CLOSING CERTIFICATE

In addition to all other representations, warranties and covenants made by G&I IX MJW LAKE POINTE III & IV LLC, a Delaware limited liability company ("**Borrower**"), in connection with that certain Loan Agreement, dated as of the date hereof (as amended, modified, restated, consolidated, replaced or supplemented from time to time, the "**Loan Agreement**"; and capitalized terms used without definition shall have the meanings attributed thereto in the Loan Agreement), by and among Borrower, the lenders that are a party thereto (individually and collectively, "**Lender**"), and Canadian Imperial Bank of Commerce, acting through its New York Branch (together with its successors and assigns in such capacity, "**Administrative Agent**"), as Administrative Agent for the benefit of Lender, pursuant to which Lender is 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**"), and pursuant to which Lender has appointed Administrative Agent to act in such capacity on behalf of Lender, Borrower does hereby represent, warrant and covenant to Administrative Agent, Lender, and their respective successors, transferees and assigns, as of the 5th day of November, 2018, as follows:

1. Review of Documents. Borrower has reviewed (i) the Loan Agreement, (ii) the Promissory Note, dated as of the date hereof (the "**Note**"), made by Borrower in favor of Lender and evidencing the Loan, (iii) the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "**Security Instrument**"), dated as of the date hereof, granting to Lender a first lien on real and other property more particularly described therein (collectively, the "**Property**"), and (iv) all other documents executed by Borrower in connection with the Loan (the Loan Agreement, the Note, the Security Instrument and all other documents, including this Closing Certificate (this "**Certificate**"), executed in connection with the Loan are collectively referred to as the "**Loan Documents**").

2. Purpose of Certificate and Loan. This Certificate is delivered to Lender in order to induce Lender to make the Loan. Borrower hereby acknowledges that Lender shall rely upon this Certificate and the making of the representations, warranties and covenants contained herein in making the Loan. The proceeds of the Loan will be used for the following purposes: acquiring the Property.

3. Entity Status, Authority and Enforceability. The representations set forth in Section 4.1(a) through (i) of the Loan Agreement are incorporated by reference as if more fully set forth herein.

4. Organizational Structure. A true and complete organizational chart showing the ownership of Borrower is attached hereto as Exhibit D and incorporated herein by reference.

5. Items Due and Payable. No Event of Default (and no event which, solely with the passage of time, would constitute an Event of Default) exists under the Loan Documents, and all of the following items regarding the Property which have become due and payable have been paid (or are to be paid out of the proceeds of the Loan, as set forth below): taxes; government

assessments; insurance premiums; water, sewer and municipal charges; leasehold payments, if any; and ground rents, if any; and any other charges affecting the Property.

6. Condition of Property. The Property has not been damaged by fire, water, wind or other cause of loss since the date of the first inspection of (or visit to) the Property by Administrative Agent, Lender or their respective agents, or any such damage to the Property has been disclosed to Administrative Agent and Lender in writing and has been fully restored. All required permits, licenses and certificates (if any) for the lawful use and operation of the Property have been obtained and are current and in full force and effect.

7. Insurance Policies. Borrower has furnished to Administrative Agent and Lender all insurance policies and certificates required pursuant to the Loan Documents.

8. Marketability of Loan. Borrower knows of nothing involving the Loan, the Property, Borrower, Borrower's credit standing, Guarantor or Guarantor's credit standing that may reasonably be expected to cause private institutional investors to regard the Loan as an unacceptable investment, cause the Loan to become delinquent; or adversely affect the Loan's value or marketability.

9. No Change in Facts or Circumstances. All information set forth in the application for the Loan submitted to Lender (the "**Loan Application**") and in all financial statements, certificates and other documents submitted in connection with the Loan Application or in satisfaction of the terms of any loan commitment issued by Lender, is accurate, complete and correct in all material respects. There has been no adverse change in any condition, fact, circumstance or event that would make any such information materially inaccurate, incomplete, incorrect, or otherwise misleading.

10. No Insolvency or Judgment. Neither Borrower, nor any member of Borrower, nor Guarantor is currently (a) the subject of or a party to any completed or pending bankruptcy, reorganization or insolvency proceeding; or (b) the subject of any judgment unsatisfied of record or docketed in any court of the state in which the Property is located or in any other court located in the United States. The making of the Loan and the granting of collateral as security therefore shall not render the Borrower nor any member of Borrower insolvent. To Borrower's knowledge, no tenant under any Leases (as hereinafter defined) representing a material portion of the gross revenue of the Property, and no guarantor of any such lease, is the subject of any bankruptcy, reorganization or insolvency proceeding. As used in this Certificate, the term "insolvent" means that the sum total of all of an entity's liabilities (whether secured or unsecured, contingent or fixed, or liquidated or unliquidated) is in excess of the value of all such entity's non-exempt assets, *i.e.*, all of the assets of the entity that are available to satisfy claims of creditors.

11. No Condemnation. No part of the Property has been taken in condemnation or other like proceeding to an extent which would impair the value of the Property, the Security Instrument, the Loan Agreement or the Loan or the usefulness of such property for the purposes contemplated by the Loan Application, nor to Borrower's knowledge is any proceeding pending, threatened or known to be contemplated for the partial or total condemnation or taking of the Property.

12. No Subordinate Financing. Except as otherwise expressly approved by Lender in writing or expressly permitted in the Loan Documents, no part of the Property is, or will become, subject to a second mortgage, deed of trust or other type of subordinate lien, nor has any direct or indirect interest in Borrower been pledged as security for any other indebtedness.

13. No Labor or Materialmen Claims. All parties furnishing labor and materials have been paid in full (or to the extent work is in progress, all parties furnishing labor and materials with respect to such work have been paid in full for all such work performed as of the date hereof) and, except for such liens or claims insured against by the policy of title insurance to be issued in connection with the Loan, there are no mechanics', laborers' or materialmen's' liens or claims outstanding for work, labor or materials affecting the Property, whether prior to, equal with or subordinate to the lien of the Security Instrument.

14. No Other Interests. No person, party, firm, company, partnership, corporation or other entity has (a) any possessory interest in the Property or right to occupy the same except under and pursuant to the provisions of existing leases described on Exhibit B hereto (the "**Leases**"), incorporated herein by reference, by and between tenant and Borrower, the material terms of all such Leases having been previously disclosed to Administrative Agent and Lender; or (b) an option to purchase the Property or an interest therein. The possession of the Property has been peaceful and undisturbed and title thereto has not been disputed or questioned to Borrower's knowledge.

15. Service Contracts. The agreements, contracts, licenses, service contracts and vendor agreements (collectively, the "**Service Contracts**") listed on Exhibit A attached hereto and incorporated herein by reference are all of the Service Contracts currently in effect with respect to the Property. A true, correct and complete copy of each of the Service Contracts has previously been delivered to Administrative Agent and Lender.

16. Leases. Exhibit B hereto consists of a rent roll that is true, complete and correct in all material respects and which states the name of each tenant, amount of rent, commencement and expiration dates of each Lease and the space demised under each Lease. As of the date hereof, (i) Borrower is the owner and holder of the landlord's interest under each Lease; (ii) there are no prior assignments of any Lease or any portion of rents, additional rents, charges, issues or profits due and payable or to become due and payable thereunder (hereinafter collectively referred to as the "**Rents**") which are presently outstanding and have priority over the Assignment of Leases and Rents (the "**Assignment of Leases and Rents**"), dated the date hereof, given by Borrower to Administrative Agent (for the benefit of Lender) and intended to be duly recorded; (iii) a true, correct and complete copy of each Lease has been delivered to Administrative Agent and Lender; (iv) each Lease is in full force and effect; (v) except as set forth on Exhibit B or in an estoppel certificate accepted by Administrative Agent and Lender, neither Borrower nor any tenant under any Lease is in default under any of the terms, covenants or provisions of the Lease, and Borrower knows of no event which, but for the passage of time or the giving of notice or both, would constitute an event of default under any Lease; (vi) there are no offsets or defenses to the payment of any portion of the Rents; (vii) all Rents due and payable under each Lease have been paid in full and no Rents have been paid more than one (1) month in advance of the due dates thereof; and (viii) except as set forth in Administrative Agent's title

insurance policy, no tenant under any Lease has an option to purchase the Property or any portion thereof.

17. Single Asset Status. Borrower does not own any real property or assets other than the Property and does not operate any business other than the management and operation of the Property. Borrower is in compliance in all material respects with Section 4.27 of the Loan Agreement.

18. Taxes. Borrower has filed all federal, state, county and municipal tax returns required to have been filed by Borrower, and has paid all taxes which have become due pursuant to such returns or to any notice of assessment received by Borrower, and Borrower has no knowledge of any basis for additional assessment with respect to such taxes. To Borrower's knowledge, there are not presently pending any special assessments against the Property or any part thereof.

19. No Incentives. Except as expressly set forth in the Loan Agreement, the Property does not benefit from, and is not bound by, any use restriction, tax incentive program, tax credit program, tax abatement program, or other economic incentive that is not permanent and transferable to successor owners of the Property without the consent of any other person or entity.

20. Single Tax Lot. The Property consists of a single lot or multiple tax lots; no portion of said tax lot(s) covers property other than the Property or a portion of the Property and no portion of the Property lies in any other tax lot.

21. Loans to Related Parties. There are no loans payable by Borrower to any person or entity which is a member, partner or stockholder of Borrower, or a holder of any equity interest in (or a member of the immediate family of) the holder of any equity interest in Borrower or any member, partner or stockholder of Borrower, or to any affiliate or subsidiary of any of the foregoing.

22. Ratification. The foregoing agreements, representations and certifications set forth herein shall survive the closing of the Loan. Borrower covenants that it shall, promptly upon the written request of Administrative Agent or Lender, ratify and affirm the foregoing agreements, representations and certifications in writing, as of such date or dates as Administrative Agent or Lender shall specify.

23. Disbursement of Proceeds. Borrower hereby irrevocably directs Lender to disburse the Initial Advance of the Loan to the escrow or trust account of Commonwealth Land Title Insurance Company (the "**Escrow Agent**"), pursuant to escrow instructions given to Escrow Agent by Administrative Agent's counsel on behalf of Administrative Agent (the "**Escrow Instructions**"), for application as set forth in the closing statement prepared by Administrative Agent and approved and executed by Borrower, a copy of which is attached hereto as Exhibit C (the "**Closing Statement**") and incorporated herein by reference. Borrower and Guarantor acknowledge and agree that, from and after the date upon which the proceeds of the Initial Advance are placed on the wire by Lender in accordance with the wire instructions of the Escrow Agent as provided to Administrative Agent or Administrative Agent's counsel, the

full amount of the Loan shall be deemed to be disbursed to Borrower and evidenced by the Note, and shall bear interest as provided in the Note and the Loan Agreement, notwithstanding that one or more conditions set forth in the Escrow Instructions for the release of the Initial Advance may not have been satisfied as of the time the proceeds are wired by Lender; in such instance, if the condition(s) for release of the proceeds are not satisfied within the time period specified in the Escrow Instructions, the undersigned shall pay (a) interest at the rate provided in the Note and the Loan Agreement until such time as the full proceeds of the Loan are returned to Lender and (b) reimburse Administrative Agent and Lender for any actual loss incurred by Administrative Agent and Lender in terminating or unwinding any hedge position or contract entered into by Administrative Agent or Lender in connection with the closing of the Loan. Furthermore, Borrower and Guarantor warrants and agrees that, in the event that any delays in disbursing the Initial Advance result in amounts set forth on the Closing Statement being inadequate to pay in full the amounts due to parties which are not affiliates of Borrower, the Escrow Agent shall be authorized to reduce the amount shown thereon as payable to the Borrower (or, if no funds are to be disbursed to Borrower upon completion of the closing, the undersigned shall promptly upon request of Administrative Agent, Lender or Escrow Agent deposit additional funds with Escrow Agent) as necessary to make all such payments.

[Balance of page intentionally blank; signature appears on following page]

IN WITNESS WHEREOF, Borrower has executed this Certificate 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:______________________________
Name: David Gray
Title: Vice President

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

The undersigned Guarantor hereby (a) joins in this Certificate for the purposes set forth in Paragraph 23 hereof, and (b) certifies and represents to Administrative Agent and Lender that, as of the date hereof, the representations and warranties set forth in Sections 8, 9 and 10 of this Certificate are true, correct and complete.

GUARANTOR:

DRA GROWTH AND INCOME MASTER FUND IX, LLC,
a Delaware limited liability company

By: Manageco IX, LLC,
a Delaware limited liability company, its managing member

By:____________________________
Name: David Gray
Title: Vice President

EXHIBIT A
[List of Service Contracts]

Service	**Vendor**	**Date**
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

EXHIBIT B
[see attached Current Rent Roll]

Lease Abstract - Asset Management

Lake Pointe Center III (844700)

11/02/2018

Rents_And_Charges

08:13:01

Current Lease Data as of 11/02/2018 | **Monthly Lease Charges from 11/02/2018**

Amendment Type	Units	Leased Sqft	Current Rent/Mth	Current Annual $/SF	Remaining Term	From	To	From	To	Amount	per SF / Yr	Type
80997400	American Alternative Investments LLC											
Original Lease	250	10,840	18,970	21.00	66	10/13/2017	04/30/2024	11/01/2018	10/31/2019	18,970.00	21.00	rent
								11/01/2019	10/31/2020	19,421.67	21.50	rent
								11/01/2020	10/31/2021	19,873.33	22.00	rent
								11/01/2021	10/31/2022	20,325.00	22.50	rent
								11/01/2022	10/31/2023	20,776.67	23.00	rent
								11/01/2023	04/30/2024	21,228.33	23.50	rent
80616700	Bleeke Dillon Crandall PC											
Renewal	420	6,054	0	0.00	65	01/01/2018	03/31/2024	11/01/2018	03/31/2019	0.00	0.00	rent
								04/01/2019	10/31/2019	10,594.50	21.00	rent
								11/01/2019	10/31/2020	10,846.75	21.50	rent
								11/01/2020	10/31/2021	11,099.00	22.00	rent
								11/01/2021	10/31/2022	11,351.25	22.50	rent
								11/01/2022	10/31/2023	11,603.50	23.00	rent
								11/01/2023	03/31/2024	11,855.75	23.50	rent
80616500	Carbonite, Inc.											
Renewal	300	22,685	38,753	20.50	80	01/01/2018	06/30/2025	07/01/2018	12/31/2018	38,753.34	20.50	rent
								01/01/2019	12/31/2019	39,698.75	21.00	rent
								01/01/2020	12/31/2020	40,643.96	21.50	rent
								01/01/2021	12/31/2021	41,589.17	22.00	rent
								01/01/2022	12/31/2022	42,534.38	22.50	rent
								01/01/2023	12/31/2023	43,479.58	23.00	rent
								01/01/2024	12/31/2024	44,424.79	23.50	rent
								01/01/2025	06/30/2025	45,370.00	24.00	rent
80136002	Conference Room											
Original Lease	150	1,010	0	0.00	1	08/18/2014	MTM					

Lease Abstract - Asset Management

Lake Pointe Center III (844700)

Rents_And_Charges

Current Lease Data as of 11/02/2018 | **Monthly Lease Charges from 11/02/2018**

Amendment Type	Units	Leased Sqft	Current Rent/Mth	Current Annual $/SF	Remaining Term	From	To	From	To	Amount	per SF / Yr	Type
80975800	Cunningham Agency LLC											
Original Lease	130	4,483	7,658	20.50	46	06/01/2017	08/31/2022	06/01/2018	05/31/2019	7,658.46	20.50	rent
								06/01/2019	05/31/2020	7,845.25	21.00	rent
								06/01/2020	05/31/2021	8,032.04	21.50	rent
								06/01/2021	05/31/2022	8,218.83	22.00	rent
								06/01/2022	08/31/2022	8,405.63	22.50	rent
80396802	Fitness Center											
Original Lease	FITCTR	1,091	0	0.00	1	03/01/2017	MTM					
81010000	IKIO LED Lighting LLC											
Original Lease	128	2,094	960	5.50	25	12/01/2017	11/30/2020	06/01/2018	11/30/2018	3,664.50	21.00	rent
								11/01/2018	11/30/2018	(2,704.75)	(15.50)	rentcon
								12/01/2018	11/30/2019	3,751.75	21.50	rent
								12/01/2019	11/30/2020	3,839.00	22.00	rent
80971000	Lake Pt III - Bike Storage											
Original Lease	BIKESTOR	37	0	0.00	1	03/01/2017	MTM					
80970900	Lake Pt III - Mgmt Office											
Original Lease	BLDGOFF	121	0	0.00	1	03/01/2017	MTM					
80616600	Liquid Transport LLC											
Remeasure	400	17,614	28,623	19.50	118	09/01/2018	08/31/2028	09/01/2018	08/31/2028	0.00	0.00	cam
								09/01/2018	08/31/2023	28,622.76	19.50	rent
								09/01/2023	08/31/2028	32,292.34	22.00	rent
80616400	Tom James Company											
Renewal	140	4,139	7,329	21.25	24	11/01/2015	10/31/2020	01/01/2018	10/31/2020	696.32	2.02	cam
								01/01/2018	10/31/2020	56.80	0.16	taxes
								11/01/2018	10/31/2019	7,329.48	21.25	rent
								11/01/2019	10/31/2020	7,501.94	21.75	rent

Lease Abstract - Asset Management

Lake Pointe Center III (844700)

Rents_And_Charges

Current Lease Data as of 11/02/2018 | **Monthly Lease Charges from 11/02/2018**

Amendment Type	Units	Leased Sqft	Current Rent/Mth	Current Annual $/SF	Remaining Term	From	To	From	To	Amount	per SF / Yr	Type
80976500	Volt Information Sciences Inc											
Original Lease	100	4,612	8,071	21.00	49	11/01/2017	11/30/2022	11/01/2018	10/31/2019	8,071.00	21.00	rent
								11/01/2019	10/31/2020	8,263.17	21.50	rent
								11/01/2020	10/31/2021	8,455.33	22.00	rent
								11/01/2021	10/31/2022	8,647.50	22.50	rent
								11/01/2022	11/30/2022	8,839.67	23.00	rent
	Available											
	120	2,406	0	0.00	0							
	200A	5,900	0	0.00	0							
	200B	4,127	0	0.00	0							

Lease Abstract - Asset Management

Lake Pointe Center IV (844800)

Rents_And_Charges

Current Lease Data as of 11/02/2018 | **Monthly Lease Charges from 11/02/2018**

Amendment Type	Units	Leased Sqft	Current Rent/Mth	Current Annual $/SF	Remaining Term	From	To	From	To	Amount	per SF / Yr	Type
80616900	Envigo RMS Inc											
Renewal	120A, 130, 400	25,683	44,731	20.90	44	04/16/2017	06/30/2022	04/16/2017	06/30/2022	0.00	0.00	cam
								04/16/2017	06/30/2022	0.00	0.00	taxes
								07/01/2018	06/30/2019	44,731.23	20.90	rent
								07/01/2019	06/30/2020	45,587.33	21.30	rent
								07/01/2020	06/30/2021	46,443.43	21.70	rent
								07/01/2021	06/30/2022	47,299.53	22.10	rent
80617200	Highpoint Global											
Contraction	120, 310	25,500	0	0.00	57	09/01/2018	07/31/2023	09/01/2018	12/31/2018	0.00	0.00	rent
								01/01/2019	12/31/2019	44,093.75	20.75	rent
								01/01/2020	12/31/2020	45,156.25	21.25	rent
								01/01/2021	12/31/2021	46,218.75	21.75	rent
								01/01/2022	12/31/2022	47,281.25	22.25	rent
								01/01/2023	07/31/2023	48,343.75	22.75	rent
80617000	Holland & Holland											
Renewal	128	1,225	0	0.00	37	11/01/2018	11/30/2021	11/01/2018	11/30/2018	0.00	0.00	rent
								12/01/2018	10/31/2019	2,194.79	21.50	rent
								11/01/2019	10/31/2020	2,245.83	22.00	rent
								11/01/2020	10/31/2021	2,296.88	22.50	rent
								11/01/2021	11/30/2021	2,347.92	23.00	rent

Lease Abstract - Asset Management

Lake Pointe Center IV (844800)

Rents_And_Charges

Current Lease Data as of 11/02/2018 **Monthly Lease Charges from 11/02/2018**

Amendment Type	Units	Leased Sqft	Current Rent/Mth	Current Annual $/SF	Remaining Term	From	To	From	To	Amount	per SF / Yr	Type
80617100	The Healthcare Group LLC											
Renewal	200	5,147	11,647	27.16	55	08/01/2017	05/31/2023	08/01/2017	05/31/2023	0.00	0.00	cam
								08/01/2017	05/31/2023	0.00	0.00	taxes
								03/01/2018	11/30/2018	11,647.42	27.16	rent
								12/01/2018	11/30/2019	11,931.50	27.82	rent
								12/01/2019	11/30/2020	12,215.58	28.48	rent
								12/01/2020	11/30/2021	12,499.67	29.14	rent
								12/01/2021	11/30/2022	12,783.75	29.80	rent
								12/01/2022	05/31/2023	13,067.83	30.47	rent
Expansion	210A	1,671	0	0.00	55	11/01/2017	05/31/2023					
80616800	Western & Southern Life Insurance											
Original Lease	110	3,829 *	6,222	19.50	5	03/06/2014	03/31/2019	01/01/2018	03/31/2019	393.02	1.23	cam
								01/01/2018	03/31/2019	10.56	0.03	taxes
								04/01/2018	03/31/2019	6,222.13	19.50	rent
Renewal	110	3,829	0	0.00	69	04/01/2019	07/31/2024	04/01/2019	07/31/2019	0.00	0.00	rent
								08/01/2019	03/31/2020	6,860.29	21.50	rent
								04/01/2020	03/31/2021	7,019.83	22.00	rent
								04/01/2021	03/31/2022	7,179.38	22.50	rent
								04/01/2022	03/31/2023	7,338.92	23.00	rent
								04/01/2023	03/31/2024	7,498.46	23.50	rent
								04/01/2024	07/31/2024	7,658.00	24.00	rent
	Available											
	100	2,303	0	0.00	0							
	220	3,055	0	0.00	0							
	230	8,083	0	0.00	0							
	102	1,639	0	0.00	0							
	110B	1,403	0	0.00	0							

Lease Abstract - Asset Management

Lake Pointe Center IV (844800)

Rents_And_Charges

Current Lease Data as of 11/02/2018 | Monthly Lease Charges from 11/02/2018

Amendment Type	Units	Leased Sqft	Current Rent/Mth	Current Annual $/SF	Remaining Term	From	To	From	To	Amount	per SF / Yr	Type
	210B	1,340	0	0.00	0							

Leased Square Footage

137,835	Total Leased SF
30,256	Total Available SF
168,091	Total SF
$172,965.57	Total Current Monthly Rents

* Denotes that SF is not included in the Report totals to avoid double counting due to the timing of Amendments

EXHIBIT C
[see attached sources & uses/closing statement]

FINAL

Lake Pointe Center III & IV
DETAILED SOURCES AND USES SUMMARY

5-Nov-18
12:40 PM

Borrower Name:	G&I IX MJW Lake Pointe III and IV LLC
Property Name:	Lake Pointe Center III & IV
Management:	M&J Wilkow Properties
Settlement Date:	05-Nov-18

SOURCES OF CASH:

Loan Proceeds	$13,815,000.00	
Good Faith Deposit Received	$70,000.00	
Rate Lock Deposits Received	$0.00	
Margin Call Deposit Received	$0.00	
Commitment Fee Received	$0.00	
Future Funds Available	($2,340,000.00)	
NAP	$0.00	
NAP	$0.00	
TOTAL SOURCES OF CASH		$11,545,000.00

USES OF CASH:

I.	FEES, EXPENSES & DEPOSITS		
	Commitment Fee	$89,797.50	
	Rate Lock Fee	$0.00	
	Margin Due at Closing	$0.00	
	Lender's Disbursements	$1,993.26	
	Initial Stub Interest Payment	$0.00	
	Processing Fee	$5,000.00	
	NAP	$0.00	
	NAP	$0.00	
	Sub-Total		$96,790.76
II.	SERVICER ESCROWS/SUB-ACCOUNTS:		
	Monthly P&I Reserve (0 months)	$0.00	
	Real Estate Tax Reserve (1 month)	$36,305.08	
	Other R/E Tax Reserve (0 months)	$0.00	
	Insurance Reserve (0 months)	$0.00	
	Other Insurance Reserve (0 months)	$0.00	
	Recurring TI/LC Reserve (0 months)	$0.00	
	Recurring Replacement Reserve Escrow (0 months)	$0.00	
	Repair and Remediation Reserve	$0.00	
	Upfront TI/LC Reserve	$0.00	
	Environmental Deposit	$0.00	
	Upfront Replacement Reserves	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	Sub-Total		$36,305.08
III.	TITLE-RELATED EXPENSES:		
	Title Insurance	$225.00	
	Endorsements	$8,400.00	
	Closing/Escrow Fee	$375.00	
	Update Fee	$450.00	
	Title Search	$1,100.00	
	Recording Fee	$510.00	
	Survey	$0.00	
	Out of Pocket	$440.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	Sub-Total		$11,500.00
IV.	DUE DILIGENCE AND TRANSACTION EXPENSES:		
	Accounting Fee	$0.00	
	Appraisal Fee	$6,300.00	
	Environmental Fees	$3,350.00	
	Engineering Fees	$4,650.00	
	Insurance Payment	$0.00	
	Mortgage Broker Fee	$0.00	
	Additional Broker Fee	$0.00	
	Lender's Legal Fee	$85,000.00	
	Borrower's Legal Fee	$135,000.00	
	Insurance Services	$1,250.00	
	Credit Report Fee	$0.00	
	Zoning Report Fee	$1,095.00	
	Wooden McLaughlin LLP	$4,500.00	
	Winston & Strawn (Environmental Review)	$985.00	
	Cripe (ALTA)	$3,500.00	
	TEC (Elevator Consulting)	$2,600.00	
	Kennedy (Engineering Elevator)	$1,200.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	Sub-Total		$249,430.00
V.	PAYOFFS		
	Lake Pointe Fee Owner, LLC	$17,000,000.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	NAP	$0.00	
	Sub-Total		$17,000,000.00
	TOTAL EXPENSES		$17,394,025.84
VI.	BORROWER AVAILABLE/ (REQUIRED) FUNDS		($5,849,025.84)
VII.	Net Proceeds to Title Company		$11,411,904.16
VIII.	Net Proceeds to Servicer		$36,305.08

Reserve Calculations

Initial Stub Interest Payment:	
Loan Amount:	$13,815,000
Number of Accrued Days:	0.0
Interest Rate:	4.3750%
Initial Stub Interest Payment:	$0.00
Monthly P&I Reserve:	
Loan Amount:	$13,815,000
Amortization Term:	0.0
Interest Rate:	4.3750%
Monthly P&I Payment:	0.00
Number of Months:	0.0
Monthly P&I Reserve:	0.00
General Real Estate Tax Reserve:	
Annual Tax Escrow:	$435,660.92
Monthly Tax Escrow:	$36,305.08
Number of Months:	1.0
Real Estate Tax Reserve:	$36,305.08
Other Real Estate Tax Reserve:	
Annual Tax Escrow:	$0.00
Monthly Tax Escrow:	$0.00
Number of Months:	0.0
Real Estate Tax Reserve:	$0.00
Insurance Reserve:	
Annual Insurance Escrow:	$0.00
Monthly Insurance Escrow:	$0.00
Number of Months:	0.0
Insurance Reserve:	$0.00
Other Insurance Reserve:	
Annual Insurance Escrow:	$0.00
Monthly Insurance Escrow:	$0.00
Number of Months:	0.0
Insurance Reserve:	$0.00
Recurring TI/LC Reserve:	
Annual Recurring TI/LC:	$0.00
Monthly Recurring TI/LC:	$0.00
Number of Months:	0.0
Recurring TI/LC Reserve:	$0.00
Recurring Replacement Reserve Escrow:	
Total Square Footage/Units:	168,091.00
Recurring R.R per SF/Unit:	$0.00
Annual Replacement Reserve	$0.00
Monthly Replacement Reserve	$0.00
Number of Months:	0.0
Recurring Replacement Reserve Escrow:	$0.00
Upfront Replacement Reserve	
Annual Recurring Reserve	$0.00
Monthly Recurring Reserve:	$0.00
Number of Months:	0.0
Upfront Reserve:	$0.00
Special Reserve (NAP)	
Special Reserve:	$0.00
Monthly Recurring Reserve:	$0.00
Number of Months:	0.0
Upfront Reserve:	$0.00
Special Reserve (NAP)	
Special Reserve:	$0.00
Monthly Recurring Reserve:	$0.00
Number of Months:	0.0
Upfront Reserve:	$0.00
Special Reserve (NAP)	
Special Reserve:	$0.00
Monthly Recurring Reserve:	$0.00
Number of Months:	0.0
Upfront Reserve:	$0.00
Special Reserve (NAP)	
Special Reserve:	$0.00
Monthly Recurring Reserve:	$0.00
Number of Months:	0.0
Upfront Reserve:	$0.00
Special Reserve (NAP)	
Special Reserve:	$0.00
Monthly Recurring Reserve:	$0.00
Number of Months:	0.0
Upfront Reserve:	$0.00
Special Reserve (NAP)	
Special Reserve:	$0.00
Monthly Recurring Reserve:	$0.00
Number of Months:	0.0
Upfront Reserve:	$0.00
Special Reserve (NAP)	
Special Reserve:	$0.00
Monthly Recurring Reserve:	$0.00
Number of Months:	0.0
Upfront Reserve:	$0.00

REVIEWED AND APPROVED:

By:

Name: DAVID GRAY, VP

COMMONWEALTH LAND TITLE INSURANCE COMPANY NCS

2390 E. Camelback Road, Suite 230, Phoenix, AZ 85016

Phone: (602) 287-3500 Fax: (602) 263-0433

Buyers/Borrowers Settlement Statement

Estimated

Escrow No: 18000170 - 040 MZ3 **Close Date:** 11/05/2018 **Proration Date:** 11/05/2018 **Disbursement Date:**

Buyer(s)/Borrower(s): G&I IX MJW Lake Pointe III & IV LLC, a Delaware limited liability company

Lender: CANADIAN IMPERIAL BANK OF COMMERCE **Loan #:**

Property: 8470 Allison Pointe Blvd
8520 Allison Pointe Blvd
Indianapolis, IN

Description	Debit	Credit
TOTAL CONSIDERATION:		
Total Consideration	17,000,000.00	
Buyer Deposit		750,000.00
Buyer Funds Due		4,577,820.00
Funds due - M & K Wilkow		600,000.00
NEW AND EXISTING ENCUMBRANCES:		
New Loan from CANADIAN IMPERIAL BANK OF COMMERCE		13,815,000.00
NEW LOAN CHARGES: - CANADIAN IMPERIAL BANK OF COMMERCE		
Funds Withold for Future Advance	2,340,000.00	
Good Faith Deposit Received		70,000.00
Commitment Fee	89,797.50	
Lender's Disbursements	1,993.26	
Processing Fee	5,000.00	
Real Estate Tax Reserve (1 month)	36,305.08	
Lenders Attorneys Fees to Dentons US LLP	85,000.00	
Appraisal Fee to Colliers International Valuation & Advisory Services, LLC	6,300.00	
Environmental Fees to ATC Group Services, LLC	3,350.00	
Engineering Fees to ATC Group Services, LLC	4,650.00	
Insurance Services to Wharton Lyon & Lyon	1,250.00	
Environmental Review to Winston & Strawn	985.00	
PRORATIONS AND ADJUSTMENTS:		
Security Deposits		257,996.62
Revenues		156,532.26
Expenses-to be paid by buyer		2,311.15
Leasing Costs		1,301,942.71
Expenses-paid by Seller	5,814.07	
RE Taxes - Prorations	64,901.03	
ESCROW AND TITLE CHARGES:		
Escrow Charge to Commonwealth Land Title Insurance	375.00	
Lenders Policy for $13,815,000.00 to Commonwealth Land Title Insurance	225.00	
OP Endorsements - ALTA 28-06 - Easement - Damage or Enforced Removal to Commonwealth Land Title Insurance	350.00	
OP Endorsements - ALTA 17.2-06 - Utility Access to Commonwealth Land Title Insurance	300.00	
OP Endorsements - ALTA 18.1-06 - Multiple Tax Parcel to Commonwealth Land Title Insurance	250.00	
OP Endorsements - ALTA 19-06 - Contiguity - Multiple Parcels to Commonwealth Land Title Insurance	250.00	
OP Endorsements - ALTA 22-06 - Location to Commonwealth Land Title Insurance	300.00	
OP Endorsements - ALTA 25-06 - Same as Survey to Commonwealth Land Title Insurance	300.00	
OP Endorsements - ALTA 26-06 - Subdivision to Commonwealth Land Title Insurance	250.00	

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Buyers/Borrowers Settlement Statement

Estimated

Escrow No: 18000170 - 040 MZ3 **Close Date:** 11/05/2018 **Proration Date:** 11/05/2018 **Disbursement Date:**

