

**CONFIDENTIALITY AGREEMENT**  
**[MetLife disclosing information]**

Ladies and Gentlemen:

In connection with proposed sale (“**Proposed Transaction**”) regarding the property or properties known as 1960 Grand (the “**Property**”) that may be acquired by an entity or entities managed by MetLife Investment Management, LLC (“**MetLife**”), you will be provided with confidential information from MetLife, and/or one or more of its affiliates, representatives, advisors, or appraisers (“**Delivering Party**”) or its broker (if any, the “**Broker**”) relating to the Proposed Transaction. In furnishing such confidential and/or proprietary information (collectively, the “**Evaluation Materials**”), you agree to preserve the confidential nature of all such information; provided, however, that there shall be no obligation under this letter agreement with respect to any Evaluation Materials which (i) is or becomes generally available to the public; (ii) becomes available to you or your Representatives (defined below) from a third party which is not to your knowledge under any obligation to maintain the confidentiality of such information; (iii) was independently developed by or for you or your Representatives without making reference to the Evaluation Materials; (iv) that is already known to you or your Representatives; or (v) that has been approved for disclosure by express written approval of MetLife, Delivering Party or Broker (*if any*). The term “Evaluation Materials” includes any and all non-public, proprietary data and information, in any medium (including, without limitation, electronic files) and any other information relating to the Property or the Proposed Transaction, and any other writings, notes, materials or other data created by you or your Representatives which incorporate or rely on all or any portion of the Evaluation Materials, and copies of all of the same.

You agree that the Evaluation Materials will be used solely for the purpose of evaluating your interest in the Proposed Transaction. You understand and acknowledge that neither MetLife nor Delivering Party nor Broker (*if any*) makes any representation or warranty as to the accuracy or completeness of the Evaluation Materials or the condition of the Property in any manner. Neither MetLife, nor Broker (*if any*) nor Delivering Party is under any obligation to notify or provide any further information to you if either MetLife, Broker (*if any*) or Delivering Party becomes aware of any inaccuracy, incompleteness or change in the Evaluation Materials. You and your Representatives shall rely only on your own due diligence and investigation of the Property, including but not limited to any financial, title, environmental, physical, tenant or any other matters.

You agree not to (i) disclose the fact that discussions or negotiations are taking place concerning the Proposed Transaction or any of the terms thereof or (ii) disclose, publish or disseminate, and you shall prevent disclosure, publication, or dissemination of the Evaluation Materials by your Representatives, except as specifically permitted by the terms of this letter agreement. You further agree not to discuss the Proposed Transaction with any tenant, lender, servicer, special servicer, investor, partner, or ground lessor of, or agent for, the Property without prior written consent of MetLife. You are authorized to disclose the Evaluation Materials to your affiliates, directors, officers, partners, investors, employees, advisors, agents and consultants (*and lenders and/or co-lenders, if applicable*) who need to know such information for the purpose of evaluating the Proposed Transaction (collectively, “**Representatives**”); provided, however, that such Representatives will be informed by you of the confidential nature of such information and will be directed by you to treat such information confidentially and to otherwise comply with all of the provisions of this letter agreement. You will be responsible for a breach of the terms of this letter agreement by your Representatives.

Notwithstanding anything herein to the contrary, in the event that you or any of your Representatives becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Evaluation Materials, you will provide MetLife with prompt written notice of such requirement so that MetLife may seek a protective order or other appropriate remedy. If no such protective order or other remedy is obtained, then you may disclose only that portion of the Evaluation

Materials that in the reasonable opinion of your legal counsel is legally required to be disclosed and shall exercise all commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Evaluation Materials.

Upon MetLife's written demand, or when you terminate any discussions or negotiations with respect to the Proposed Transaction, you will promptly return all Evaluation Materials previously delivered to you, provided, however you may retain such copies of the Evaluation Materials as are required for regulatory purposes or your internal document retention policies.

You represent that you are a principal and not an agent of or acting on behalf of any other party in connection with the Proposed Transaction. You will not look to Broker (*if any*), MetLife or to Delivering Party for any brokerage commission, finder's fee, or other compensation in connection with the Proposed Transaction. **You acknowledge that you have not had any discussion regarding the Property or the Proposed Transaction with any broker or agent other than Broker (if any).**

You acknowledge that in the event you and/or any of your Representatives breach any of the provisions of this letter agreement, MetLife may be irreparably harmed. Accordingly, you agree that MetLife may seek the granting of injunctive or other equitable relief in favor of MetLife without proof of actual damages (provided that the foregoing shall not diminish any burden of proof on MetLife in a suit for monetary damages). Such injunctive or equitable relief will not be the exclusive remedy for a breach of this letter agreement but will be in addition to all other remedies available at law or in equity. The provisions of this Section shall survive the expiration of earlier termination of this Agreement.

It is understood and agreed by all parties that (i) no party is under any obligation to enter into or consummate any transaction related to the Evaluation Materials including the Proposed Transaction, (ii) either party may terminate its consideration of the Proposed Transaction and any negotiations related to the Proposed Transaction at any time for any reason or no reason, and (iii) no party shall have any obligation to proceed with the Proposed Transaction unless and until such obligations are set forth in a definitive written agreement in form and substance acceptable to all parties that is executed and delivered after the date hereof.

The obligations of this letter agreement shall terminate two (2) years from the date of this letter agreement.

You agree that this letter agreement will be governed and construed in accordance with the laws of the State in which the Property is located (or if there is more than one Property and such Properties are located in different states, the State of New York) without giving effect to choice of law doctrines.

This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes, in their entirety, any prior or contemporaneous agreements or understandings, oral or written, between the parties. Any signed Agreement that is delivered by electronic means shall be deemed to have the same effect as an original.

Company:

\_\_\_\_\_  
a \_\_\_\_\_

**By:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Accepted and Agreed to this \_\_ day of \_\_\_\_\_, 202\_\_