

ASSIGNMENT OF INSURANCE PREMIUM REBATE

This Assignment is entered into as of _____, 2025, by and between **G&I IX MJW LAKE POINTE III & IV LLC**, a Delaware limited liability company, having a primary address _____ of _____ ("**Assignor**"), and _____, a [Delaware limited liability company], having a primary address of _____ ("**Assignee**").

WHEREAS, Assignor _____ owns _____ property located _____ at _____ (the "**Property**").

WHEREAS, Assignor maintains property insurance on the Property with _____ (the "**Carrier**") having a policy number of _____ (the "**Policy**").

WHEREAS, Assignor and Assignee are parties to a Settlement and Deed-in-Lieu Agreement of even date herewith (the "**Settlement Agreement**") and a condition of the Settlement Agreement is that Assignor assign any rights it has to any rebate, reimbursement or refund (the "**Rebate**"), if any, arising from Borrower's insurance coverage under the Policy to Assignee.

WHEREAS, Assignor desires to assign its rights in the Rebate to Assignee.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and sets over to Assignee all of its right, title and interest in and to any Rebate, and Assignor warrants and represents the Rebate to be free of any adverse liens, claims or encumbrances; provided, however, that his assignment shall only be effective upon the execution by the Carrier of the "Consent to Assignment" appearing at the end of this Assignment and the delivery to Assignee of such execution.

2. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

3. This Agreement may be executed in one or more counterparts, each bearing the signatures of one or more parties. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Agreement, a document signed and transmitted by electronic means (such as in PDF format via e-mail or via facsimile machine) is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

5. Assignor and Assignee hereby directs Carrier to make all future payments under the Policy to Assignee and delivered to such payee at _____, or to such other payee and address as Assignor and Assignee may hereafter mutually direct in writing.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

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: _____

ASSIGNEE:

By: _____
Printed Name: _____
Title: _____

CONSENT TO ASSIGNMENT

The undersigned, being the counterparty and insurer under the Policy acknowledges and consents to the foregoing Assignment of Insurance Premium Rebate. The undersigned further acknowledges and will perform consistent with the Assignor's and Assignee's instructions in the above Assignment of Insurance Premium Rebate as to the making of future payment of any Rebate in connection with the Policy.

Dated this ____ day of _____, 2025.

[insert name of Carrier above]

By: _____
Its: _____