

CONFIDENTIALITY AGREEMENT

This Agreement (the "Agreement"), is entered into as of _____, 2012 by _____, (the "Receiving Party") for the benefit of 245 Fifth Owner, LLC, a Delaware limited liability company (the "Company").

WHEREAS, the Receiving Party has indicated an interest in potentially entering into a transaction (the "Transaction") with the Company or any entity affiliated with the Company with respect to the property known as 245 5th Avenue, NY, NY (the "Property"), and have requested the opportunity to review certain information, data, documents, files, records and other information written, oral or electronic (collectively, the "Confidential Information") relating to such possible Transaction.

WHEREAS, the Confidential Information includes economic, commercial, marketing, operational, managerial and financial information that is provided to the Receiving Party by the Company, its agents or representatives. By executing this Agreement, the Receiving Party acknowledges that the Confidential Information provided is confidential and proprietary business information. Accordingly, one of the conditions to the Company's agreement to make the Confidential Information available to the Receiving Party is the execution and delivery of this Agreement by the Receiving Party for the benefit of the Company.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Receiving Party hereby represents, warrants and agrees with the Company as follows:

1. The Receiving Party agrees to maintain the confidentiality of the Confidential Information and the Receiving Party agrees that no part of the Confidential Information shall be disclosed by the Receiving Party, except as otherwise expressly stated in this Agreement. The Receiving Party shall use the Confidential Information solely for the purpose of determining whether or not to proceed with the Transaction.

2. The Receiving Party hereby further agrees that it will not and will cause the Permitted Parties (hereinafter defined) not to disclose such Confidential Information, directly or indirectly, to any third party, except to the following persons as may be necessary to assist the Receiving Party in evaluating any proposed Transaction: (a) the Receiving Party's employees, officers and directors; (b) the Receiving Party's agents and representatives, including attorneys, accountants, financial advisors and other professional advisors and consultants who need to know such information for the purpose of evaluating such possible Transaction and (c) applicable regulatory agencies having jurisdiction over the Receiving Party ((a), (b), and (c) individually, a "Permitted Party" and collectively, the "Permitted Parties"). The Receiving Party agrees to be responsible for any breach of this Agreement by a Permitted Party.

3. The term "Confidential Information" as used herein shall not include information which (a) becomes generally available to the public as a result of a disclosure by Company and (b) was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Company, as indicated in its business records.

4. The Receiving Party shall, immediately upon notice by the Company (a) return the Confidential Information (along with all copies thereof) to the Company, and

(b) return or destroy all secondary documents (including such secondary documents existing in computer memory) developed by the Receiving Party or any Permitted Party (including all analysis, summaries, compilations and other materials prepared by Receiving Party or any permitted parties which contain or otherwise reflect or are generated from such information) in whole or in part on any of the Confidential Information.

5. In the event that the Receiving Party or its Permitted Parties receive a request or are required to disclose all or any part of the information contained in the Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or a federal, state or local governmental or regulatory body or pursuant to a civil investigative demand or similar judicial process, the Receiving Party agrees to (i) immediately notify the Company of the existence, terms and circumstances surrounding such a request or requirement, (ii) consult with the Company on the advisability of taking legally available steps to resist or narrow such request or requirement, and (iii) if disclosure of such information is required, disclose any such information which the Receiving Party is advised by legal counsel is legally required to be disclosed and exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such information. Disclosure made pursuant to this paragraph 5 will not change the Receiving Party or the Permitted Parties' confidentiality obligations pursuant to this Agreement.

6. The Receiving Party agrees that, without the prior consent of the Company, neither the Receiving Party nor any Permitted Party will, directly or indirectly, contact, enter into any discussions, agreement, contract, letter of intent, term sheet or negotiation with any tenants, employees, suppliers, partners, investors, customers, lenders, agents, brokers or representatives of the Company with respect to the Property, the Confidential Information, the Transaction or any aspect of the Company's business, prospects or finances, or any other matter related to any of the foregoing. It is also understood that all (a) communications regarding a possible Transaction, (b) requests for additional information, (c) requests for facility tours or management meetings, and (d) discussions or questions regarding procedures will be submitted or directed solely to the Company. The Receiving Party agrees that no group of more than two of Receiving Party's representatives shall visit the Property at any one time without the prior specific approval of the Company. The Receiving Party acknowledges that the Company could suffer irreparable harm in the event that any third party learns about the possibility of a Transaction, and Receiving Party agrees to use its best efforts to ensure that no third party becomes aware of any discussions or negotiations between the Company and the Receiving Party, or any affiliates thereof.

7. The Receiving Party has delivered, or, simultaneous with the execution and delivery of this Agreement shall deliver, to the Company, a copy of any agreement pursuant to which the Receiving Party will receive or pay any commission or other fee (the "Fee") in connection with the sale of a direct or indirect purchase of the Property or a beneficial interest therein or the execution of any venture agreement with respect to the Property (a "Fee Agreement"). The Receiving Party hereby agrees, and such Fee Agreement shall provide, that (a) neither the Company, nor any of its affiliates, shall be liable to the Receiving Party or any third party for any Fee in connection with the proposed Transaction and that neither the Receiving Party nor any third party will hold the Company liable for any Fee for any reason whatsoever, (b) in the event that at any time the Property is being marketed for sale by an institutional broker, then neither the Receiving Party, nor any affiliate thereof, shall be permitted to either receive or pay any Fee in connection with the Transaction or the Property and all references to the Fee in the Fee Agreement shall be

considered null and void and of no force and effect and (c) there exists no exclusive arrangement between the Company and the Receiving Party with respect to the Property or the Transaction. This Section 7 shall survive the expiration or termination of this Agreement.

8. The Receiving Party agrees that unless and until a definitive agreement between the Company (or any affiliate thereof) and the Receiving Party with respect to the Transaction has been executed and delivered, neither the Company, the Receiving Party nor any of their respective affiliates will be under any legal obligation of any kind whatsoever (express or implied) with respect to such possible Transaction by virtue of this or any other written or oral expression by the Company or by any affiliate of the Company. The Receiving Party understands that the Company is not making any representations, expressed or implied, as to the accuracy or completeness of the Confidential Information it being understood and agreed that only those particular representations and warranties made in connection with a definitive agreement, when and if executed, shall have any legal effect.

9. The Receiving Party acknowledges that remedies at law may be inadequate to protect the Company against any actual or threatened breach of this Agreement by the Receiving Party or by the Permitted Parties and, without prejudice to the rights and remedies otherwise available to the Company, the Receiving Party agrees to the granting of injunctive relief in the Company's favor without proof of actual damages and to waive, and to cause its Permitted Parties to waive, any requirement for the securing or posting of any bond in connection with such remedy. In addition, the Receiving Party hereby agrees to indemnify and hold the Company harmless from and against any and all losses and claims in connection with a breach of this Agreement by the Receiving Party or a Permitted Party.

10. The validity and interpretation of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to agreements made and to be fully performed therein (excluding the conflicts of laws rules). The parties hereto irrevocably (i) submit to the jurisdiction of any court of the State of New York or the United State District Court for the Southern District of the State of New York for the purpose of any suit, action, or other proceeding arising out of this Agreement, or any of the agreements or transactions contemplated hereby (each a "Proceeding"), (ii) agree that all claims in respect of any Proceeding may be heard and determined in any such court, and (iii) waive, to the fullest extent permitted by law, any immunity Receiving Party has acquired, or hereafter may acquire, from jurisdiction of any such court or from any legal process therein, and (iv) agree not to commence any Proceeding other than in such court, and waive, to the fullest extent permitted by applicable law, any claim that any such Proceeding is brought in an inconvenient forum.

11. The benefits of this Agreement shall inure to the respective successors and assigns of the parties hereto and of the indemnified parties hereunder and their successors and assigns and representatives, and the obligations and liabilities assumed in this Agreement by the parties hereto shall be binding upon their respective successors and assigns.

12. If it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that any term or provision hereof is invalid or unenforceable, (i) the remaining terms and provision hereof shall be unimpaired and shall remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term

or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

13. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party and may be modified or waived only by a separate letter executed by the Company and the Receiving Party expressly so modifying or waiving such Agreement.

14. For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same Agreement. All signatures to this Agreement may be delivered via facsimile or PDF and each such signature shall be considered an original signature.

IN WITNESS WHEREOF, the undersigned has executed this Agreement for the benefit of the Company and its affiliates as of the date set forth above.

RECEIVING PARTY:

By: _____

Name:

Title: