

## POST CLOSING AGREEMENT

November 5, 2018

Canadian Imperial Bank of Commerce, acting through its New York Branch  
One South Wacker Drive  
Suite 3500  
Chicago, Illinois 60606

Re: Loan Agreement dated as of November 5, 2018, by and among Canadian Imperial Bank of Commerce, acting through its New York Branch, as administrative agent (the "Administrative Agent"), G&I IX MJW LAKE POINTE III & IV LLC, a Delaware limited liability company, as borrower ("Borrower"), and the other lenders party thereto (collectively, the "Lenders")

Gentlemen:

On or about November 5, 2018, the Lenders made a loan to Borrower in the original principal amount of \$13,815,000.00 (the "Loan"), which Loan is evidenced by the Loan Agreement and the other Loan Documents. Capitalized terms not defined herein shall have the meanings assigned to them in the Loan Agreement.

As a condition for closing the Loan, the Lenders have required that this Agreement be executed and delivered to the Administrative Agent. In regard to the Loan, Borrower does hereby agree with the Administrative Agent as follows:

1. Post Closing Obligations. On or before the date that is twenty (20) Business Days from the date hereof, as such time period may be extended by Administrative Agent in its sole discretion, Borrower will deliver to Administrative Agent (i) at least one (1) original corrected signature acknowledgement page executed by Highpoint Global, LLC ("Highpoint") with respect to that certain Subordination Non-Disturbance and Attornment Agreement (Syndicated) by and between Highpoint and Administrative Agent agreed and consented to by Borrower and (ii) at least one (1) original corrected signature acknowledgement page executed by Bleeke Dillon Crandall, P.C. ("Bleeke") with respect to that certain Subordination Non-Disturbance and Attornment Agreement (Syndicated) by and between Bleeke and Administrative Agent agreed and consented to by Borrower.

2. Default under this Agreement. This Agreement shall constitute a Loan Document and Borrower's obligations hereunder are secured by, among other things, the Security Instrument. The failure of Borrower to comply with the provisions of this Agreement at any time shall, at the option of Administrative Agent in Administrative Agent's sole discretion, be and constitute an Event of Default under the Loan and Administrative Agent shall be entitled to exercise any and all rights and remedies it may have under the Note, the Loan Agreement and the other Loan Documents. Nothing in this paragraph shall be deemed to (i) be a waiver by

Administrative Agent or the Lenders of any of their respective rights or remedies under the Note, the Loan Agreement and the other Loan Documents, or (ii) affect in any other way the terms and provisions of the Note, the Loan Agreement or the other Loan Documents.

3. Survival of Agreement. This Agreement shall survive any closing of the Loan. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

5. Governing Law. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State of New York (without regard to principles of conflicts of laws pursuant to Section 5-1401 of the New York General Obligations Law), and applicable laws of the United States of America.

6. Fees and Expenses. Subject to the terms of the Loan Agreement, all obligations of Borrower hereunder shall be performed at Borrower's sole cost and expense (including, without limitation, the payment of out-of-pocket legal fees and disbursements of Administrative Agent in connection with the review and approval of the foregoing items and enforcement of Borrower's obligations hereunder) in accordance with all applicable laws, rules and regulations, and shall be satisfactory to Administrative Agent in all respects.

7. Exculpation. The provisions of Section 8.16 of the Loan Agreement are hereby incorporated by reference into this letter to the same extent and with the same force as if fully set forth herein.

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

ACKNOWLEDGED AND AGREED TO:

**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