursuant to the Account Documentation, the Accounts may be subject to Bank’s sweep product services. The parties agree that, in the event of a conflict between this Agreement and the Account Documentation, this Agreement shall control.

(b) *Account Name and Minimum Balance.* The Accounts shall be in the name of Borrower for the benefit of Agent (on behalf of the Lenders) (or in such other name as Agent is set forth on Exhibit A or may direct in writing and agreed to by Bank). The Accounts shall be assigned the federal tax identification number of Borrower, which number is set forth on Exhibit A. Borrower agrees with Bank that it shall cause the Accounts to at all times have a minimum aggregate balance of \$5,000.00 (the “**Minimum Balance**”).

(c) *Processing of Items.* Borrower and Agent agree (i) that items deposited in any of the Accounts shall be deemed to bear the valid and legally binding endorsement of the payee and (ii) to comply with all of Bank’s requirements for the supplying of missing endorsements, now or hereafter in effect. As between Borrower and Agent (on behalf of the Lenders), any deposit made by or on behalf of Borrower into an Account shall be deemed deposited into such Account when the funds in respect of such deposit shall become collected funds. All items will be processed in accordance with the terms of this Agreement, the TMSA and Bank’s standard operating procedures. Any item deposited by or on behalf of Borrower in an Account which is returned for insufficient or uncollected funds will be re-deposited by Bank in accordance with the terms of the Account

Documentation. Bank has no obligation to determine the source of payments received into the Lockbox or the Accounts.

2. Lien. Borrower has granted to Agent a continuing lien on and security interest in the Accounts and all amounts from time to time on deposit therein. Borrower hereby confirms the security interest granted, or to be granted, by Borrower to Agent (on behalf of the Lenders) in all of Borrower's right, title and interest in and to the Account and all sums now or hereafter on deposit in or payable or withdrawable from the Account (the "**Account Funds**", which includes, if applicable, all financial assets, security entitlements, investment property, and other property and the proceeds thereof now or at any time hereafter held in the Account). The parties hereto agree that this Agreement constitutes an "authenticated record" for purposes of Section 9-104(a)(2) of the Illinois Uniform Commercial Code (the "**UCC**") and is being entered into to give Agent control of the Accounts as contemplated by Section 9-104(a)(2) of the UCC.

3. Rights and Duties.

(a) *Bank's Rights and Duties.* Bank agrees to take such action with respect to the Accounts as shall from time to time be specified in any writing received by Bank purportedly from Borrower or Agent as provided herein. Borrower and Agent agree that: (a) Bank has no duty to monitor the balance of the Accounts; (b) until Bank receives written notice purportedly from Agent instructing Bank to cease honoring Borrower's instructions with respect to the Accounts (the "**Block Notice**"), Borrower shall have full rights to instruct Bank with respect to the Accounts and take any and all actions with respect to the Accounts and the Lockbox in accordance with the Account Documentation (including, without limitation, making withdrawals from the Accounts (using checks, electronic funds transfers or otherwise)); (c) following Bank's receipt of a Block Notice, Bank may, without further inquiry, rely on and act in accordance with any instructions Bank receives which purport to be originated by Agent directing the disposition of funds in the Accounts without further consent from Borrower and notwithstanding any conflicting or contrary instructions Bank receives from Borrower, and Bank shall have no liability to Agent, Borrower or any other person in relying on and acting in accordance with any such instructions; (d) Bank shall have no responsibility to inquire as to the form, execution, sufficiency or validity of any notice or instructions delivered to it pursuant hereto, nor to inquire as to the identity, authority or rights of the person or persons executing or delivering the same; and (e) following Bank's receipt of a Block Notice, Bank shall have a reasonable period of time within which to act in accordance with such Block Notice and other notices or instructions thereafter received by Bank from Agent with respect to the Accounts (not to exceed three (3) Business Days (as defined below) if received by 1:00 p.m. (Central time) on a Business Day, or four (4) Business Days if received after such time). Notwithstanding the preceding terms of this Section 3, it is expressly understood and agreed that any direction or request by Agent directing the disposition of funds on deposit in the Accounts will apply only to available funds on deposit in the Accounts, which shall exclude the Minimum Balance, and Agent shall make withdrawals from the Accounts only via fedwire or other electronic funds transfer.

(b) Each Business Day after Bank has received and had a reasonable time to act on a Block Notice, Bank will wire transfer to Lender the balance of available funds on deposit in the Accounts, as follows:

Bank Name: CIBC Bank USA
Account#: 2732157
Account Name: G&I IX MJW Lake Pointe III & IV LLC Operating Account

or as otherwise instructed by Lender. For purposes of this Agreement, the term “**Business Day**” shall mean Monday through Friday, excluding holidays observed by Bank and other days on which Bank is required or permitted to close.

(c) *Legal Process.* Notwithstanding anything to the contrary contained in this Agreement, Bank may immediately cease all transfers of funds pursuant to this Agreement upon its knowledge of the commencement of any bankruptcy, receivership, insolvency, reorganization, dissolution or liquidation proceedings by or against Borrower (a “**Bankruptcy Filing**”), provided, however that such suspension shall in no way effect the rights of Bank to debit the Accounts for amounts due under this Agreement. Upon receipt by Bank of an appropriate order from a court of competent jurisdiction, Bank shall thereafter resume any suspended transfer of funds pursuant to this Agreement. Bank will comply with any legal process, legal notice or court order it receives in relation to the Account if Bank determines in its sole discretion that the legal process, legal notice or court order is legally binding on it. If at any time Bank, in good faith, is in doubt as to the action it should take under this Agreement, Bank shall have the right (i) to commence an interpleader in the United States District Court in the State of Illinois or applicable bankruptcy court, (ii) to take no further action, except, in each case, in accordance with joint instructions from Agent and Borrower or in accordance with the final order of the court in such action, or (iii) to do both in any order.

4. Information. Borrower shall, at its sole cost and expense, make available to Agent information directly related to the Accounts, including granting Agent online access to Borrower’s treasury reporting with Bank (if any). Bank will, at the telephone or written request of Agent, provide Agent such information by a transmission method determined by Bank, in Bank’s sole discretion, which may include granting Agent online access to Borrower’s treasury reporting (if any), and Borrower consents to the provision of such information to Agent.

5. Exculpation; Indemnity. Bank undertakes to perform only such duties as are expressly set forth herein. Notwithstanding any other provisions of this Agreement, the parties hereby agree that Bank shall not be liable for any action taken by it in accordance with this Agreement, including, without limitation, any action so taken at Agent’s request, except direct damages attributable to Bank’s gross negligence or willful misconduct. In no event shall Bank be liable for any (i) losses or delays resulting from acts of God, war, computer malfunction, interruption of communication facilities, labor difficulties or other causes beyond Bank’s reasonable control or (ii) damages that are not direct damages, including, without limitation,, indirect, special, punitive or consequential damages. Borrower shall indemnify and hold Bank harmless from and against any and all costs, damages, claims, judgments, reasonable attorneys’ fees, expenses, obligations and liabilities of every kind and nature (collectively, “**Losses**”) that Bank may incur, sustain or be required to pay (other than those attributable to Bank’s gross negligence or willful misconduct) in connection with or arising out of this Agreement, the Accounts, the Lockbox, the Block Notice or any instruction provided by Agent pursuant to Section 3 above, including, without limitation, the amount of any overdraft created in any of the Accounts resulting from a Chargeback being charged to the related Account or from debiting any of the Accounts for Charges (defined below) owed to Bank, and to pay to Bank on demand the amount of all such Losses. Nothing in this Agreement, and no indemnification of Bank under this

Section, shall affect in any way the indemnification obligations of Borrower to Agent under the Loan Agreement or otherwise. After Agent sends the Block Notice, Agent agrees, jointly and severally with Borrower, to indemnify and hold Bank harmless from and against any and all Losses (other than those attributable to Bank's gross negligence or willful misconduct) in connection with or arising out of this Agreement, the Accounts, the Lockbox, the Block Notice or any instruction provided by Agent pursuant to Section 3 above (including without limitation, the amount of any overdraft created in any of the Accounts resulting from a Chargeback being charged to the related Account or from debiting any of the Accounts for Charges owed to Bank), and to pay to Bank on demand the amount of all such Losses.

6. Chargebacks. All items deposited in, and electronic funds transfers credited to, the Accounts and then returned unpaid or returned (or not finally settled) for any reason (collectively, "**Chargebacks**") shall be handled in the following manner: (a) any item which is returned because of insufficient or uncollected funds or otherwise dishonored for any reason will be charged back to the Account in which it was originally deposited, and (b) any returns, reversals or Chargebacks relating to electronic funds transfers or deposits into an Account, or merchant card, debit card or credit card transactions involving such Account will be charged back to such Account.

In the event there are insufficient funds in such Account to cover such Chargebacks, Bank may debit any other account maintained by Borrower with Bank for the amount of such Chargebacks. In the event there are insufficient funds in such accounts to cover such Chargebacks, upon receipt of notice from Bank of the occurrence of such Chargebacks and the failure of Borrower to pay Bank the amount of such Chargebacks, Agent shall pay such amount to Bank, in immediately available funds, within one (1) Business Day after receipt of such notice, provided that (a) Agent shall have no obligation to pay the amount of any Chargeback occurring prior to the date Agent sends the Block Notice, and (b) any such liability of Agent to Bank will in no way release Borrower from liability to Agent and will not impair Agent's rights and remedies against Borrower, by way of subrogation or otherwise, to collect all such Chargebacks.

7. Charges. In consideration of the services of Bank in establishing, maintaining and conducting transactions through the Accounts, Bank has established, and Borrower shall pay, the fees and other charges for the Accounts, the Lockbox and services related thereto as in effect from time to time, together with any and all other expenses incurred by Bank in connection with this Agreement, the Lockbox or the Accounts and related services, including without limitation amounts paid or incurred by Bank (including reasonable attorneys' fees and the fees on Bank's in-house counsel) in (a) in enforcing its rights and remedies, or (b) defending any claim made against Bank; under or in connection with this Agreement, the Accounts, the Account Documentation, the Lockbox, the Block Notice or any instruction provided by Agent pursuant to Section 3 (collectively, the "**Charges**").

In connection with the payment of the Charges in any month, Bank will debit the Accounts or any other account Borrower maintains at Bank. In the event the Accounts or such other accounts with Bank do not contain sufficient available funds to pay the Charges or Borrower maintains no other accounts with Bank, Bank will bill Borrower directly, and Borrower shall pay Bank, via wire transfer or other immediately available funds, the amount of such Charges. If Borrower fails to pay the amount of the Charges within five (5) Business Days of receipt of a billing statement detailing such Charges, Lender agrees to pay Bank, via wire transfer or other immediately available funds, the amount of such Charges within two (2) Business Days after receipt of a billing statement detailing such Charges, provided, however, that (a) Lender shall not be obligated to pay any Charges incurred prior to the date of the Block Notice, and (b) any such liability of Lender to Bank shall in no way release Borrower from

liability to Lender and shall in no way impair Lender's rights and remedies against Borrower, by way of subrogation or otherwise, to collect all such fees and expenses, and all such amounts paid by Lender shall constitute a part of the "Obligations" under the Loan Agreement.

8. Irrevocable Agreement. Borrower acknowledges the agreements made by it and the authorizations granted by it herein are irrevocable and the authorizations granted herein are powers coupled with an interest.

9. Set-off. Bank hereby subordinates to the security interest of Agent (on behalf of the Lenders) in the Account (i) any security interest which Bank may have or acquire in the Account, and (ii) any right which Bank may have or acquire to set off or otherwise apply any Account Funds against the payment of any indebtedness from time to time owing to Bank from Borrower; provided, however, that, Bank retains a senior and superior right to set off against and to charge the Account for (a) any charges, fees, expenses, payments and other amounts for which the Borrower and/or the Agent is responsible to the Bank (including, without limitation, any of the foregoing with respect to cash management services provided by the Bank to the Borrower, including, but not limited to, funds transfer (origination or receipt), trade, lockbox, commercial card, investment, disbursement, reconciliation, stop payment, positive pay, automatic investment, imaging, and information services), (b) Chargebacks, (c) Charges, and (d) amounts owed to Bank pursuant to Section 5 above.

10. Successors and Assigns. This Agreement is binding upon the parties hereto and their respective successors and permitted assigns (including any trustee of Borrower appointed or elected in any action under the Bankruptcy Code) and shall inure to their benefit. Neither Borrower nor Agent shall be entitled to assign or delegate any of its rights or duties hereunder without first obtaining the express prior written consent of Bank, which consent Bank shall not unreasonably withhold or delay. Bank may not assign or transfer its rights or obligations under this Agreement to any person or entity without the prior written consent of Agent, which consent Agent shall not unreasonably withhold or delay; provided, however, that no such consent will be required if such assignment or transfer takes place as part of a merger, acquisition or corporate reorganization affecting Bank.

11. Miscellaneous. Neither this Agreement nor any provision hereof may be changed, amended, modified or waived, except by an instrument in writing signed by the parties hereto. Any provision of this Agreement that may prove unenforceable under any law or regulation shall not affect the validity of any other provision hereof. This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument. This Agreement, together with the Account Documentation, contains the entire and only agreement among all the parties to this Agreement and between Bank and Borrower, on the one hand, and Bank and Agent, on the other hand, with respect to (a) the interest of Agent (on behalf of the Lenders) in the Account and Account Funds, and (b) Bank's obligations to Agent (on behalf of the Lenders) in connection with the Account and Account Funds. The terms and provisions contained in Sections 5, 6, 7, 11, 12, 13 and 14 of this Agreement shall survive any termination or expiration of this Agreement.

12. Governing Law, Jurisdiction, and Venue. Bank agrees that for the purpose of Section 9-304 of the UCC, its jurisdiction is the State of Illinois. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Illinois without regard to conflict of laws provisions. Any action in connection with this Agreement shall be brought in the courts of the State of Illinois, located in Cook County, or the courts of the United States of America for the Northern District of Illinois. Each party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds, irrevocably consents to

service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of said courts. Each party hereto intentionally, knowingly and voluntarily irrevocably waives any right to trial by jury in any proceeding related to this Agreement.

13. Termination and Resignation. Agent may terminate this Agreement upon thirty (30)-days' prior written notice to Bank; provided that Agent may terminate it immediately upon prior written notice from Agent to Bank on termination or release of Agent's security interest in the Account, provided that any notice from Agent pursuant to this proviso must contain Agent's acknowledgement of the termination or release of its security interest in the Account. Bank may, at any time upon thirty (30)-days' prior written notice to Agent and Borrower, terminate this Agreement; provided, however, that Bank may terminate this Agreement immediately upon written notice to Agent and Borrower in the event of a material breach of this Agreement (including non-payment of any charges or other obligations under this Agreement) by either Borrower or Agent. Upon termination of this Agreement, any funds in the Accounts shall be subject to the direction of Agent (if after Bank's receipt of a Block Notice) or Borrower (if prior to Bank's receipt of a Block Notice), as applicable.

14. Notices. Unless otherwise specifically provided herein, any notice or other communication required or permitted to be given shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied or sent by overnight courier service and shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted on a Business Day before 4:00 P.M. (Central time) (but only if such telecopied document is also delivered by another method permitted by this Agreement by the next Business Day), or, if not, on the next succeeding Business Day; or (c) if delivered by reputable overnight courier, the Business Day on which such delivery is made by such courier. Notices shall be addressed as follows:

If to Agent:	Canadian Imperial Bank of Commerce One South Wacker Drive Suite 3500 Chicago, Illinois 60606 Attn: Real Estate Group Telecopy: (312) 578-1003
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With a copy to:	CIBC Inc. 425 Lexington Avenue 4 th Floor New York, New York 10017 Attn: Real Estate Group, Mr. Todd Roth Telecopy: (212) 667-6236
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And to:	Dentons US LLP 1221 Avenue of the Americas New York, NY 10020-1089 Attn: Gary A. Goodman Telecopy: (212) 768-6800
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Borrower: G&I IX MJW Lake Pointe III & IV LLC
c/o DRA Advisors LLC
220 East 42nd Street, 27th Floor
New York, New York 10017
Attention: Dean Sickles
Telecopy: (212) 697-7403

Bank: CIBC Bank USA
120 South LaSalle Street
Chicago, Illinois 60603
Attention: Sylvia Delaney
Telecopy: (312) 564-3052

With a copy to: CIBC Bank USA
70 West Madison Street
Chicago, IL 60602
Attention: Internal Client Services
Telecopy: (312) 564-1789

or in any case, to such other address as the party addressed shall have previously designated by written notice to the serving party, given in accordance with this Section.

[Signature page follows]

This Agreement has been executed and delivered by each of the parties hereto by a duly authorized officer of each such party on the date first set forth above.

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: _____
Title: David Gray
Vice President

CANADIAN IMPERIAL BANK OF COMMERCE, acting
through its New York branch

By: _____
Name: Todd Roth
Title: Authorized Signatory

ACCEPTED AND AGREED TO as of _____, 20__:

CIBC Bank USA

By: _____

Name: _____

Title: _____

SIGNATURE PAGE TO DEPOSIT ACCOUNT CONTROL AGREEMENT

This Agreement has been executed and delivered by each of the parties hereto by a duly authorized officer of each such party on the date first set forth above.

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:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE, acting
through its New York branch

By:  _____
Name: Todd Roth
Title: Authorized Signatory

ACCEPTED AND AGREED TO as of _____, 20____:

CIBC Bank USA

By: _____

Name: _____

Title: _____

SIGNATURE PAGE TO DEPOSIT ACCOUNT CONTROL AGREEMENT

This Agreement has been executed and delivered by each of the parties hereto by a duly authorized officer of each such party on the date first set forth above.

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: _____
Title: _____

CANADIAN IMPERIAL BANK OF COMMERCE, acting
through its New York branch

By: _____
Name: Todd Roth
Title: Authorized Signatory

ACCEPTED AND AGREED TO as of November 5, 2018 :

CIBC Bank USA

By: 
Name: SYLVIA DELANEY
Title: MANAGING DIRECTOR

SIGNATURE PAGE TO DEPOSIT ACCOUNT CONTROL AGREEMENT

EXHIBIT A
ACCOUNTS

<u>Account Name</u>	<u>Account Number</u>	<u>Tax Identification Number</u>
G&I IX MJW Lake Pointe III & IV LLC Collection Account	2748657	83-2148552

**EXHIBIT B
LOCKBOX**

<u>Address Box</u>	<u>Title</u>
<u>First Class Mail:</u> G&I IX MJW Lake Pointe III & IV LLC P.O. Box 775910 Chicago, IL 60677-5910	G&I IX MJW Lake Pointe III & IV LLC Lockbox #775910
<u>Overnight Mail via special courier:</u> G&I IX MJW Lake Pointe III & IV LLC Lockbox Number 775910 350 East Devon Ave Itasca, IL 60143	