

Related Fund Management, LLC
60 Columbus Circle, New York, NY 10023

February 8, 2019

RECIPIENT NAME/ADDRESS

Attn: _____

Union Point Commercial Property

In order to allow you and your affiliates to evaluate a possible transaction with respect to the above referenced property (the "Property"), we may deliver to you certain confidential information about the Property. All information about the Property furnished by us or any of our Representatives (as defined below), whether furnished to you or any of your Representatives before or after the date hereof, is referred to herein as "Proprietary Information." You acknowledge that Proprietary Information that may be disclosed hereunder may contain material, non-public information. Therefore, you acknowledge and understand and will inform your Representatives that federal securities law restricts any person who has material, non-public information from disseminating such information or from purchasing or selling securities of another person while in possession of material non-public information. **Proprietary Information does not include, however, information which: (a) is or becomes generally available to the public other than as a result of a disclosure by you or any of your Representatives, (b) becomes available to you or any of your Representatives on a non-confidential basis from a person other than us or any of our Representatives who is not known by you to be bound by a confidentiality agreement which prohibits the transmission of such information to you or any of your Representatives or (c) was available to you or any of your Representatives on a non-confidential basis prior to its disclosure to you or any of your Representatives by us or any of our Representatives.**

As used in this letter agreement, the term "Representative" means, as to any person, such person's affiliates and their partners, directors, officers, employees, agents, advisors (including, without limitation, financial advisors, counsel and accountants), and controlling persons. As used in this letter agreement, the term "person" shall be broadly interpreted to include, without limitation, any individual, corporation, partnership, joint venture, or other entity. You shall be responsible for any disclosure which your Representatives may make of any Proprietary Information as if you had made such disclosure.

Unless otherwise agreed to in writing by us, you agree (a) to keep all Proprietary Information confidential and not to disclose or reveal any Proprietary Information to any person other than those of your Representatives who are actively and directly participating in the evaluation of the Property on your behalf or who otherwise need to know the Proprietary Information for the purpose of evaluating the Property on your behalf, and to insure that such persons observe the terms of this letter agreement as if they were a party hereto in your place; (b) not to use Proprietary Information for any purpose other than in connection with the evaluation

of the Property on your behalf; and (c) not to disclose to any person (other than those of your Representatives who are actively and directly participating in the evaluation of the Property on your behalf or who otherwise need to know the Proprietary Information for the purpose of evaluating the Property on your behalf) any information about the Property, or the terms and conditions or any other facts relating thereto, including, without limitation, the fact that discussions are taking place with respect thereto or the status thereof, or the fact that the Proprietary Information has been made available to you or your Representatives. You shall be responsible for any breaches hereof by your Representatives.

You understand and agree that (i) you will not contact partners, employees, tenants, customers or suppliers of ours with respect to the Property or for the purpose of obtaining information for use in your evaluation of the Property, (ii) we and our Representatives shall be free to conduct the process relating to the Property in such manner as we, in our sole discretion, shall determine (including, without limitation, negotiating with any other prospective parties and entering into an agreement to effect any transaction with other parties without prior notice to you or any other person), and (iii) nothing in this letter agreement shall create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity, or impose any obligation upon either party to consummate a transaction, to enter into any discussion or negotiations with respect thereto, or to take any other action not expressly agreed to herein.

Notwithstanding anything to the contrary contained in this letter agreement, in the event that you or any of your Representatives are required by applicable law, regulation, legal process, or regulatory authority to disclose any Proprietary Information or any information relating to the Property, you agree that you will provide us with prompt notice of such requirement in order to enable us to seek an appropriate protective order or other remedy, to consult with you with respect to our taking steps to resist or narrow the scope of such request or legal process, or to waive compliance, in whole or in part, with the terms of this letter agreement. If, in such event, we have not provided you with a protective order or other remedy or waiver of the terms of this letter agreement in sufficient time for you or your Representative to avoid unlawful non-disclosure of such Proprietary Information or other information, you or such Representative may disclose such Proprietary Information or such other information pursuant to such law, regulation, or in such legal process, or to such regulatory authority, as the case may be, without liability to us.

Upon our written request, promptly deliver to us all Proprietary Information, including all copies, reproductions, and extracts thereof in your possession or in the possession of any of your Representatives, and you and your Representatives will destroy all other documents or records prepared by you or by your Representatives that are based on, derived from, or otherwise reflect Proprietary Information other than Proprietary Information which has been electronically or digitally delivered, stored or processed and cannot be returned or destroyed without undue burden or cost (in which event, you shall continue to keep such Proprietary Information confidential in accordance with the terms hereof).

Except as otherwise indicated herein, your obligations under this letter agreement shall terminate one (1) year from the date of this letter agreement.

The interpretation and enforcement of this letter agreement shall be governed by the laws of the State of New York without reference to the conflict of law principles thereof. You hereby (a) irrevocably consent and submit to the jurisdiction of any Federal, state, county or municipal court sitting in the State and City of New York in respect to any action or proceeding brought therein by us against you concerning any matters arising out of or in any way relating to this letter agreement, and agree that any action under this letter agreement may be brought in such court; (b) irrevocably waive personal service of any summons and complaint and consent to the service upon you of process in any such action or proceeding by mailing of such process to you at your address set forth herein and hereby agree that such service shall be deemed sufficient; (c) irrevocably waive all objections as to venue and any and all rights you may have to seek a change of venue with respect to any such action or proceedings.

You acknowledge that the obligations of confidence required hereunder are extraordinary and unique and are vital to our success and that damages at law would be an inadequate remedy for any breach or threatened breach of this letter agreement by you or your Representatives. Therefore, in the event of a breach or a threatened breach by you or your Representatives of any provision of this letter agreement, we shall be entitled, in addition to all other rights or remedies to which we are entitled, to an injunction restraining such breach, without being required to show any actual damage or to post any bond or other security. It is further understood and agreed that no failure or delay by either party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

You understand that we expressly disclaim any and all liability for representations or warranties, express or implied, contained in the Proprietary Information, or omissions from the Proprietary Information or in any other written or oral communications transmitted or made available to you except as may hereafter be set forth in a definitive written agreement between us. You agree that we shall not have any liability to you resulting from the use of or reliance upon the Proprietary Information.

You represent that you are acting as principals on this transaction without a broker and that, if you choose to employ a broker, you shall do so at your sole cost and expense. Therefore, you agree to indemnify and hold us harmless from and against any and all loss, costs, damages and judgments (including reasonable attorneys' fees and disbursements) arising from the claim(s) of any brokers alleging to have dealt with or through you in connection with the Property.

This letter agreement contains the entire agreement between you and us, and no modification of this letter agreement or waiver of the terms and conditions hereof shall be binding upon you or us, unless approved in writing by you and us. This letter agreement shall be binding upon and shall inure to the benefit of each party hereto and their respective successors and permitted assigns. Any assignment of this letter agreement by you without our prior written consent shall be void. This letter agreement is the entire agreement between the parties, and supersedes all prior agreements between the parties related to the subject matter hereof. This letter agreement may be executed in counterparts, each of which shall be deemed to be an

original and which, together, shall be deemed to be a single document. Signatures delivered by telecopy or pdf shall have the same effect as original signatures.

The invalidity or unenforceability of any provision of this letter agreement shall not affect the validity or enforceability of any other provision of this letter agreement, which shall remain in full force and effect. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this letter agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. The persons signing on behalf of the respective parties hereto are duly authorized to execute and deliver this letter agreement and to bind their respective parties.

[signature page follows]

Please confirm your agreement with the foregoing by executing and returning the undersigned duplicate copy of this letter agreement enclosed herewith.

Very truly yours,

Related Fund Management, LLC

By: _____
Name:
Title:

Confirmed and accepted as of the date first above written:

By: _____
Name:
Title: