

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "**Agreement**") is entered into by the undersigned ("**Recipient**") for the benefit of Crescent Riverwalk LLC ("**Owner**"), as of the date inserted below Recipient's signature to this Agreement, or if no date is provided, the date upon which Recipient sends an executed copy of this Agreement to Owner or a representative of Owner (the "**Effective Date**"). Owner, directly or indirectly, owns the real property commonly known as the Novel Riverwalk located at 109 W. Fortune Street, Tampa, Florida (the "**Property**"). Recipient is considering purchasing the Property from Owner (the "**Potential Transaction**"). Prior to Owner providing Recipient information concerning the Property and the Potential Transaction, Recipient must enter into this Agreement.

In consideration of being provided Confidential Information and other good and valuable consideration that Recipient hereby acknowledges, Recipient agrees as follows:

1. The term "**Confidential Information**" as used herein means, collectively, (a) all information furnished by or on behalf of Owner regarding the Property, the Property's operation and/or the Potential Transaction, (b) all analyses, notes, summaries or computer files generated by or for Recipient which are based upon or incorporate the information referred to in clause (a), and (c) the existence or potential existence of the Potential Transaction, as well as items and terms discussed or negotiated in connection with the Potential Transaction. Notwithstanding the preceding sentence, "Confidential Information" shall not include information which (i) was in Recipient's possession prior to the Effective Date (provided that, to Recipient's knowledge, the source of the information was not prohibited from transmitting it to Recipient) or (ii) is or becomes publicly known, except for any such information that becomes publicly known because of disclosure by Recipient or its Representative (as hereafter defined) in violation of this Agreement. To the extent Confidential Information is required to be disclosed pursuant to judicial or regulatory action, law or similar legal process, Recipient may disclose such information provided that Recipient (1) promptly, and prior to disclosure, notifies Owner of the existence, terms and circumstances surrounding the requirement, (2) consults with Owner on the advisability of taking legally available steps to resist or narrow such requirement, (3) cooperates with Owner in preparing and filing protective orders or other filings made to resist or narrow the disclosure of Confidential Information, and (4) if disclosure of such information is required, discloses only that portion of the Confidential Information that is legally required to be disclosed and takes reasonable steps to attempt to obtain or help Owner obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed information. Within five (5) business days of the written request of Owner, but in no event later than the date in which Recipient is no longer actively pursuing the Potential Transaction or is no longer engaged in active, substantive conversations with Owner regarding the Potential Transaction, Recipient must return to Owner and/or destroy the Confidential Information. Within five (5) business days of the written request by Owner, Recipient shall deliver to Owner a written certification that all Confidential Information has been returned or destroyed in accordance with this Agreement.

2. Recipient agrees that the Confidential Information will be used solely in connection with Recipient's evaluation of the Potential Transaction and that the Confidential Information must be kept strictly confidential by Recipient and its Representatives. Recipient will not disclose Confidential Information or permit it to be disclosed to any other party, provided, however, that Confidential Information may be disclosed (and copies provided) to Recipient's directors, officers, employees and advisors (collectively, "**Representatives**"), but only to the extent necessary to evaluate the Potential Transaction, and, provided further, that such Representatives have agreed to be bound by the terms of this Agreement. Recipient shall be responsible for any disclosure by its Representatives of the Confidential Information that is not expressly authorized hereby. Recipient agrees to be responsible for enforcing the confidentiality provisions herein with respect to its Representatives. Within five (5) business days following Owner's request therefor, Recipient shall provide the names and addresses of all Representatives to whom Recipient has provided Confidential Information. Except (a) in the ordinary course of business unrelated to the Potential Transaction, or (b) at the written request or upon written permission of Owner (and only to the extent specifically permitted by such written request or permission), neither Recipient, nor any of its Representatives, shall directly or indirectly communicate with any tenants, property manager, leasing agents, service contractors, lien holders or other parties with any interest in or contractual relationship affecting the Property. Recipient shall not contact any governmental authority regarding the Property without the prior written consent of Owner.

3. Recipient for itself and on behalf of its Representatives, acknowledges and agrees that Owner and its affiliates, agents and advisors, and their respective officers, directors, employees, agents or controlling persons (collectively, "**Owner Parties**"), have not made nor hereby make any express or implied representations or warranties as to the accuracy or completeness of the Confidential Information. None of the foregoing persons shall have any liability to Recipient or its Representatives relating to or arising from the use of any Confidential Information or for any errors therein or omissions

therefrom. Recipient and its Representatives are not entitled to rely on the accuracy or completeness of the Confidential Information. Recipient agrees to rely solely on its own independent investigation, analysis, appraisal and evaluation of the facts and circumstances in connection with the Potential Transaction.

4. Owner, in its sole discretion, may conduct a process for determining whether to pursue the Proposed Transaction. The procedures for such process shall be determined solely by Owner. Owner may enter into discussions with third parties regarding the Proposed Transaction (including, without limitation, negotiating and entering into a definitive agreement with any third party without notice to Recipient). Owner reserves the right to change (in its sole discretion, at any time and without notice) the procedures relating to Owner's and Recipient's consideration of the Proposed Transaction. This Agreement is not an offer and shall not be construed as such. Owner is under no obligation to enter into the Potential Transaction by virtue of this Agreement. Owner may discontinue its engagement in the Proposed Transaction at any time for any reason or no reason in Owner's sole discretion and without notice to Recipient.

5. In the event of any breach of this Agreement by Recipient or any Representative, Owner would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, without prejudice to any rights and remedies otherwise available to them, Owner shall be entitled (a) to equitable relief by way of injunction in the event of a breach of any provision of this Agreement, and (b) to compel specific performance, in each case without the need for proof of actual damages. Recipient agrees to indemnify Owner Parties for any losses, claims, damages, costs and expenses, including reasonable attorneys' fees, such party or parties may incur or suffer in connection with the breach of this Agreement and/or its enforcement.

6. This Agreement shall be binding upon Recipient's successors and assigns and shall inure to the benefit of and be enforceable by the respective successors and assigns of Owner. Owner Parties shall be deemed the beneficiaries of this Agreement, and shall be entitled to all the rights and remedies accorded to such parties at law or in equity. This Agreement shall be governed by the laws of the state of the state where the Property is located. This Agreement may be waived, amended or modified only by a written instrument signed by Owner and Recipient, which shall set forth specifically the provisions of this Agreement that are to be so waived, amended or modified. A reproduced counterpart of this Agreement delivered by electronic email transmission (including through the use of portable document format, "pdf") shall be valid and binding. This Agreement cannot be waived, amended or modified by electronic communication. Time is of the essence in connection with the performance of Recipient's and its Representative's obligations pursuant to this Agreement.

7. The term of this Agreement shall be two (2) years from the Effective Date; provided, that if Owner delivers a written notice to Recipient of any claim or cause of action arising hereunder during such two (2) year period, then such claim or cause of action shall survive said two (2) year period.

Recipient has executed this Agreement to be effective as of the Effective Date.

RECIPIENT:

_____ (Recipient legal entity name)

By: _____ (Signature)

Name: _____

Title: _____

Date: _____

Address: _____

Email: _____