

**REAL ESTATE PRIVATE EQUITY INC.**

November [\_\_\_], 2009

Lehman Commercial Paper Inc.  
1271 Avenue of the Americas  
New York, NY 10020

Ladies and Gentlemen:

Reference is made to that certain (i) Loan and Security Agreement, dated as of August 28, 2008 (as amended, restated or supplemented, the "Adams Mark Loan Agreement") between Lehman Commercial Paper Inc. ("LCPI") and Adams Mark Mezz Holdings LLC ("Adams Mark") with respect to a loan in the maximum principal amount of \$29,000,000 made by LCPI to Adams Mark (the "Adams Mark Loan"), (ii) Loan and Security Agreement, dated as of August 28, 2008 (as amended, restated or supplemented, the "Irvine Loan Agreement") between LCPI and Irvine Mezz Holdings LLC ("Irvine") with respect to a loan in the maximum principal amount of \$37,000,000 made by LCPI to Irvine (the "Irvine Loan"), and (iii) Loan and Security Agreement, dated as of August 27, 2008 (as amended, restated or supplemented, the "Archstone Loan Agreement"; and together with the Irvine Loan Agreement and the Adams Mark Loan Agreement, the "Loan Agreements"; and together with the other documents and instruments executed and delivered with respect to the Loans (as hereinafter defined), the "Loan Documents"), between LCPI and Archstone TIC Mezz Holdings LLC ("Archstone"; and together with Adams Mark and Irvine, the "Borrowers") with respect to a loan in the maximum principal amount of \$200,000,000 made by LCPI to Archstone (the "Archstone Loan"; and together with the Adams Mark Loan and the Irvine Loan, the "Loans" and each a "Loan"). Capitalized terms used in this letter agreement (this "Letter Agreement") and not defined herein shall have the same meanings as such terms have in the Loan Agreements. In connection with a transaction consummated contemporaneously herewith pursuant to which control of each of the Borrowers and the respective Joinder Party under each of the Loans has been transferred, directly or indirectly, to PCCP, LLC and/or certain of its Affiliates (as hereinafter defined), LCPI and Real Estate Private Equity Inc. ("REPE"; and together with LCPI, the "Parties") desire to enter into this Letter Agreement in order to provide certain irrevocable and unconditional releases to one another with respect to the Loans and the Loan Documents subject to the occurrence of the conditions specified below, as more fully set forth in herein.

With respect to any Transferred Asset (as hereinafter defined), effective as of the applicable Transfer Date (as hereinafter defined) for such Transferred Asset and subject in all respects to the occurrence of the Transfer Date for the applicable Transferred Asset, (i) REPE does hereby, automatically and without any further act, irrevocably and unconditionally waive and release LCPI (in such capacity, the "LCPI Released Party") from all claims that relate to such Transferred Asset and the applicable Loan Documents relating to such Transferred Asset and (ii) LCPI does hereby, automatically and without any further act, irrevocably and unconditionally waive and release REPE, its successors and the REPE Affiliates (in such capacity, the "REPE Released Parties"; and together with the LCPI Released Party, the "Released Parties") from all claims that relate to such Transferred Asset and the applicable Loan Documents relating to such Transferred Asset (collectively, the "LCPI Transferred Asset Claims"). The Parties acknowledge, agree and confirm (i) that the foregoing releases shall automatically become effective with respect to any Transferred Asset on (and subject to the occurrence of) the applicable Transfer Date for such Transferred Asset and (ii) to the extent that a Transferred Asset consists of only a portion of a Loan, the releases given herein shall only be effective with respect to the portion of such Loan as to which a Transfer has occurred and the Released Parties shall not be released hereunder with respect to any portion of a Loan as to which a Transfer has not occurred. For the avoidance of doubt, the

parties hereto acknowledge and agree that, under no circumstance shall any release given by LCPI to the REPE Released Parties with respect to any Transferred Asset upon the occurrence of the applicable Transfer Date with respect such Transferred Asset, operate to release PCCP, LLC or its Affiliates with respect to any LCPI Transferred Asset Claims which may be held by LCPI with respect to such Transferred Asset.

Concurrently with the execution of this Letter Agreement, each Loan Document will be amended in the form attached hereto as Exhibit A. For the avoidance of doubt, no transferee of a Transferred Asset shall have recourse to REPE, its successors or any of the REPE Affiliates in connection with the Loans.

For purposes of this Letter Agreement, the following terms shall have the following meanings:

a. “Affiliate” shall mean, with respect to any Person, any other Person which, directly or indirectly, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” means possession, directly or indirectly, of the power (i) to vote 50% or more of the securities or other ownership interests in a Person or (ii) to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or other ownership interests in such Person, by contract, or otherwise.

b. “Excluded Transactions” shall mean any spin off, assignment or other transfer of interest by LCPI of all or any part of a Loan that is undertaken in connection with the LCPI bankruptcy case (whether pursuant to a plan of reorganization, Section 363 sale or otherwise) to an entity majority owned by LCPI’s creditors and other stakeholders (such entity, an “Excluded Transaction Assignee”); provided that any subsequent transfer by such Excluded Transaction Assignee of all or any part of a Loan shall not constitute an Excluded Transaction.

c. “Person” shall mean any individual, general partnership, limited partnership, corporation, professional corporation, company, bank, voluntary association, joint venture, limited liability company, trust, business trust, cooperative, association, governmental authority or any other legally recognized entity.

d. “REPE Affiliates” shall mean the Affiliates of REPE set forth on Schedule I hereto.

e. “Transfer” shall mean the sale, transfer, assignment, conveyance or other disposition by LCPI of its interest in any Loan or portion thereof to a Person other than an Affiliate of LCPI; provided, however, in no event shall any of the following constitute a “Transfer”: (i) the granting or incurrence of a lien, encumbrance or charge or a transaction (however structured) which is entered into by LCPI for the purpose of obtaining financing or partial liquidity (including, without limitation, any repurchase agreement, participation agreement or similar transaction) with respect to a Loan or any portion thereof; or (ii) any sale, transfer, assignment, conveyance or other disposition of any Loan or any portion thereof effectuated as part of any Excluded Transaction.

f. “Transfer Date” shall mean the date on which a Transfer has occurred with respect to a Transferred Asset.

g. “Transferred Asset” shall mean any Loan or any portion thereof with respect to which a Transfer has occurred.

This Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.

The Parties acknowledge and agree that any suit, action, dispute or proceeding against any Party or any of its assets arising out of or relating to this Letter Agreement shall be brought in the United States Bankruptcy Court for the Southern District of New York, and each Party hereby irrevocably and unconditionally attorns and submits to the exclusive jurisdiction of such court over the subject matter of any such suit, action, proceeding, dispute or controversy arising from or related to this Letter Agreement.

THE PARTIES HERETO DO HEREBY INTENTIONALLY, KNOWINGLY, VOLUNTARILY, UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY RIGHT WHICH THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LETTER AGREEMENT.

If you are in agreement with the foregoing, please sign and return one copy of this Letter Agreement, which thereupon will constitute our agreement with respect to the subject matter hereof.

*[The remainder of this page is intentionally left blank.]*

Very truly yours,

**Real Estate Private Equity Inc.**, a Delaware  
corporation

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

Name:

Title:

**AGREED TO AND ACKNOWLEDGED BY:**

**Lehman Commercial Paper Inc.**, a New York  
corporation, as Debtor and Debtor in Possession  
in its chapter 11 case in the United States Bankruptcy  
Court for the Southern District of New York, Case No.  
08-13555 (JPM)

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

Name:

Title: