

**CANADIAN IMPERIAL BANK OF COMMERCE,
ACTING THROUGH ITS NEW YORK AGENCY**
One South Wacker, Suite 3500
Chicago, Illinois 60606

November 5, 2018

CONFIDENTIAL

G&I IX MJW Lake Pointe III & IV LLC
c/o DRA Advisors LLC
220 East 42nd Street, 27th Floor
New York, New York 10017

Re: That certain Loan Agreement, dated as of the date hereof (the “**Loan Agreement**”), among **G&I IX MJW LAKE POINTE III & IV LLC**, a Delaware limited liability company, as borrower (“**Borrower**”), **CIBC INC.**, a Delaware corporation, as Lender (“**Lender**”), and **CANADIAN IMPERIAL BANK OF COMMERCE, ACTING THROUGH ITS NEW YORK BRANCH**, as administrative agent on behalf of Lender (in such capacity, “**Administrative Agent**”).

Ladies and Gentlemen:

This letter agreement (this “**Fee Letter**”) confirms the following fees that Borrower agrees to pay Administrative Agent in consideration for the commitment to make loans and other extensions of credit in the aggregate amount of up to \$13,815,000.00 (the “**Loan**”) pursuant to the Loan Agreement:

A commitment fee in the amount of \$89,797.50 (the “**Commitment Fee**”), which is payable contemporaneously with the execution and delivery of the Loan Agreement.

An administration fee in the amount of \$1,000.00, which is payable contemporaneously with each Draw Request made pursuant to the Loan Agreement.

Borrower hereby agrees to pay to Administrative Agent the Commitment Fee contemporaneously with the execution and delivery of the Loan Agreement. Borrower hereby acknowledges and agrees that the Commitment Fee shall be deemed to have been fully earned when paid and not refundable, shall not be applied in any manner to the Debt (as defined in the Loan Agreement), and shall be in addition to any other fees specified in the Loan Agreement. Borrower agrees that the Commitment Fee payable under this Fee Letter shall be paid in immediately available funds and shall be in addition to the reimbursement of Administrative Agent’s out-of-pocket expenses incurred in connection with closing the Loan and as otherwise set forth in the Loan Agreement.

This Fee Letter may not be amended or waived except by an instrument in writing signed by the parties hereto. This Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York. This Fee Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Fee Letter by facsimile or email transmission shall be as effective as delivery of a manually executed counterpart hereof.

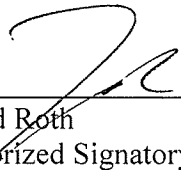
The Administrative Agent and Borrower acknowledge that this Fee Letter is subject to the confidentiality provisions of the Loan Agreement.

If Borrower is agreement with the foregoing, please sign have Borrower and return to Administrative Agent a copy of this Fee Letter and remit any amounts now payable to Administrative Agent as provided above.

[SIGNATURES APPEAR ON THE FOLLOWING THREE (3) PAGES]

ADMINISTRATIVE AGENT:

**CANADIAN IMPERIAL BANK OF
COMMERCE, ACTING THROUGH ITS NEW
YORK BRANCH**

By:  _____
Name: Todd Roth
Title: Authorized Signatory

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

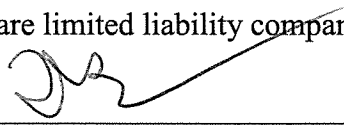
ACKNOWLEDGED, ACCEPTED
AND AGREED TO:

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