

## **EQUITY DONATION AGREEMENT**

**THIS EQUITY DONATION AGREEMENT** (this “**Agreement**”) is entered into as of the last date of execution on the signature page hereto (“**Effective Date**”), by and between Second Century Foundation, a Delaware nonstock corporation, d/b/a Foundation for Innovation in Real Estate (“**Company**”), and the individual or entity set forth on the signature page hereto (“**Donor**”) (Company and Donor each a “**Party**” and collectively, the “**Parties**”).

Donor is the owner of equity in that certain entity in such amount as is listed on the signature page hereto (the “**Equity**”), and Donor wishes to donate the Equity to Company, effective as of the Effective Date. In consideration of the mutual covenants and representations herein set forth, the Parties agree as follows:

**1. Donation and Acceptance.** Subject to the terms and conditions set forth in this Agreement and upon the basis of the representations, warranties, and covenants contained in this Agreement, the Donor hereby agrees to donate the Equity to Company and the Company hereby accepts such donation. Donor agrees to deliver to Company any such documents and certificates as may be necessary for Company to accept the donation and fully own the Equity, and the Parties shall conduct any formalities required for the completion of the donation of the Equity to Company in accordance with any applicable laws and regulations.

**2. Representations and Warranties.** Donor hereby represents and warrants that on the Effective Date: (i) Donor is the sole and undisputable owner and possessor of the Equity, which is the subject of this Agreement; (ii) the Equity is free of any charge, lien, option, warrant, reference, claim, or assessment of any kind, nature, or description; (iii) and the Donor has full capacity and power to enter into this Agreement and the agreements contemplated herein.

**3. Expenses.** Each Party shall be liable for the costs and expenses incurred by it due to the execution of this Agreement.

**4. Private and Confidential.** The Parties agree to keep the contents of this Agreement and all information relating to it strictly private and confidential.

**5. Miscellaneous.** This Agreement is the sole agreement and understanding between Parties concerning its subject matter, and it supersedes all prior agreements and understandings between the Parties with respect to such matters. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. In the event any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**COMPANY:**

**Second Century Foundation d/b/a Foundation for Innovation in Real Estate**  
a Delaware limited liability company

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

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

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

**DONOR:**

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

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

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