Description	Debit	Credit
OP Endorsements - ALTA 03.1-06 - Zoning to Commonwealth Land Title Insurance	650.00	
OP Endorsements -ALTA 39-06 - Policy Authentication to Commonwealth Land Title Insurance	250.00	
OP Endorsements - ALTA 08.2-06 - Commercial Environmental Protection Lien to Commonwealth Land Title Insurance	300.00	
OP Endorsements - ALTA 09.2-06 - Covenants, Conditions and Restrictions to Commonwealth Land Title Insurance	400.00	
OP Endorsements - ALTA 09.9-06 - Private Rights to Commonwealth Land Title Insurance	400.00	
OP Endorsements - SE 91 - Deletion of Arbitration to Commonwealth Land Title Insurance	250.00	
OP Endorsements - ALTA 17-06 - Access and Entry to Commonwealth Land Title Insurance	300.00	
OP Endorsements - ALTA 09.1-06 - Covenants, Conditions and Restrictions to Commonwealth Land Title Insurance	400.00	
OP Endorsements - ALTA 35-06 - Minerals and Other Subsurface Substances to Commonwealth Land Title Insurance	600.00	
LP Endorsements - ALTA 01-06 - Street Assessments to Commonwealth Land Title Insurance	250.00	
LP Endorsements - ALTA 17.2-06 - Utility Access to Commonwealth Land Title Insurance		
LP Endorsements - ALTA 17-06 - Access and Entry to Commonwealth Land Title Insurance		
LP Endorsements - ALTA 18.1-06 - Multiple Tax Parcel to Commonwealth Land Title Insurance		
LP Endorsements - ALTA 19-06 - Contiguity - Multiple Parcels to Commonwealth Land Title Insurance		
LP Endorsements - ALTA 22-06 - Location to Commonwealth Land Title Insurance		
LP Endorsements - ALTA 24-06 - Doing Business to Commonwealth Land Title Insurance	350.00	
LP Endorsements - ALTA 25-06 Same as Survey to Commonwealth Land Title Insurance		
LP Endorsements - ALTA 26-06 - Subdivision to Commonwealth Land Title Insurance		
LP Endorsements - ALTA 27-06 - Usury to Commonwealth Land Title Insurance	250.00	
LP Endorsements - ALTA 28-06 - Easement - Damage or Enforced Removal to Commonwealth Land Title Insurance	350.00	
LP Endorsements - ALTA 03.1-06 - Zoning - Improved Land to Commonwealth Land Title Insurance		
LP Endorsements - ALTA 35-06 - Minerals and Other Subsurface Substances to Commonwealth Land Title Insurance		
LP Endorsements - ALTA 39-06 - Policy Authentication to Commonwealth Land Title Insurance		
LP Endorsements - ALTA 05-06 - Planned Unit Development to Commonwealth Land Title Insurance	250.00	
LP Endorsements - ALTA 06-06 - Variable Rate to Commonwealth Land Title Insurance	350.00	
LP Endorsements - ALTA 08.2-06 - Commercial Environmental Protection Lien to Commonwealth Land Title Insurance		
LP Endorsements - ALTA 09.6-06 - Private Rights to Commonwealth Land Title Insurance	400.00	
LP Endorsements - ALTA 09-06 - Restrictions, Encroachments, Minerals to Commonwealth Land Title Insurance	400.00	
LP Endorsements - SE 93 - Deletion of Arbitration to Commonwealth Land Title Insurance	250.00	
LP Endorsements - ALTA 14-06 - Future Advance to Commonwealth Land Title Insurance	500.00	
Search and Exam Fee to Commonwealth Land Title Insurance	1,100.00	

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Buyers/Borrowers Settlement Statement

Estimated

Escrow No: 18000170 - 040 MZ3 **Close Date:** 11/05/2018 **Proration Date:** 11/05/2018 **Disbursement Date:**

Description	Debit	Credit
Update Fee to Commonwealth Land Title Insurance	450.00	
Out of Pocket to Commonwealth Land Title Insurance	440.00	
RECORDING FEES:		
Recording and Services Fees to Commonwealth Land Title Insurance	510.00	
ADDITIONAL CHARGES:		
Survye Fee to Cripe	3,500.00	
Zoning Report to American Zoning Services	1,095.00	
Elevator consulting services to Axium LLC dba The Elevator Consultants	2,600.00	
Phase Consulting to Kennedy Consulting Group LLC	1,200.00	
Attorneys Fees to Wooden McLaughlin, LLP	4,500.00	
Buyers Attorneys Fees to Blank Rome LLP	135,000.00	
Sub Totals	19,805,240.94	21,531,602.74
Refund Due Buyer /Borrower	1,726,361.80	
Totals	21,531,602.74	21,531,602.74

Buyer(s)/Borrower(s):

G&I IX MJW Lake Pointe III & IV LLC, a Delaware limited liability company

By: G&I IX MJW Lake Pointe JV LLC,
Its: Sole member

By: G&I IX Investment Lake Pointe LLC
Its: Managing Member

By:
Its: **Jason Borreo**
Vice President

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EXHIBIT D
[see attached organizational chart]

Lake Pointe III & IV
Indianapolis, IN