

STRICTLY PRIVATE AND CONFIDENTIAL – EXECUTION VERSION

[REDACTED] Avenue, Phoenix, AZ
\$230,000,000 Leasehold First Mortgage Loan
Summary of Indicative Loan Terms and Conditions

July 23rd, 2021

The following is a preliminary Summary of Indicative Loan Terms and Conditions (“**Term Sheet**”) for a proposed loan (the “**Loan**”) to fund construction of the Project (defined below). The indicative terms set forth herein do not include all of the terms and conditions of the Loan but set forth a preliminary framework upon which Related Real Estate Debt Fund, L.P. (“**RDF**”), on behalf of certain affiliates and co-investors, would be willing to consider underwriting the Loan. The indicative terms and conditions set forth herein are subject to change without notice. Under no circumstances shall this Term Sheet constitute or be deemed to constitute a legally binding commitment on the part of Agent or any other affiliated person or entity, nor shall it be construed as an undertaking by Agent to issue or arrange a commitment. Any proposed Loan shall be subject to, among other things, Agent’s satisfaction in its sole and absolute discretion with their Due Diligence Review and the other matters described herein, the approval by Agent’s credit authorities, and the execution and delivery of documentation satisfactory in form and substance to Agent and their respective legal counsel. Subject only to the paragraphs below entitled “**Exclusivity**”, “**Out of Pocket Expenses**”, “**Broker**”, “**Amendments**”, and “**Confidentiality**”, no rights, obligations or liabilities of any kind or nature whatsoever shall arise on the part of Borrower, Guarantor, Agent or their respective affiliate persons or entities as the result of the provisions of this Term Sheet.

Agent: [REDACTED], LLC, or its affiliates (“**Agent**”), each a subsidiary of Related Fund Management LLC.

Borrower: [REDACTED], LLC, an existing bankruptcy-remote special purpose limited liability company (or similar entity approved by Agent) which is the owner of the Property (“**Borrower**”). For an existing owner, recycled-entity certifications will be required as part of the single-purpose entity representations and covenants.

Sponsor: M [REDACTED] Corporation and (TBD) (collectively, the “**Sponsor**”).

Property / Project: Development of (i) 362 multifamily units totaling 272,528 NRSF (the “**Multifamily Component**”), (ii) 244 student housing units totaling 712 beds and 228,836 NRSF (the “**Student Housing Component**”), (iii) 35,877 NRSF of retail (the “**Retail Component**”), (iv) 73,221 NRSF of office (the “**Office Component**”), and (v) 430 parking spaces (collectively, the “**Project**”) located at 300 N Central Avenue, Phoenix, AZ (the “**Project**” or the “**Property**”).

Term: Thirty-six (36) months from the Closing Date (the “**Initial Term**”) with two (2), twelve (12) month extension options (“**Extension Options**”), subject to satisfaction of the Extension Conditions.

Closing Date (anticipated): On or about September 5th, 2021 (the “**Closing**” or “**Closing Date**”)

Loan Amount: The Loan Amount shall be up to \$230,000,000, (the “**Loan Amount**”), subject to the lesser of (i) 75% of Agent-approved Project costs, (ii) 67% of Agent approved stabilized value, and (iii) a stabilized Debt Yield of 7.00% as determined by Agent. Loan proceeds will be made available for Agent-approved project costs subsequent to Sponsor funding its required equity. The Loan, subject to Agent’s sole discretion, may be bifurcated into a mortgage loan and a mezzanine loan. The Loan shall fund monthly in amounts no less than \$4,000,000 (with interest advanced monthly as incurred).

Interest Rate: The Loan Amount shall bear an interest rate of 30-day LIBOR *plus* 7.00% per annum (“**Interest Rate**”). Interest shall be paid in full on a current monthly basis and will be calculated on an actual/360-day convention, and LIBOR shall have a floor of the greater of (i) 0.25% or (ii) LIBOR on the day of closing, and be rounded up to the nearest 1/100th percent. The Loan documents will include provisions governing the phase out and replacement of LIBOR with an alternative index in a manner generally consistent with the recommendations of the ARRC of the New York Federal Reserve.

Interest Rate Protection: Prior to funding, Borrower shall enter into an interest rate cap agreement in a notional principal amount equal to the Loan Amount, capping LIBOR at the strike rate of 1.00% for the Initial Term of the Loan. The notional principal amount of the interest rate cap may track 100% of the projected