



Principal Confidentiality and Indemnification Agreement (the "Agreement")

12 West 48th Street, New York, NY

Principal: _____ (“Potential Purchaser”)
Title: _____
Company: _____
Address: _____
Address: _____
Phone/Fax: _____
E-Mail: _____

Re: Confidentiality and Indemnification Agreement

Cushman & Wakefield Realty of Manhattan LLC, (“Broker”) has been retained by the owners (“Owner”) to market 12 West 48th Street (Block: 1263, Lot: 45), New York, New York (the “Property”) for sale. The Potential Purchaser has requested certain information (the "Confidential Information") concerning the Property. Broker may make such Confidential Information available to Potential Purchaser upon execution of this Confidentiality Letter. The Confidential Information is intended solely for Potential Purchaser’s limited use in evaluating the Property. This is not an agreement to sell the Property or any interest therein. No agreement binding upon Owner, or any of its associated or affiliated companies, to sell the Property shall be deemed to exist, at law or equity, until Owner enters into a formal binding agreement, fully executed and delivered by all parties thereto. Broker has no authority to bind Owner in connection with the sale of the Properties or otherwise.

The Confidential Information contains brief, selected information pertaining to the Property and the business and affairs of Owner. It does not purport to be all inclusive or to contain all the information which Potential Purchaser or a prospective purchaser or lender may desire. Neither Owner nor Broker makes any representation or warranty, expressed or implied, as to the accuracy or the completeness of the Confidential Information and no legal liability is assumed or to be implied with respect thereto.

The Confidential Information includes all information (in any medium, whether written, oral or electronic and from whatever source) relating, directly or indirectly, to the Property, the contemplated transaction and/or the Owner of the Property or its affiliates, including, without limitation, terms of the proposed transaction, any information Potential Purchaser or Broker learns or discovers regarding the Property, the owner or its affiliates, any construction on the Property or any proposed development or use thereof; provided, that Confidential Information shall not include information that is or becomes generally available to the public, other than as a result of a disclosure of Confidential Information prohibited by this Agreement.

Broker has informed Potential Purchaser that it is of utmost importance that all discussions concerning the proposed transaction (including, without limitation, the fact that any discussions have taken or are taking place) be kept in strict confidence. Accordingly, Potential Purchaser hereby agrees that the Confidential Information will be used only in connection with the proposed transaction and its consideration thereof, and that all discussions concerning the transaction, as well as all Confidential Information, will be kept confidential by Potential Purchaser and its partners, officers, members, agents, employees, contractors, and consultants, and shall not, except as hereinafter provided, be disclosed in any manner whatsoever without the prior written consent of Owner, which may be granted or withheld in Owner’s sole and absolute discretion. Information concerning the transaction and the Confidential Information shall be submitted only to those partners, officers, members, agents, employees, contractors and consultants who need to know such information for the purpose of evaluating the transaction and who shall (i) be advised by Potential Purchaser of the confidential nature of the information and (ii) shall be

instructed by Potential Purchaser to treat such information confidentially. Potential Purchaser will be responsible for any such persons to comply with such instruction.

Owner expressly reserves the right to reject any or all proposals or expressions of interest to purchase the Property, to consummate the sale of the Property to a party other than Potential Purchaser, and to terminate discussions at any time with or without notice. If Potential Purchaser does not wish to pursue negotiations, or such negotiations are undertaken but a transaction fails to be consummated with Potential Purchaser, Potential Purchaser hereby agrees to promptly return the Confidential Information to Broker.

Potential Purchaser understands and foresees that any violation of this Confidentiality Letter would damage Owner and Broker and their respective successors. Potential Purchaser hereby agrees to indemnify, defend and hold harmless Owner and Broker and their respective members, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability, claim, demand, loss, cost, damage, expense or cause of action (including without limitation, reasonable attorneys' fees and expenses) in connection with any breach or alleged breach of the confidentiality provisions of this Agreement. In addition, Potential Purchaser agrees that Owner and Broker will have no adequate remedy at law if Potential Purchaser violates any of the terms of this Confidentiality Letter. In such event, Owner and/or Broker will have the right, in addition to any other right Owner and Broker may have, to seek injunctive relief to restrain any breach or threatened breach by Potential Purchaser or specific enforcement of such terms.

Potential Purchaser understands and agrees that the Confidential Information does not purport to be complete and accurate, and that Potential Purchaser will rely entirely on its own due diligence with regard to all matters. No representations or warranties are implied by the submission of the Confidential Information and none is given unless Owner subsequently elects to make specific, limited representations and warranties in a final, fully executed and delivered, sale agreement definitive in form and scope. Potential Purchaser agrees that neither Owner nor Broker shall not have any liability to Potential Purchaser as a result of its use of the Confidential Information and it is understood that Potential Purchaser is expected to perform and be responsible for such due diligence investigations and inspections of the Properties, including investigation of any environmental conditions, as Potential Purchaser deems necessary or desirable and as permitted by agreement with Owner.

Very truly yours,

CUSHMAN & WAKEFIELD

By _____

Name:

Title:

ACCEPTED AND AGREED TO:

Principal: _____ (Please Print)

Signature: _____

Title: _____

Dated: _____

Please Email this Fully Executed Agreement to:
Craig Waggner at craig.waggner@cushwake.com or (212) 696-0333
12 West 48th Street, New York, NY