

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "**Agreement**") is from the undersigned ("**Investor**") for the benefit of Falcon Realty Investments, LLC ("**Owner**"). In connection with a contemplated sale of a commercial property called Jackson Square Office II (the "**Property**"). Investor has or will receive certain investment memoranda, documents, studies and other materials collectively, the ("**Documents**") from Owner and/or Morton G. Thalhimer Inc. ("**Agent**").

The Documents do not purport to provide a complete or fully accurate summary of the Property or matters related thereto, nor do they purport to be all-inclusive or to contain all of the information which prospective buyers or lenders may need or desire. Any financial projections included in the Documents are based on several assumptions and are therefore subject to material variations. Interested and qualified prospects will receive additional information and an opportunity to inspect the Property. Neither Owner, Agent nor any of Owner's agents, officers, members or principals, has made or will make any representations or warranties, express or implied, concerning the Property or the accuracy or completeness of the Documents, and no legal commitment or obligation shall arise by reason of the Documents or their contents. Investor is solely responsible for the analysis and verification of the information contained in the Documents.

Except for information contained in the Documents, which is a matter of public record, the Documents and their contents are confidential. Investor shall hold and treat the Documents in the strictest confidence and shall not photocopy or duplicate the Documents (or any part thereof) or otherwise disclose the contents thereof except to Investor's contractors, legal counsel, financial advisors, investors and third-party advisors retained by Investor (individually, a "**Permitted Party**" and collectively, "**Permitted Parties**"). Prior to distributing the Documents or disclosing any part thereof to any Permitted Party, Investor shall make all Permitted Parties aware of the terms of this Confidentiality Agreement and obtain such Permitted Party's agreement to abide by the terms hereof. Investor shall be responsible for any breach of this Confidentiality Agreement by any Permitted Party.

Owner, in its sole discretion, may reject any or all expressions of interest or offers regarding the Property and/or terminate discussions with Investor or any other party at any time with or without notice. Owner has no legal commitment or obligation to any party reviewing the Documents or making an offer regarding the Property except to the extent set forth in a binding written agreement fully executed, delivered and approved by Owner and its legal counsel, with all conditions to Owner's obligations thereunder satisfied or waived. Agent is not authorized to make any representations or enter into any agreements on behalf of Owner.

Without prejudice to any other rights or remedies available to Owner, Owner shall be entitled to injunctive and other equitable relief if Investor or any Permitted Party breaches or threatens to breach any provision of this Agreement.

Investor acknowledges that it is a principal or an investment advisor in connection with Investor's consideration of the Property offering. Investor acknowledges that Investor has not dealt with any broker other than Agent regarding the Property, or if Investor has dealt with any other broker other than those previously noted, Investor shall indemnify Owner and Agent against any compensation, liability or expense arising from claims by any other broker or other party (excluding Agent and those previously noted) with which Investor had dealings with in connection with the Property. Upon demand, Investor shall deliver to Owner all of the Documents (including any copies given to any Permitted Party) and shall not retain a copy of any Document.

Please sign and return via email to jamie.scully@thalhimer.com

Acknowledged and Agreed to:

(sign here)

Name:
Company:
Physical Address:

Date:
Title:
Email Address:
Phone:

(sign here)

Name:
Company:
Physical Address:

Date:
Title:
Email Address:
Phone: