

**PREPARED BY AND RECORD AND
RETURN TO:**

**Dentons US LLP
1221 Avenue of the Americas
New York, New York 10020-1089
Attention: Gary A. Goodman, Esq.**

ASSIGNMENT OF LEASES AND RENTS

made by

G&I IX MJW LAKE POINTE III & IV LLC, as “Borrower”

in favor of

**CANADIAN IMPERIAL BANK OF COMMERCE,
acting through its New York Branch, as Administrative Agent**

**Property Address: 8470 & 8520 Allison Pointe Blvd.,
Indianapolis, Indiana**

County: Marion

**Tax Parcel No.: 49-02-21-125-033.000-800 (8060881) and 49-02-21-
125-027.000-800 (8060882)**

Dated as of November 5, 2018

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this “**Assignment**”) is dated as of the 5th day of November, 2018, by **G&I IX MJW LAKE POINTE III & IV LLC**, a Delaware limited liability company, as grantor (“**Borrower**”), whose address is c/o DRA Advisors, LLC, 220 East 42nd Street, 27th Floor, New York, New York 10017, in favor of **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.

W I T N E S S E T H:

WHEREAS, Borrower, 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 Borrower in the principal amount of up to **THIRTEEN MILLION EIGHT HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$13,815,000.00)** (the “**Loan**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement. The Loan is evidenced by one or more Promissory Notes dated as of the date hereof made by Borrower to the respective order of each Lender in the aggregate principal amount of **THIRTEEN MILLION EIGHT HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$13,815,000.00)** (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, extended, or supplemented from time to time, individually or collectively as the context requires, the “**Note**”);

WHEREAS, the Note is secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof (as amended, consolidated or modified from time to time the “**Security Instrument**”), made by Borrower, as grantor, to CANADIAN IMPERIAL BANK OF COMMERCE, acting through its New York Branch, as Administrative Agent to the Lenders, as grantee, encumbering that certain real property commonly known as Lake Pointe Center III & IV, located at 8470 & 8520 Allison Pointe Blvd., Indianapolis, Indiana 46250, in Marion County, State of Indiana, as is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**Real Estate**”), and all buildings and other improvements now or hereafter located thereon (collectively, the “**Improvements**”) (the Real Estate and the Improvements are hereinafter sometimes collectively referred to as the “**Property**”); and

WHEREAS, Borrower is desirous of further securing to Administrative Agent (for the benefit of the Lenders) the performance of the terms, covenants and agreements hereof and of the Note, the Loan Agreement, the Security Instrument and each other document evidencing, securing, guaranteeing or otherwise relating to the indebtedness evidenced by the Note (the Note, the Loan Agreement, the Security Instrument and such other documents, as each of the foregoing may from time to time be amended, consolidated, renewed or replaced, being collectively referred to herein as the “**Loan Documents**”).

NOW, THEREFORE, in addition to, and not in contravention of the Security Instrument, Borrower, intending to be legally bound, in consideration of the making of the Loan by the Lenders and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to further secure the payment and performance by Borrower of all the Debt (as such term is defined in the Security Instrument), does hereby presently and collaterally assign, to Administrative Agent (for the benefit of the Lenders), its successors and assigns, all of the right, title and interest of Borrower in and to the following (collectively, the “**Assigned Property**”):

(a) any and all leases, subleases, licenses, rental agreements and occupancy agreements of whatever form now or hereafter affecting all or any part of the Property and any and all guarantees, extensions, renewals, replacements and modifications thereof (collectively, the “**Leases**”); and

(b) all deposits (whether for security or otherwise), rents, issues, profits, revenues, royalties, accounts, rights, benefits and income of every nature of and from the Property, including, without limitation, minimum rents, additional rents, termination payments, forfeited security deposits, liquidated damages following default and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability due to destruction or damage to the Property, together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Borrower may have against any Tenant, lessee or licensee under the Leases or against any other occupant of the Property (collectively, the “**Rents**”).

TO HAVE AND TO HOLD the same unto Administrative Agent (for the benefit of the Lenders), its successors and assigns.

IT IS AGREED that, this Assignment is intended by Borrower and Administrative Agent (for the benefit of the Lenders) to create, and shall be construed to create, an assignment of a security interest in Borrower’s rights, titles and interests in the Leases and Rents and is an assignment for additional security only for the current and future payment and performance by Borrower of all the Debt. Notwithstanding that this instrument is a present and executed assignment of the Rents and of the Leases and a present and executed grant of the powers herein granted to Administrative Agent (for the benefit of the Lenders), Borrower is hereby permitted, at the sufferance of Administrative Agent and at its discretion, and is hereby granted a license by Administrative Agent, to retain possession Leases or from the property described herein and to retain, use and enjoy said Rents unless and until there shall be an Event of Default (as hereinafter defined) under the terms of this Assignment or any of the other Loan Documents. Upon and during the continuation of an Event of Default, the aforementioned license granted to Borrower shall automatically terminate without notice to Borrower, and Administrative Agent may thereafter, without taking possession of the Property, take possession of the Leases and collect the Rents. Further, from and after such termination, Borrower shall be the agent of Administrative Agent in collection of the Rents, and any Rents so collected by Borrower shall be held in trust by Borrower for the sole and exclusive benefit of Administrative Agent and Borrower shall, within one (1) Business Day after receipt of any Rents, pay the same to Administrative Agent to be applied by Administrative Agent as hereinafter set forth. Furthermore, from and after such Event of Default and termination of the aforementioned license,

Administrative Agent shall have the right and authority, without any additional notice whatsoever to Borrower and without regard to the adequacy of the security therefor, to: (a) make application to a court of competent jurisdiction for appointment of a receiver for all or any part of the Property, as particularly set forth in the Security Instrument; (b) enter upon the Property through its employees and agents; (c) manage and operate the Property, with full power to employ agents to manage the same; (d) demand, collect, receive and sue for the Rents, including those past due and unpaid; and (e) do all acts relating to such management of the Property, including, but not limited to, negotiation of new Leases, making adjustments of existing Leases, contracting and paying for repairs and replacements to the Improvements and to the fixtures, equipment and personal property located in the Improvements or used in any way in the operation, use and occupancy of the Property as in the sole subjective judgment and discretion of Administrative Agent may be necessary to maintain the same in a tenantable condition, purchasing and paying for such additional furniture and equipment as in the sole subjective judgment of Administrative Agent may be necessary to maintain a proper rental income from the Property, employing necessary managers and other employees, purchasing fuel, providing utilities and paying for all other expenses incurred in the operation of the Property, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor. Administrative Agent shall apply the Rents received by Borrower from the Property under this Assignment, after deducting the costs of collection thereof, including, without limitation, reasonable attorneys' fees and a management fee for any management agent so employed, against amounts expended for repairs, upkeep, maintenance, service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as Administrative Agent incurs in connection with the operation of the Property and against interest, principal, required escrow deposits and other sums which have or which may become due, from time to time, under the terms of the Loan Documents, in such order or priority as to any of the items so mentioned as Administrative Agent, in its sole subjective discretion, may determine. The exercise by Administrative Agent of the rights granted Administrative Agent in this paragraph, and the collection of, the Rents and the application thereof as herein provided, shall not be considered a waiver by Administrative Agent of any Event of Default under the Loan Documents or prevent foreclosure of any liens on the Property nor shall such exercise make Administrative Agent liable under any of the Leases, Administrative Agent hereby expressly reserving all of its rights and privileges under the Security Instrument, the Loan Agreement and the other Loan Documents as fully as though this Assignment had not been entered into. In addition to all other rights and remedies set forth elsewhere in this Assignment, Borrower expressly agrees that Administrative Agent shall have all the rights available under Indiana law for the enforcement of assignments of rents and leases or otherwise.

Without limiting the rights granted hereinabove, in the event Borrower shall fail to make any payment or to perform any act required under the terms hereof and such failure shall not be cured within any applicable grace or cure period, then Administrative Agent may, but shall not be obligated to, without prior notice to or demand on Borrower, and without releasing Borrower from any obligation hereof, make or perform the same in such manner and to such extent as Administrative Agent may deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Administrative Agent, performing or discharging any obligation, covenant or agreement of Borrower under any of the Leases, and, in exercising any of such powers, paying all necessary costs and expenses, employing counsel and incurring and

paying reasonable attorneys' fees. Any sum advanced or paid by Administrative Agent for any such purpose, including, without limitation, reasonable attorneys' fees, together with interest thereon at the Default Rate (as defined in the Loan Agreement) from the date paid or advanced by Administrative Agent until repaid by Borrower, shall immediately be due and payable to Administrative Agent by Borrower on demand and shall be secured by the Security Instrument and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note.

IT IS FURTHER AGREED that this Assignment is made upon the following terms, covenants and conditions:

1. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon Administrative Agent, nor for the performance of any of the terms and conditions of any of the Leases, nor shall it operate to make Administrative Agent responsible or liable for any waste committed on the Property by Tenants or any other party or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property, except solely if and to the extent such waste or condition is caused by reason of the gross negligence or willful misconduct of Administrative Agent or its successors, assigns, shareholders, directors, officers, employees and/or agents and not from any actions by Borrower, 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. BORROWER SHALL AND DOES HEREBY INDEMNIFY AND HOLD ADMINISTRATIVE AGENT AND THE LENDERS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIM (EXCLUDING ANY CLAIMS FOR ACTUAL DIMINUTION IN VALUE, EXCEPT TO THE EXTENT SUCH DIMINUTION IN VALUE WOULD RESULT IN ADMINISTRATIVE AGENT'S FAILURE TO RECOVER ANY AMOUNT OF THE ENTIRE OUTSTANDING DEBT), DEMAND OR 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 BORROWER, 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) WHICH MAY OR MIGHT BE INCURRED BY REASON OF THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, CLAIMS OR DEMANDS FOR SECURITY DEPOSITS FROM TENANTS OF SPACE IN THE IMPROVEMENTS DEPOSITED WITH BORROWER AND WHICH WERE NOT TRANSFERRED TO ADMINISTRATIVE AGENT UPON ADMINISTRATIVE AGENT DELIVERING TO BORROWER ANY WRITTEN REQUEST FOR SUCH TRANSFER, AND FROM AND AGAINST ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST ADMINISTRATIVE AGENT BY REASON OF ANY ALLEGED OBLIGATIONS OR UNDERTAKINGS ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS OR AGREEMENTS CONTAINED IN ANY OF THE LEASES, EXCEPT SOLELY IF AND TO THE EXTENT ANY SUCH CLAIM OR DEMAND RESULTS BY REASON OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ADMINISTRATIVE AGENT OR ITS SUCCESSORS, ASSIGNS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS AND NOT FROM ANY

ACTIONS BY BORROWER, 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. SHOULD ADMINISTRATIVE AGENT OR ANY LENDER INCUR ANY LIABILITY BY REASON OF THIS ASSIGNMENT OR IN DEFENSE OF ANY CLAIM OR DEMAND FOR LOSS OR DAMAGE AS PROVIDED ABOVE, THE AMOUNT THEREOF, INCLUDING, WITHOUT LIMITATION, COSTS, EXPENSES AND REASONABLE ATTORNEYS' FEES, TOGETHER WITH INTEREST THEREON AT THE DEFAULT RATE FROM THE DATE PAID OR INCURRED BY ADMINISTRATIVE AGENT OR SUCH LENDER UNTIL REPAYED BY BORROWER, SHALL BE DUE AND PAYABLE TO ADMINISTRATIVE AGENT OR SUCH LENDER BY BORROWER WITHIN TEN (10) DAYS OF WRITTEN DEMAND AND SHALL BE SECURED BY THE SECURITY INSTRUMENT AND BY ALL OF THE OTHER LOAN DOCUMENTS SECURING ALL OR ANY PART OF THE INDEBTEDNESS EVIDENCED BY THE NOTE.

2. This Assignment shall not be construed as making Administrative Agent or any Lender a mortgagee in possession unless and until Administrative Agent or any Lender (but excluding any receiver appointed by a court on Administrative Agent's and/or any Lender's behalf) takes actual possession of the Property. In the exercise of the powers herein granted Administrative Agent, no liability shall be asserted or enforced against Administrative Agent or any Lender (except to the extent expressly set forth in **Section 1** and **Section 25** of this Assignment), all such liability being expressly waived and released by Borrower.

3. Administrative Agent is obligated to account to Borrower only for such Rents as are actually collected or received by Administrative Agent.

4. Borrower hereby further presently and collaterally assigns, transfers and sets over to Administrative Agent (for the benefit of the Lenders), subject to the terms and provisions of this Assignment: (a) any award or other payment which Borrower may hereafter become entitled to receive with respect to any of the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving Tenants under such Leases; and (b) any and all payments made by or on behalf of any Tenant in lieu of Rent. Borrower hereby irrevocably appoints Administrative Agent as its attorney-in-fact to, from and after the occurrence of an Event of Default by Borrower hereunder or under any of the other Loan Documents which has not been cured within any applicable grace or cure period, appear in any such proceeding and to collect any such award or payment, which power of attorney is coupled with an interest by virtue of this Assignment and is irrevocable so long as any sums are outstanding under the loan evidenced by the Note. Upon issuance of a deed or deeds pursuant to a foreclosure of the Security Instrument, all right, title and interest of Borrower in and to the Leases shall, by virtue of this instrument, be vested in the grantee or grantees in such deed or deeds without any further act or assignment by Borrower. Borrower hereby irrevocably appoints Administrative Agent, and its successors and assigns, as its agent for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

5. The representations and warranties set forth in **Section 4.1(ee)** of the Loan Agreement are hereby incorporated into this Assignment by this reference as if fully set forth herein.

6. Borrower covenants and agrees that Borrower shall comply with all covenants and agreements set forth in **Section 4.10** of the Loan Agreement, all of which are incorporated herein by reference.

7. Borrower covenants and agrees that Borrower shall, at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the landlord or tenant thereunder, and shall pay within ten (10) days of written demand all costs and expenses, including, without limitation, reasonable attorneys' fees, which Administrative Agent may incur in connection with Administrative Agent's appearance, voluntary or otherwise, in any such action or proceeding, together with interest thereon at the Default Rate from the date incurred by Administrative Agent until repaid by Borrower.

8. At any time, Administrative Agent may, at its option, notify any Tenants or other parties of the existence of this Assignment. Borrower does hereby irrevocably (until satisfaction of the Loan) and specifically authorize, instruct and direct each and every present and future Tenant, lessee and licensee of the whole or any part of the Property to pay all unpaid and future Rents to Administrative Agent upon receipt of written demand from Administrative Agent to so pay the same and Borrower hereby agrees that each such present and future Tenant, lessee and licensee may rely upon such written demand from Administrative Agent to so pay said Rents without any inquiry into whether there exists an Event of Default hereunder or under the other Loan Documents or whether Administrative Agent is otherwise entitled to said Rents. Borrower hereby waives any right, claim or demand which Borrower may now or hereafter have against any present or future Tenant, lessee or licensee by reason of such payment of Rents to Administrative Agent, and any such payment shall discharge such Tenant's, lessee's or licensee's obligation to make such payment to Borrower.

9. Without affecting Borrower's liability for the payment of any of the indebtedness evidenced by the Loan Agreement, the Note, the Security Instrument or the other Loan Documents, Administrative Agent may take or release any security for the indebtedness evidenced by the Note, may release any party primarily or secondarily liable for the indebtedness evidenced by the Note, may grant extensions, renewals or indulgences with respect to the indebtedness evidenced by the Note and may apply any other security therefor held by it to the satisfaction of any indebtedness evidenced by the Note without prejudice to any of its rights hereunder.

10. The acceptance of this Assignment and the collection of the Rents upon the occurrence and during the continuance of an Event of Default, shall be without prejudice to Administrative Agent. The rights of Administrative Agent hereunder are cumulative and concurrent, may be pursued separately, successively or together and may be exercised as often as occasion therefor shall arise, it being agreed by Borrower that the exercise of any one or more of the rights provided for herein shall not be construed as a waiver of any of the other rights or

remedies of Administrative Agent, at law or in equity or otherwise, so long as any obligation under the Loan Documents remains unsatisfied.

11. All rights of Administrative Agent hereunder shall inure to the benefit of its successors and assigns, and all obligations of Borrower shall bind its successors and assigns and any subsequent owner of the Property. All rights of Administrative Agent in, to and under this Assignment shall pass to and may be exercised by any assignee of such rights of Administrative Agent. Borrower hereby agrees that if Administrative Agent gives notice to Borrower of an assignment of said rights, upon such notice the liability of Borrower to the assignee of the Administrative Agent shall be immediate and absolute. Borrower will not set up any claim (except solely to the extent arising pursuant to **Sections 1** and **25** of this Assignment) against Administrative Agent or any intervening assignee as counterclaim or setoff to any action brought by Administrative Agent or any intervening assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the Leases or the Rents.

12. It shall be an “**Event of Default**” hereunder if (i) Borrower fails to punctually perform any covenant, agreement, obligation, term or condition contained herein which requires payment of any money to Administrative Agent or any Lender and such failure continues for five (5) days after such payment becomes due or, if due on demand, is demanded; (ii) Borrower fails to perform any covenant, agreement, obligation, term or condition contained herein other set forth herein other than those described in the foregoing subclause (i) and, to the extent such failure or default is susceptible of being cured, the continuance of such failure or default for thirty (30) days after written notice thereof from Administrative Agent to Borrower; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within said period of time, and if Borrower commences to cure such default promptly after receipt of notice thereof from Administrative Agent (but in any event within thirty (30) days of such notice), and thereafter continuously and diligently prosecutes the curing of such default, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, but not to exceed an additional ninety (90) days; or (iii) if any Event of Default shall occur under the Loan Agreement or under any other Loan Document. Upon the occurrence of an Event of Default hereunder, Administrative Agent may exercise any and all of the rights and remedies provided for herein, at any time, and from time to time, in Administrative Agent’s sole and absolute discretion. An Event of Default hereunder shall be a default (or, if applicable, an “**Event of Default**”) under each of the other Loan Documents.

13. Failure by Administrative Agent or and of the Lenders to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Administrative Agent, and the waiver by Administrative Agent of any default hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion. No collection by Administrative Agent of any Rents pursuant to this Assignment shall constitute or result in a waiver of any Default or Event of Default then existing hereunder or under any of the other Loan Documents.

14. If any provision under this Assignment or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this

Assignment and the application of the provisions hereof to other Persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

15. This Assignment may not be amended, modified or otherwise changed except by a written instrument duly executed by Borrower and Administrative Agent.

16. This Assignment shall be in full force and effect continuously from the date hereof to and until the payment, discharge, and performance of any and all indebtedness and obligations evidenced by the Note and the Loan Agreement or secured or guaranteed by any of the Loan Documents, and the release of the Security Instrument shall, for all purposes, automatically terminate this Assignment and render this Assignment null and void and of no effect whatsoever.

17. In case of a conflict between any provision of this Assignment and any provision of the Loan Agreement or the Security Instrument, the provision of the Loan Agreement or the Security Instrument, as applicable, shall prevail and be controlling. In case of any conflict between any provision of this Assignment and any provision of any other Loan Document, the provision of this Assignment shall prevail and be controlling.

18. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be given and become effective as provided in the Loan Agreement.

19. THE CREATION OF ADMINISTRATIVE AGENT'S RIGHTS AND INTEREST HEREUNDER, THE PERFECTION OF THE LIEN, SECURITY INTEREST AND OTHER RIGHTS AND INTEREST GRANTED OR OTHERWISE ARISING HEREUNDER AND THE EXERCISE OF ADMINISTRATIVE AGENT'S RIGHTS POWERS AND REMEDIES WITH RELATION TO THE ASSIGNED PROPERTY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. OTHERWISE, THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, PROVIDED THAT TO THE EXTENT ANY OF SUCH LAWS MAY NOW OR HEREAFTER BE PREEMPTED BY FEDERAL LAW, IN WHICH CASE SUCH FEDERAL LAW SHALL SO GOVERN AND BE CONTROLLING.

20. 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.

21. In addition to, but not in lieu of, any other rights hereunder, Administrative Agent shall have the right to institute suit and obtain a protective or mandatory injunction against Borrower to prevent a breach or default, or to reinforce the observance, of the agreements,

covenants, terms and conditions contained herein, as well as the right to damages occasioned by any breach or default by Borrower.

22. This Assignment shall continue and remain in full force and effect during any period of foreclosure with respect to the Property.

23. Borrower hereby covenants and agrees that Administrative Agent shall be entitled to all of the rights, remedies and benefits available by statute, at law, in equity or as a matter of practice for the enforcement and perfection of the intents and purposes hereof. Administrative Agent shall, as a matter of absolute right, be entitled, upon application to a court of applicable jurisdiction, and without notice to Borrower, to the appointment of a receiver to obtain and secure the rights of Administrative Agent hereunder and the benefits intended to be provided to Administrative Agent hereunder.

24. (a) BORROWER, TO THE FULL 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 IN WHICH THE REAL ESTATE IS LOCATED 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 COUNTY IN WHICH THE REAL ESTATE IS LOCATED, (iii) SUBMITS TO THE JURISDICTION OF SUCH COURTS AND, (iv) TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER 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 OR ANY LENDERS TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM). BORROWER 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 THE BORROWER AT THE ADDRESS FOR NOTICES DESCRIBED IN THE LOAN AGREEMENT, 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).

(b) BORROWER HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS ASSIGNMENT OR ANY CONDUCT, ACT OR OMISSION OF ADMINISTRATIVE AGENT, BORROWER, OR ANY LENDERS OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH ADMINISTRATIVE AGENT, BORROWER, OR AN LENDERS, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

25. NEITHER ADMINISTRATIVE AGENT NOR ANY OF THE LENDERS SHALL BE LIABLE FOR ANY LOSS SUSTAINED BY BORROWER RESULTING FROM ADMINISTRATIVE AGENT'S FAILURE TO LET THE PROPERTY DESCRIBED HEREIN AFTER AN EVENT OF DEFAULT, OR FROM ANY OTHER ACT OR OMISSION OF ADMINISTRATIVE AGENT IN MANAGING SAID PROPERTY AFTER AN EVENT OF DEFAULT, EXCEPT SOLELY IF AND TO THE EXTENT SUCH LOSS IS CAUSED BY REASON OF THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ADMINISTRATIVE AGENT OR ITS SUCCESSORS, ASSIGNS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS AND NOT FROM ANY ACTIONS BY BORROWER, 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. NOR SHALL ADMINISTRATIVE AGENT BE OBLIGATED TO PERFORM OR DISCHARGE NOR DOES ADMINISTRATIVE AGENT HEREBY UNDERTAKE TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY OF BORROWER UNDER SAID LEASES OR UNDER OR BY REASON OF THIS ASSIGNMENT AND BORROWER SHALL, AND DOES HEREBY AGREE, TO INDEMNIFY ADMINISTRATIVE AGENT FOR, AND TO HOLD ADMINISTRATIVE AGENT HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE (EXCLUDING ANY PUNITIVE OR SPECIAL DAMAGE, EXCEPT TO THE EXTENT ANY SUCH PUNITIVE OR SPECIAL DAMAGE IS ASSERTED AGAINST ADMINISTRATIVE AGENT BY BORROWER, 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) WHICH MAY OR MIGHT BE INCURRED UNDER SAID LEASES OR UNDER OR BY REASON OF THIS ASSIGNMENT AND FROM ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST ADMINISTRATIVE AGENT BY REASON OF ANY ALLEGED OBLIGATIONS OR UNDERTAKINGS ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS OR AGREEMENTS CONTAINED IN SAID LEASES, EXCEPT SOLELY IF AND TO THE EXTENT ANY SUCH CLAIM OR DEMAND IS CAUSED BY REASON OF THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ADMINISTRATIVE AGENT OR ITS SUCCESSORS, ASSIGNS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS AND NOT FROM ANY ACTIONS BY BORROWER, 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. SHOULD ADMINISTRATIVE AGENT INCUR ANY SUCH LIABILITY UNDER SAID LEASES OR UNDER OR BY REASON OF THIS ASSIGNMENT OR IN DEFENSE OF ANY SUCH CLAIMS OR DEMANDS, THE AMOUNT THEREOF, INCLUDING COSTS, EXPENSES AND REASONABLE ATTORNEYS' FEES SHALL BE SECURED HEREBY AND BORROWER SHALL REIMBURSE ADMINISTRATIVE AGENT THEREFOR IMMEDIATELY UPON DEMAND AND UPON THE FAILURE OF BORROWER TO DO SO ADMINISTRATIVE AGENT MAY, AT ITS OPTION, DECLARE ALL SUMS EVIDENCED BY THE NOTE AND SECURED HEREBY AND BY THE SECURITY INSTRUMENT IMMEDIATELY DUE AND PAYABLE. IT IS

FURTHER UNDERSTOOD AND AGREED THAT THIS ASSIGNMENT SHALL NOT OPERATE TO PLACE RESPONSIBILITY FOR THE CONTROL, CARE, MANAGEMENT OR REPAIR OF THE PROPERTY DESCRIBED HEREIN UPON ADMINISTRATIVE AGENT, NOR FOR THE PERFORMANCE OF ANY OF THE TERMS AND CONDITIONS OF SAID LEASES; NOR SHALL IT OPERATE TO MAKE ADMINISTRATIVE AGENT RESPONSIBLE OR LIABLE FOR ANY WASTE COMMITTED ON SAID PROPERTY BY THE TENANTS OR ANY OTHER PARTIES, OR FOR ANY DANGEROUS OR DEFECTIVE CONDITION OF SAID PROPERTY, OR FOR ANY NEGLIGENCE IN THE MANAGEMENT, UPKEEP, REPAIR OR CONTROL OF SAID PROPERTY RESULTING IN LOSS OR INJURY OR DEATH TO ANY TENANT, LICENSEE, EMPLOYEE OR STRANGER (EXCEPT SOLELY FOR ANY RESPONSIBILITY OR LIABILITY WHICH ANY SUCCESSOR OWNER OF FEE TITLE TO THE PROPERTY MAY HAVE UNDER APPLICABLE LAW FOLLOWING AN EVENT OF DEFAULT AND FORECLOSURE OR DEED-IN-LIEU OF FORECLOSURE UNDER THE SECURITY INSTRUMENT).

26. The provisions of Section 8.16 of the Loan Agreement are hereby incorporated herein by reference.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Borrower has executed this Assignment as of the day and year first above written.

BORROWER:

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: [Signature]
Name: David Gray
Title: Vice President

ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF New York) SS:

Before me, a Notary Public in and for said County and State, personally appeared David Gray, the Vice President of G&I IX Investment Lake Pointe LLC, a Delaware limited liability company, managing member of G&I IX MJW Lake Pointe JV LLC, a Delaware limited liability company, sole member of G&I IX MJW Lake Pointe III & IV LLC, a Delaware limited liability company ("Company") who, after having been duly sworn, acknowledged the execution of the foregoing Assignment of Leases and Rents for and on behalf of such Company.

WITNESS my hand and Notarial Seal this 25th day of October, 2018.

[Signature]
Notary Public

My Commission Expires:

December 5, 2020

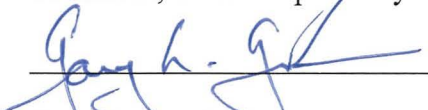
My County of Residence:

Queens

LAKEEMA HARKNESS
Notary Public, State of New York
No. 01HA6351565
Qualified in Queens County
Commission Expires December 5, 2020

Assignment of Leases and Rents

This instrument prepared by Gary A. Goodman, Attorney-at-Law, Dentons US LLP, 1221 Avenue of the Americas, New York, New York 10020-1089. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



Gary A. Goodman, Esq.

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

TRACT 1:

Parcel I: (Fee parcel)

Part of the Northwest Quarter of Section 21, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northwest Quarter Section; thence along the South line thereof, South 89 degrees 06 minutes 37 seconds West (assumed bearing) 1199.71 feet; thence North 00 degrees 00 minutes 52 seconds West 12.57 feet to a point on the centerline of East 82nd Street as located by D.O.T. plans for Project ST-05-004A, which point is also the Southwest corner of the Grant of Right of Way for Allison Pointe Boulevard as recorded September 9, 1987 as Instrument No. 87-105141 in the Office of the Recorder of Marion County, Indiana (the next seven courses are along the Westerly and Southerly lines of said Grant of Right of Way); (1) thence continuing North 00 degrees 00 minutes 52 seconds West 536.80 feet to a curve having a radius 385.00 feet, the radius point of which bears North 89 degrees 59 minutes 08 seconds East; (2) thence Northerly and Northeasterly along said curve 212.52 feet to a point which bears North 58 degrees 23 minutes 15 seconds West from said radius point; (3) thence North 31 degrees 36 minutes 45 seconds East 762.23 feet to a curve having a radius of 305.00 feet, the radius point of which bears North 58 degrees 23 minutes 15 seconds West; (4) thence Northerly, Northwesterly and Westerly along said curve 650.79 feet to a point which bears North 00 degrees 38 minutes 30 seconds West from said radius point; (5) thence South 89 degrees 21 minutes 30 seconds West 401.44 feet to a curve having a radius of 100.00 feet, the radius point of which bears South 00 degrees 38 minutes 30 seconds East; (6) thence Southwesterly along said curve, 82.98 feet to a point which bears North 48 degrees 11 minutes 15 seconds West from said radius point, and which point is on a reverse curve having a radius of 100.00 feet, the radius point of which bears North 48 degrees 11 minutes 15 seconds West; (7) thence Southwesterly along said curve, 82.98 feet to the POINT OF BEGINNING, which point bears South 00 degrees 38 minutes 30 seconds East from said radius point; thence South 00 degrees 38 minutes 30 seconds East 473.16 feet to a point on the South line of the North Half of said Northwest Quarter Section; thence along said South line, South 89 degrees 11 minutes 38 seconds West 385.13 feet to a point which bears North 89 degrees 11 minutes 38 seconds East 734.61 feet from the Southwest corner of said North Half Quarter Section; thence North 00 degrees 38 minutes 30 seconds West 315.15 feet; thence North 64 degrees 13 minutes 35 seconds East 39.25 feet to a curve having a radius of 81.00 feet, the radius point of which bears North 25 degrees 46 minutes 25 seconds West; thence Northeasterly along said curve, 91.71 feet to a point which bears North 89 degrees 21

minutes 30 seconds East from said radius point; thence North 00 degrees 38 minutes 30 seconds West 144.11 feet; thence North 89 degrees 21 minutes 30 seconds East 206.18 feet to a point on the Westerly right-of-way line of said Allison Pointe Boulevard, which point is on a curve having a radius of 100.00 feet, the radius point of which bears North 74 degrees 52 minutes 51 seconds East; thence Southeasterly along said curve 131.81 feet to the POINT OF BEGINNING.

Parcel II: (Easement parcel)

Non-exclusive easement for drainage of storm water, recreational and other purposes for the benefit of Parcel I as created and granted in a declaration of easement in Allison Lake dated October 28, 1992 and recorded December 31, 1992 as Instrument #92-174237 and re-recorded March 29, 1993 as Instrument #93-35746 and as further provided in the Declaration of Development Standards, Covenants and Restrictions for Allison Pointe as set out and fully described in Instrument dated September 8, 1987 and recorded September 9, 1987, as Instrument No. 87-105148, as amended by First Amendment to Declaration of Development Standards dated September 25, 1987 and recorded September 28, 1987 as Instrument No. 87-112389, as further amended by Second Amendment to Declaration of Development Standards, Covenants, and Restrictions for Allison Pointe, recorded November 5, 1992 as Instrument No. 92-147049, as modified by Assignment dated June 16, 1996 and recorded July 5, 1996 as Instrument No. 96-91794, as modified by Third Amendment to Declaration of Development Standards, Covenants, and Restrictions for Allison Pointe dated March 14, 1997 and recorded March 25, 1997 as Instrument No. 97-44965, as modified by Fourth Amendment to Declaration of Development Standards dated January 30, 1998 and recorded February 6, 1998 as Instrument No. 98-19003, and further modified by Fifth Amendment to Declaration of Development Standards dated May 28, 1998 and recorded June 5, 1998 as Instrument No. 98- 95006.

Parcel III: (Easement parcel)

A non-exclusive easement for landscaping and signage and other purposes for the benefit of Parcel I as created and granted in a declaration of easement in Allison Pointe Boulevard Buffer Tracts dated October 28, 1992 and recorded December 31, 1992 as Instrument #92-174238 and re-recorded March 29, 1993 as Instrument #93-35747, and as further provided in the Declaration of Development Standards, Covenants and Restrictions for Allison Pointe as set out and fully described in Instrument dated September 8, 1987 and recorded September 9, 1987 as Instrument No. 87-105148, as amended by First Amendment to Declaration of Development Standards dated September 25, 1987 and recorded September 28, 1987 as Instrument No. 87-112389, as further amended by Second Amendment to Declaration of Development Standards, Covenants, and Restrictions for Allison Pointe, recorded November 5, 1992 as Instrument No. 92-147049, as modified by Assignment dated June 16, 1996 and recorded July 5, 1996 as Instrument No. 96-91794, as modified by Third Amendment to Declaration of Development Standards, Covenants

and Restrictions for Allison Pointe dated March 14, 1997 and recorded March 25, 1997 as Instrument No. 97-44965, as modified by Fourth Amendment to Development Standards dated January 30, 1998 and recorded February 6, 1998 as Instrument No. 98-19003, and further modified by Fifth Amendment to Declaration of Development Standards dated May 28, 1998 and recorded June 5, 1998 as Instrument No. 98-95006 in the Office of the Recorder of Marion County, Indiana.

Parcel IV: (Easement parcel)

A non-exclusive easement for access as created in an Access Easement recorded August 5, 1997 as Instrument #97-108040 in the Office of the Recorder of Marion County, Indiana. (Benefits Parcel I)

Parcel V: (Easement Parcel)

A non-exclusive easement for shared access as created in a Cross Traffic (Shared Access) Easement Agreement recorded September 19, 1997 as Instrument #97-135250 in the Office of the Recorder of Marion County, Indiana. (Benefits Parcel I)

Parcel IV: (Easement parcel)

A non-exclusive easement for access as created in a Limited Warranty Deed recorded March 25, 1997 as Instrument #97-44966 in the Office of the Recorder of Marion County, Indiana. (Benefits Parcel I)

TRACT 2:

Parcel I: (Fee parcel)

Part of the Northwest Quarter of Section 21, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northwest Quarter section; thence along the South line thereof, South 89 degrees 06 minutes 37 seconds West (assumed bearing) 1199.71 feet thence North 00 degrees 00 minutes 52 seconds West 12.57 feet to a point on the centerline of East 82nd Street as located by DOT plans for Project ST-05-004A, which point is also the Southwest corner of the Grant of Right of Way for Allison Pointe Boulevard as recorded September 9, 1987 as Instrument 87-105141 in the Office of the Recorder of Marion County, Indiana (the next five courses are along the Westerly and Southerly lines of said Grant of Right of Way); (1) thence continuing North 00 degrees 00 minutes 52 seconds West 536.80 feet to a curve having a radius of 385.00 feet, the radius point of which bears North 89 degrees 59 minutes 08 seconds East; (2) thence Northerly and Northeasterly along said curve 212.52 feet to a point which bears North 58 degrees 23 minutes 15 seconds West from said radius point; (3) thence North 31 degrees 36 minutes 45 seconds East 762.23 feet to a curve having a radius of

305.00 feet, the radius point of which bears North 58 degrees 23 minutes 15 seconds West; (4) thence Northerly, Northwesterly and Westerly along said curve 650.79 feet to a point which bears North 00 degrees 38 minutes 30 seconds West from said radius point; (5) thence South 89 degrees 21 minutes 30 seconds West 204.00 feet to the POINT OF BEGINNING, which point is also the Northwest corner of a 4.244 acre tract described in a Warranty Deed recorded June 4, 1990 as Instrument 90-54079 in said Recorder's Office; thence along the West line of said 4.244 acre tract South 00 degrees 38 minutes 30 seconds East 537.17 feet to a point on the South line of the North Half of said Northwest Quarter Section; thence along said South line, South 89 degrees 11 minutes 38 seconds West 345.00 feet; thence North 00 degrees 38 minutes 30 seconds West 473.16 feet to a point on the Southerly right of way line of said Allison Pointe Boulevard, which point is on a curve having a radius of 100.00 feet, the radius point of which bears North 00 degrees 38 minutes 30 seconds West (the next three courses are along the Southerly line of said Allison Pointe Boulevard); (1) thence Easterly and Northeasterly along said curve. 82.98 feet to a point which bears South 48 degrees 11 minutes 15 seconds East from said radius point, and which point is on a reverse curve having a radius of 100.00 feet, the radius point of which bears South 48 degrees 11 minutes 15 seconds East; (2) thence Northeasterly and Easterly along said curve, 82.98 feet to a point which bears North 00 degrees 38 minutes 30 seconds West from said radius point; (3) thence North 89 degrees 21 minutes 30 seconds East 197.44 feet to the POINT OF BEGINNING.

Parcel II: (Easement Parcel)

A non-exclusive easement for shared access as created in a Cross Traffic (Shared Access) Easement Agreement recorded September 19, 1997 as Instrument #97-135250 in the Office of the Recorder of Marion County, Indiana. (Benefits Parcel I)

Parcel III: (Easement parcel)

Non-exclusive easement for drainage of storm water, recreational and other purposes for the benefit of Parcel I as created and granted in a declaration of easement in Allison Lake dated October 28, 1992 and recorded December 31, 1992 as Instrument #92-174237 and re-recorded March 29, 1993 as Instrument #93-35746 and as further provided in the Declaration of Development Standards, Covenants and Restrictions for Allison Pointe as set out and fully described in Instrument dated September 8, 1987 and recorded September 9, 1987, as Instrument No. 87-105148, as amended by First Amendment to Declaration of Development Standards dated September 25, 1987 and recorded September 28, 1987 as Instrument No. 87-112389, as further amended by Second Amendment to Declaration of Development Standards, Covenants, and Restrictions for Allison Pointe, recorded November 5, 1992 as Instrument No. 92-147049, as modified by Assignment dated June 16, 1996 and recorded July 5, 1996 as Instrument No. 96-91794, as modified by Third Amendment to Declaration of Development Standards, Covenants, and Restrictions for Allison Pointe dated March 14, 1997 and recorded March 25, 1997 as Instrument No. 97-44965, as modified by Fourth Amendment to Declaration of Development

Standards dated January 30, 1998 and recorded February 6, 1998 as Instrument No. 98-19003, and further modified by Fifth Amendment to Declaration of Development Standards dated May 28, 1998 and recorded June 5, 1998 as Instrument No. 98- 95006.

Parcel IV: (Easement parcel)

A non-exclusive easement for landscaping and signage and other purposes for the benefit of Parcel I as created and granted in a declaration of easement in Allison Pointe Boulevard Buffer Tracts dated October 28, 1992 and recorded December 31, 1992 as Instrument #92-174238 and re-recorded March 29, 1993 as Instrument #93-35747, and as further provided in the Declaration of Development Standards, Covenants and Restrictions for Allison Pointe as set out and fully described in Instrument dated September 8, 1987 and recorded September 9, 1987 as Instrument No. 87-105148, as amended by First Amendment to Declaration of Development Standards dated September 25, 1987 and recorded September 28, 1987 as Instrument No. 87-112389, as further amended by Second Amendment to Declaration of Development Standards, Covenants, and Restrictions for Allison Pointe, recorded November 5, 1992 as Instrument No. 92-147049, as modified by Assignment dated June 16, 1996 and recorded July 5, 1996 as Instrument No. 96-91794, as modified by Third Amendment to Declaration of Development Standards, Covenants and Restrictions for Allison Pointe dated March 14, 1997 and recorded March 25, 1997 as Instrument No. 97-44965, as modified by Fourth Amendment to Development Standards dated January 30, 1998 and recorded February 6, 1998 as Instrument No. 98-19003, and further modified by Fifth Amendment to Declaration of Development Standards dated May 28, 1998 and recorded June 5, 1998 as Instrument No. 98-95006 in the Office of the Recorder of Marion County, Indiana.