

GENERAL RELEASE

This General Release (this “**Release**”), dated _____, 2025 is in consideration of the mutual promises, covenants and agreements contained in, and pursuant to that certain Settlement and Deed-in-Lieu of Foreclosure Agreement (the “**Agreement**”), dated of even date herewith, between _____, [a Delaware limited liability company] (“**Holder**”), and the Undersigned.

1. The Undersigned hereby jointly and severally RELEASE and FOREVER DISCHARGE Holder from all Claims as defined in Paragraph 2 below, and jointly and severally agree to indemnify Holder and hold it harmless from any and all claims, losses, causes of action, costs and expenses of every kind or character in connection with the breach or enforcement of this Release.

2. As used in this Release, the term “Claims” means any and all possible claims, demands, actions, causes of actions, costs, expenses and liabilities whatsoever, known or unknown, at law or in equity, originating in whole or in part, on or before the date of this Release, with respect to the Property, the Loan and the Loan Documents described in the Agreement, which the Undersigned, or any of them, may now or hereafter have against Holder, if any, and irrespective of whether any such Claims arise out of contract, tort, violation of laws, or regulations, or otherwise arising out of the Loan Documents described in the Agreement and the Agreement itself, including, without limitation, any contracting for, charging, taking, reserving, collecting or receiving interest on any of the Loan Documents described in the Agreement.

3. This Release is accepted by Holder pursuant to the Agreement and shall not be construed as an admission of liability on the part of Holder.

4. The Undersigned hereby represent and warrant that the Undersigned are the current legal and beneficial owners of all Claims, if any, released hereby and have not assigned, pledged or contracted to assign or pledge any such Claim to any other person.

5. This Release shall be binding upon each of the Undersigned and their respective successors, legal representatives, heirs and assigns.

6. This Release reflects the entire Release intended to be effected by the Agreement.

7. This Release includes and shall run in favor of all of the following persons: Holder, its subsidiaries and affiliates, and their respective successors and assigns, servicing agents, directors, trustees, officers, agents, servants, employees and attorneys, past and present, forever.

8. This Release may be executed and delivered in counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. This Agreement may be executed and converted to a .pdf or .tif file format, and transmitted by electronic mail.

IN WITNESS WHEREOF, the Undersigned have caused this instrument to be executed as of the date of Closing under the Agreement.

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: _____
Printed Name: _____
Title: _____

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: _____
Printed Name: _____
Title: _____

ACCEPTED BY HOLDER:

By:_____

Printed Name:_____

Title:_____

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