

CONSENT TO COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT

THIS CONSENT TO COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT (this “Consent”) is made and delivered as of _____, 2025 by VILLAGE OF ROMEOVILLE, an Illinois municipal corporation (“Village”), and DPIF4 IL 13 PINNACLE, LLC, a Delaware limited liability company (“Borrower”), to and for the benefit of FIFTH THIRD BANK, NATIONAL ASSOCIATION, its successors and assigns (“Lender”).

RECITALS:

A. As of the date hereof, DPIF4 IL 13 Pinnacle, LLC, a Delaware limited liability company (“Borrower”), is the owner of certain real estate described on **Exhibit A** attached hereto and made a part hereof, and all buildings, structures and improvements now or hereafter constructed thereon (collectively, the “Property”).

B. Borrower has entered into that certain Agreement Providing for the Redevelopment and Financing of Certain Property and Improvements, dated as of February 1, 2023, by and between Palencia Properties, LLC, an Illinois limited liability company (“Palencia”), and Village, as assigned by Palencia to Borrower, and assumed by Borrower, pursuant to that certain Ordinance Authorizing Delivery of Consent to Assignment of Redevelopment Agreement (File #: ORD24-1955), dated December 18, 2024, (collectively, “Redevelopment Agreement”), pursuant to which, among other things, Village has agreed to reimburse Borrower, pursuant to the terms and conditions of the Redevelopment Agreement, for certain costs related to the redevelopment of the Property.

C. Lender has agreed to make a construction loan to Borrower in the stated principal amount of [Thirty-Six Million Five Hundred Ninety-Five Thousand and No/100 Dollars] (\$[36,765,000.00]) (the “Loan”).

D. The Loan is secured, *inter alia*, by a Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents of even date herewith made by Borrower in favor of Lender (as amended, modified, replaced or restated from time to time, the “Security Instrument”), encumbering Borrower’s interest in the Property.

E. Lender requires, as a condition precedent to its making the Loan, that (a) Borrower enter into that certain Collateral Assignment of Redevelopment Agreement, dated as of the date hereof (the “Collateral Assignment”), in the form attached hereto as **Exhibit B**, and (b) Village consent to the Collateral Assignment.

NOW, THEREFORE, in consideration of the making of the Loan and as an inducement to Lender to do so, Village and Borrower hereby agrees as follows:

1. Pursuant to Section 15(H) of the Redevelopment Agreement, Village hereby consents to the Collateral Assignment.

2. If Lender or any entity created by Lender for the purpose of taking title to the Property (“Acquiring Party”) shall become the owner of the Property by reason of foreclosure of the Mortgage or a deed given in lieu of foreclosure, Village agrees, upon Lender’s request, to process a consent to the assignment of Borrower’s rights and obligations under the Redevelopment Agreement to Acquiring Party.

3. Village hereby agrees that, upon receipt of a notice of an Event of Default (as defined in the Collateral Assignment) and a written demand by Lender for direct payment to Lender of the sums due Borrower under the Redevelopment Agreement, Village will honor such demand and make all subsequent payments directly to Lender, and Borrower will indemnify, defend, protect and hold Village harmless from and against any and all losses, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys’ fees) arising out of or in connection with payments of such sums made by Village to Lender in reliance on such notice.

4. Any notices, communications and waivers under this Consent shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) sent by overnight express carrier, addressed in each case as follows:

To the Lender: Fifth Third Bank, National Association
4 Park Plaza, Suite 600
Irvine, California 92614
Attn: Dave Robinson, Vice President

With a copy to: Holland & Knight LLP
787 Seventh Avenue, 31st Floor
New York, New York 10019
Attn: Jeffrey S. Page, Esq.

To the Borrower: DPIF4 IL 13 Pinnacle, LLC
5500 Equity Avenue
Reno, Nevada 89502
Attn: C. Douglas Lanning

With a copy to: Allen Matkins Leck Gamble Mallory & Natsis LLP
Three Embarcadero Center, 12th Floor
San Francisco, California 94111
Attn: Stephen P. Lieske, Esq.

To the Village Village of Romeoville
1050 W. Romeo Road
Romeoville, Illinois 60446
Attn: Village Manager Dawn Caldwell

With a copy to: Tracy, Johnson & Wilson
2801 Black Road, Second Floor

Joliet, Illinois 60435
Attn: Richard E. Vogel

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Village and Borrower have caused this Consent to be executed as of the date first above written.

VILLAGE:

VILLAGE OF ROMEOVILLE

By: _____
Name: _____
Title: _____

BORROWER:

DPIF4 IL 13 PINNACLE, LLC,
a Delaware limited liability company

DocuSigned by:
By: Doug Lanning _____
Name: C. Douglas Lanning
Title: CFO & Secretary

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

Lot 1 and Outlot B in SOUTH CREEK INDUSTRIAL PARK UNIT 5, being a subdivision of part of the Southeast quarter of Section 8, Township 36 North Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded June 27, 2023 as document R2023031961, in Will County, Illinois.

EXHIBIT B

FORM OF COLLATERAL ASSIGNMENT

(See attached)

COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT (this “Assignment”) is made and delivered as of July 28, 2025, by **DPIF4 IL 13 PINNACLE, LLC**, a Delaware limited liability company (“Borrower”), to and for the benefit of **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, its successors and assigns (“Lender”).

RECITALS:

A. As of the date hereof, Borrower is the owner of certain real estate described on **Exhibit A** attached hereto and made a part hereof, and all buildings, structures and improvements now or hereafter constructed thereon (collectively, the “Property”);

B. Borrower has entered into that certain Agreement for the Redevelopment and Financing Agreement, dated as of February 1, 2023, by and between Palencia Properties, LLC, an Illinois limited liability company (“Palencia”), and Village of Romeoville, an Illinois municipal corporation (“Village”), as assigned by Palencia to Borrower, and assumed by Borrower, pursuant to that certain Ordinance Authorizing Delivery of Consent to Assignment of Redevelopment Agreement (File #: ORD24-1955), dated December 18, 2024, (collectively, “Redevelopment Agreement”), pursuant to which, among other things, Village has agreed to reimburse Borrower, pursuant to the terms and conditions of the Redevelopment Agreement, for certain costs related to the redevelopment of the Property;

C. Lender has agreed to make a construction loan to Borrower in the stated principal amount of Thirty-Six Million Seven Hundred Sixty-Five Thousand and No/100 Dollars (\$36,765,000.00) (the “Loan”). The Loan is being made pursuant to the terms and conditions of that certain Construction Loan Agreement by and between Borrower and Lender of even date herewith (as amended, modified, replaced or restated from time to time, the “Loan Agreement”). The Loan is evidenced by that certain Promissory Note of even date herewith made by Borrower and payable to the order of Lender in the stated principal amount of \$36,765,000.00 (as amended, modified, replaced or restated from time to time, the “Note”).

D. The Note is secured, inter alia, by a Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith made by Borrower in favor of Lender (as amended, modified, replaced or restated from time to time, the “Security Instrument”), encumbering Borrower’s interest in the Property and by certain additional collateral as more particularly described in the Loan Agreement (the Loan Agreement, the Security Instrument and all of the other documents and instruments evidencing, securing or otherwise executed in connection with the Loan, as amended, modified, replaced or restated from time to time are hereinafter collectively referred to as the “Loan Documents”). All capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Loan Agreement.

E. Lender requires, as a condition precedent to its making the Loan, that (a) Borrower enter into this Assignment and Borrower wishes to grant to Lender a security interest, mortgage, lien, encumbrance and charge upon the collateral more particularly hereinafter described, and (b) Village consent to the Collateral Assignment; and

NOW, THEREFORE, in consideration of the making of the Loan and as an inducement to Lender to do so, and for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, Borrower and Lender agree as follows:

1. **Creation of Security Interest.** Borrower hereby grants to Lender a security interest in, and does hereby collaterally assign, pledge, mortgage, convey and set over unto Lender, any and all of Borrower's right, title and interest in, to and under the Redevelopment Agreement, together with the proceeds of the same which Borrower has or may have from time to time (collectively, "Collateral").

2. **Borrower's Liabilities.** This Assignment is made and given as collateral security for the prompt payment when due of any and all indebtedness, obligations and liabilities of Borrower to Lender, and evidenced by or secured by or otherwise provided in the Loan Agreement, the Note, the Security Instrument and/or any of the other Loan Documents, whether such indebtedness, obligations or liabilities are now existing or hereafter created, direct or indirect, absolute or contingent, joint or several, due or to become due, howsoever created, evidenced or arising and howsoever acquired by Lender, and any and all renewals, extensions or refinancings thereof (all of the foregoing are hereinafter collectively referred to as "Liabilities"). Upon full payment, performance and observance by Borrower of all Liabilities, this Assignment and the lien or charge created hereby or resulting herefrom automatically shall cease to exist.

3. **Representations, Warranties and Covenants of Borrower.** Borrower represents, warrants and covenants to Lender that:

(a) Borrower shall not sell, transfer, assign, pledge, encumber or mortgage all or any portion of the Collateral or any interest therein without the prior written consent of Lender, or permit anything to be done that may materially impair the value of any of the Collateral or the security intended to be afforded by this Assignment. Borrower shall not amend, modify or terminate the Redevelopment Agreement without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Borrower hereby irrevocably authorizes Lender at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) is comprised of all assets of the debtor or words of similar effect, regardless of whether any particular asset comprising a part of the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or (ii) as being of an equal or lesser scope as the grant of the security interest set forth herein, and (b) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether Borrower is an organization, the type of organization and any Organizational Identification Number issued to the Borrower, and (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Collateral relates. Borrower shall sign and execute alone or with Lender any other commercially reasonable document or

procure any documents and pay any connected costs, expenses and fees, including court costs and reasonable attorneys' fees, necessary to protect the security interest under this Assignment against the rights, interests or claims of third parties.

(c) Borrower shall reimburse Lender for all reasonable costs, expenses and fees, including court costs and reasonable attorneys' fees, incurred for any action taken by Lender to remedy an Event of Default (as such term is hereinafter defined) of Borrower under this Assignment or to enforce Lender's rights hereunder, including without limitation, expenses incurred pursuant to Sections 6(c), 6(d) and 7 below, together with interest on all said amounts at an annual rate equal to the Default Rate from and after the date which is ten (10) days after Lender demands reimbursement until the date reimbursed by Borrower.

(d) Borrower will punctually and promptly perform all covenants, agreements and conditions required to be performed by it under this Assignment and all of the documents, instruments, agreements and contracts constituting the Collateral.

(e) Borrower represents, warrants and covenants to Lender that it is the sole owner of all right, title and interest of the owner under all of the documents, instruments, agreements and contracts constituting the Collateral, and agrees that so long as any of the Liabilities remain unpaid, Borrower shall remain liable for all costs, fees and expenses which may be or become due and payable under the Collateral.

(f) Borrower agrees to take reasonable efforts to enforce performance by the other party to each document, instrument, agreement or contract constituting the Collateral of each and every material obligation, covenant, condition and agreement to be performed by such other party.

(g) Borrower has not performed any act which might prevent Borrower from performing its obligations hereunder or which would prevent Lender from enforcing its rights pursuant to the terms and provisions hereof.

(h) Until the Liabilities are paid in full, Borrower agrees promptly to deliver to Lender true, complete and correct copies of each agreement or contract comprising the Collateral.

(i) Borrower represents and warrants to Lender that (a) it has not executed any prior assignment of the Redevelopment Agreement or any other Collateral, nor has it performed any acts or executed any other instrument which might prevent Lender from operating under any of the terms and conditions of this Assignment, or which would limit Lender in such operation, (b) it has not executed or granted any modification whatsoever of the Redevelopment Agreement, either orally or in writing, and (c) the Redevelopment Agreement is in full force and effect and constitutes a valid and legally enforceable obligation of the parties thereto and that there are no defaults now existing thereunder as of the date hereof.

(j) Borrower agrees not to do, or suffer to be done, any of the following acts without the prior written consent of Lender: (a) cancel, terminate or surrender the

Redevelopment Agreement; (b) forgive any obligation under the Redevelopment Agreement; (c) request that the Village modify the Redevelopment Agreement; (d) assign its interest in the Redevelopment Agreement or any portion thereof; (e) fail to perform any obligation of Borrower in accordance with the provisions of the Redevelopment Agreement, which failure would constitute a default thereunder and which failure shall continue beyond any applicable cure period provided thereunder; or (f) make any payments to Village in violation of the terms of the Loan Agreement or this Assignment so long as this Assignment remains in effect.

4. **Limitation of Lender's Liability.** Notwithstanding anything to the contrary contained in any of the Collateral, the interest of Borrower therein is assigned and transferred to Lender by way of collateral security only, and the Lender by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Borrower under the Collateral, whether provided for by the terms thereof, arising by operation of law or otherwise. Borrower hereby acknowledges that Borrower shall remain liable for the due performance of Borrower's obligations under the documents, instruments, agreements and contracts constituting the Collateral to the same extent as though this Assignment had not been made. It is expressly intended, understood and agreed that this Assignment, the Loan Agreement, the Note, the Security Instrument, and the other Loan Documents are made and entered into for the sole protection and benefit of Lender and Borrower, and their respective successors and assigns (but in the case of assigns of Borrower, only to the extent permitted hereunder), and no other person or persons shall have any right of action hereunder or rights to the proceeds of the Loan at any time; that no third party shall under any circumstances be entitled to any equitable lien on the undisbursed proceeds of the Loan at any time. The relationship between Lender and Borrower is solely that of a lender and borrower, and nothing contained herein shall in any manner be construed as making the parties hereto partners or joint venturers or creating any other relationship other than lender and borrower.

5. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by Borrower of any of the covenants, agreements, representations, warranties or other provisions contained herein that is not cured within the applicable grace or cure period, if any, set forth in the Loan Agreement, or (b) any other Event of Default described in the Loan Agreement, the Note, the Security Instrument or any of the other Loan Documents. An Event of Default under this Assignment shall constitute an Event of Default under the Loan Agreement, the Note, the Security Instrument and the other Loan Documents.

6. **Remedies.** At any time upon or following the occurrence of any one or more Events of Default hereunder, Lender shall, upon notice provided in accordance with the Loan Agreement be entitled: (a) to declare all indebtedness secured hereby and by the Note and the other Loan Documents to be immediately due and payable; (b) to exercise any and all rights and remedies provided hereunder or under the other Loan Documents, as well as all remedies available at law and in equity; (c) to cure any Event of Default in such manner and to such extent as Lender may deem reasonably necessary to protect the security hereof, including without limitation, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender, and also the right to perform and discharge each and every obligation, covenant and agreement of Borrower under any of the documents, instruments, agreements and contracts constituting the Collateral, and in connection therewith, to pay necessary

costs and expenses, employ counsel and incur and pay attorneys' fees and expenses; and/or (d) either in person or by agent, with or without bringing any action or proceedings, or by a receiver to be appointed by a court at any time hereafter, to enforce any of the documents, instruments, agreements or contracts constituting the Collateral for its own benefit.

7. **Successor Developer Status.** Borrower covenants and agrees that, at Lender's option, in the event of the foreclosure of the Security Instrument or the granting of a deed in lieu thereof, Lender and any subsequent purchaser of the Property shall have the right to succeed to all of the right, title and interest of Borrower, as "Declarant" or "Developer" or under any other title, under any or all of the Collateral by recording a certificate in the official records of the county in which the Property is located stating that Lender or such subsequent purchaser of the Property has so elected, and such certificate shall conclusively establish that Lender or such subsequent purchaser of the Property, and any person claiming by or through Lender, is the "Declarant" or "Developer" or such other title, as applicable. Such certificate shall not require the consent, approval or joinder of Borrower, but Borrower hereby agrees to join in, consent to and approve such certificate upon written request. In addition to the foregoing, at Lender's option, in the event of the foreclosure of the Security Instrument or the granting of a deed in lieu thereof, pursuant to Section 15(H) of the Redevelopment Agreement, Borrower hereby agrees to (i) execute and deliver to Lender an assignment and assumption agreement, in form and substance reasonably acceptable to Lender and Village (as defined in the Redevelopment Agreement), of Borrower's rights and obligations under the Redevelopment Agreement, along with any other documents related thereto, as required by Lender, in Lender's reasonable discretion, and (ii) use commercially reasonable efforts to cause Village to provide consent to such assignment and assumption agreement.

8. **Waiver and Indemnity.** Borrower hereby agrees that no liability shall be asserted or enforced by Borrower against Lender in its exercise of the powers and rights herein granted, all such liability being hereby expressly waived and released by Borrower. Borrower hereby agrees to indemnify, defend and hold Lender harmless from and against any and all liability, expense, cost or damage which Lender may incur by reason of any act or omission of Borrower under any of the documents, instruments, or agreements constituting the Collateral. Notwithstanding anything contained herein to the contrary, the waiver and indemnification contained in this Section 8 shall not apply to any instance in which Lender has committed gross negligence or willful misconduct.

9. **Notices.** Any notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) sent by overnight express carrier, addressed in each case as follows:

To the Lender:	Fifth Third Bank, National Association 4 Park Plaza, Suite 600 Irvine, California 92614 Attn: Dave Robinson, Vice President
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With a copy to:	Holland & Knight LLP 787 Seventh Avenue, 31st Floor New York, New York 10019
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Attn: Jeffrey S. Page, Esq.

To the Borrower: DPIF4 IL 13 Pinnacle, LLC
5500 Equity Avenue
Reno, Nevada 89502
Attn: C. Douglas Lanning

With a copy to: Allen Matkins Leck Gamble Mallory & Natsis LLP
Three Embarcadero Center, 12th Floor
San Francisco, California 94111
Attn: Stephen P. Lieske, Esq.

To the Village Village of Romeoville
1050 W. Romeo Road
Romeoville, Illinois 60446
Attn: [____]

With a copy to: Rich Vogel
Tracy, Johnson & Wilson
2801 Black Road, Second Floor
Joliet, Illinois 60435

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next Business Day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third Business Day following the day sent or when actually received.

10. **Power of Attorney.** Borrower hereby irrevocably appoints Lender as its attorney-in-fact to exercise any or all of Borrower's rights in, to, and under the Redevelopment Agreement during the continuance of an Event of Default as provided herein, to give appropriate receipts, releases, and satisfactions on behalf of Borrower in connection with Village's performance under the Redevelopment Agreement, and to do any or all other acts, in Borrower's name or in Lender's own name, that Borrower could do under the Redevelopment Agreement with the same force and effect as if this Assignment had not been made. This power of attorney is coupled with an interest and cannot be revoked, modified or amended without the written consent of Lender.

11. **Counterparts; Electronic Signatures.** This Assignment may be executed in any number of counterparts, 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. Receipt of an executed signature page to this Assignment by electronic transmission shall constitute effective delivery thereof.

12. **Miscellaneous.** This Assignment and all rights and liabilities hereunder and in and to any and all Collateral shall inure to the benefit of Lender and its successors and assigns, and

shall be binding upon Borrower and its successors and permitted assigns. This Assignment and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of New York. All provisions of this Assignment shall be deemed valid and enforceable to the extent permitted by law. Any provision or provisions of this Assignment which are held unenforceable, invalid or contrary to law by a court of competent jurisdiction, shall be of no force or effect, and in such event each and all of the remaining provisions of this Assignment shall subsist and remain and be fully effective according to the terms of this Assignment as though such invalid, unenforceable or unlawful provision or provision had not been included in this Assignment. Time is of the essence of this Assignment, the headings of sections in this Assignment are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

13. **JURISDICTION AND VENUE.** BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT SHALL BE LITIGATED IN THE SUPREME COURT OF NEW YORK COUNTY, NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR, IF LENDER INITIATE SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THIS AGREEMENT. BORROWER WAIVES ANY CLAIM THAT ANY SUCH JURISDICTION IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD BORROWER, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, BORROWER SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST BORROWER AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND BORROWER HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

14. **WAIVER OF JURY TRIAL.** BORROWER AND LENDER, BY ITS ACCEPTANCE OF THIS ASSIGNMENT, HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BORROWER AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN BORROWER AND LENDER. THIS

PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

15. **WAIVER OF DEFENSES.** OTHER THAN CLAIMS BASED UPON THE FAILURE OF THE LENDER TO ACT IN A COMMERCIALY REASONABLE MANNER, BORROWER WAIVES EVERY PRESENT AND FUTURE DEFENSE (OTHER THAN THE DEFENSE OF PAYMENT IN FULL), CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH BORROWER MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING THIS ASSIGNMENT OR ANY OF THE LOAN DOCUMENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER.

16. **WAIVER OF SPECIAL DAMAGES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST LENDER, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, THE TRANSACTIONS CONTEMPLATED THEREBY, THE LOAN OR THE USE OF THE PROCEEDS THEREOF.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed as of the date first above written.

BORROWER:

DPIF4 IL 13 PINNACLE, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

Real property in the City of Romeoville, County of Will, State of Illinois, described as follows:

Tract 1:

Lot 1 and Outlot B in SOUTH CREEK INDUSTRIAL PARK UNIT 5, being a subdivision of part of the Southeast quarter of Section 8, Township 36 North Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded June 27, 2023 as document R2023031961, in Will County, Illinois.

Tract 2:

Non-Exclusive easement for installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining storm sewers, drainage-ways, stormwater detention and retention facilities, subsurface drainage systems and appurtenances and any and all manholes, pipes, connections, catch basins, inlets, outfalls, and such other installations as deemed appropriate, together with right of access, as created by Final Plat of subdivision of SOUTH CREEK INDUSTRIAL PARK UNIT 5 recorded June 27, 2003 as document no. R2023031961 upon, across, over, under and through the areas labeled "Drainage Easement" of Outlot A of said subdivision.