

Principal Confidentiality and Registration Agreement

RE: 251 WEST 30TH STREET, NEW YORK, NEW YORK (HEREIN THE “PROPERTY”)

The undersigned Registered Potential Purchaser (the “Registered Potential Purchaser”) has advised Colliers International NY LLC (“Colliers”) that it wishes to obtain certain information concerning the Property (defined below). Colliers has been authorized by the owner of the Property, 251 West 30th Owner, LLC, a Delaware limited liability company (the “Owner”) to forward certain Confidential Information (as defined below) to the undersigned in connection with the potential sale of the land and building(s) commonly known as Chelsea Square (the “Property”). The Owner has indicated that all inquiries and communications with respect to the Property be directed to Colliers.

As used herein, the term “Confidential Information” refers to (i) any information whatsoever (including, without limitation, any financial information, data, methods of operation, business plans, trade secrets or proprietary information) concerning all or any portion of the Property, the Owner or any of its affiliates (whether prepared by Colliers, the Owner, its advisors or otherwise) which is furnished to Registered Potential Purchaser or which Registered Potential Purchaser may obtain (whether orally, in writing, visually, photographically, electronically, or otherwise) from the Owner, its affiliates, advisors or otherwise, together with any analyses, compilations, studies or other documents, records, technology or data prepared by Registered Potential Purchaser or its advisors which contain, summarize or otherwise reflect or are generated from such information.

Colliers will not make such Confidential Information available to the Registered Potential Purchaser unless and until the Registered Potential Purchaser has executed this Agreement. Upon Colliers’ receipt of this executed Agreement, Colliers will consider providing the Confidential Information for the Registered Potential Purchaser’s consideration in connection with a possible transaction involving the Property subject to the following conditions:

1. All Confidential Information relating to the Property and Owner, which may be furnished to the Registered Potential Purchaser shall continue to be the property of the Owner and Colliers. The Confidential Information will be used by the Registered Potential Purchaser solely for the purpose of evaluating the proposed transaction and may not be copied, duplicated, transmitted or otherwise reproduced, in whole or in part, without Colliers’ prior written consent. The Confidential Information and any other written material containing, reflecting or based on any information in the Confidential Information (whether prepared by Colliers, the Owner, Registered Potential Purchaser, or the Related Parties) must be returned to Colliers immediately upon Colliers’ request or when the Registered Potential Purchaser terminates negotiations with respect to the Property. The obligations with respect to the Confidential Information will survive any return of such Confidential Information.

2. Registered Potential Purchaser will not disclose the Confidential Information to any person or entity, unless Colliers has approved in writing such disclosure, provided, however, that the Confidential Information may be disclosed to the Registered Potential Purchaser’s partners, employees, legal counsel, and institutional lenders (“Related Parties”) who need to know such information solely for the purpose of evaluating a potential transaction involving the Property. The

Registered Potential Purchaser shall inform such Related Parties of the confidential nature of the Confidential Information and such Related Parties must agree to keep all Confidential Information strictly confidential in accordance with this Agreement. The Registered Potential Purchaser shall be responsible for any violation of this Agreement by any Related Party and hereby assumes all liability for damages relating to or arising out of the unauthorized use or disclosure of the Confidential Information by any Related Party. Upon the occurrence of a suspected breach of this Agreement by any Related Party and upon request from the Owner, Registered Potential Purchaser shall undertake to provide to Colliers, within 5 business days, with the names of the Related Parties to whom any Confidential Information has been communicated in accordance with this Agreement.

3. Without the prior written consent of Colliers, Registered Potential Purchaser will not, and will direct its Related Parties not to, disclose to any person (i) the fact that discussions or negotiations are taking place concerning a potential transaction regarding the Property among Colliers, Owner and Registered Potential Purchaser, (ii) that Registered Potential Purchaser has requested or received any Confidential Information, or (iii) any of the terms, conditions or other facts with respect to a potential transaction regarding the Property, including the status thereof, it being understood that all of the foregoing shall constitute Confidential Information. Registered Potential Purchaser agrees that it shall not, without the Collier's prior written consent and participation except in the ordinary course of Registered Potential Purchaser's business unrelated to the Transaction, communicate with any seller, owner, partner or investor of or in the Property, any lender, tenant, manager, borrower, guarantor, contractor, obligor, or municipality related to the Property, or whose name is obtained from the Confidential Information, in all cases, regarding the Property or the Transaction.

4. If Registered Potential Purchaser or any of its Related Parties shall become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, law, court order, judicial process, regulation, government order or similar process) to disclose any of the Confidential Information, Registered Potential Purchaser shall, to the extent permitted by law, provide the Owner with prompt prior written notice of such requirement so that the Owner may seek a protective order or other appropriate remedy, and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, or if the Owner waives compliance with the provisions hereof, Registered Potential Purchaser or its Related Parties agree to disclose only that portion of the Confidential Material which Registered Potential Purchaser is advised by written opinion of counsel is legally required and Registered Potential Purchaser shall exercise its best efforts to obtain an order or other assurance that confidential treatment will be accorded to such Confidential Material.

5. The Registered Potential Purchaser represents that it has not dealt with any broker or finder, other than Colliers, in connection with the Property, and the Registered Potential Purchaser hereby agrees to indemnify, defend and hold Colliers and the Owner and their respective affiliates, successors, assigns, officers, directors, employees and agents harmless from and against any and all claims, liabilities, losses, damages, expenses, demands, suits or judgments (including reasonable attorneys' fees), arising from claims by any party alleging to have dealt with the Registered Potential Purchaser or any Related Party in connection with the proposed transaction. The Registered Potential Purchaser agrees it will not discuss the Property with any other party and that it will not distribute the Confidential Information or excerpts to any other party. The

Registered Potential Purchaser acknowledges that it is a principal in connection with the proposed transaction and the Registered Potential Purchaser hereby agrees that it will not look to the Owner or Colliers for any commissions, fees or other compensation in connection with the proposed transaction.

6. THE REGISTERED POTENTIAL PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER COLLIERS NOR OWNER HAVE MADE OR MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION AND NEITHER COLLIERS NOR OWNER SHALL HAVE ANY LIABILITY UNDER THIS AGREEMENT OR OTHERWISE TO THE REGISTERED POTENTIAL PURCHASER, ANY OF THE RELATED PARTIES OR ANY OTHER PERSON OR ENTITY RELATING TO OR RESULTING FROM THE USE OF THE CONFIDENTIAL INFORMATION OR FOR ANY ERRORS THEREIN OR OMISSIONS THEREFROM.

7. The Registered Potential Purchaser hereby agrees to indemnify, defend and hold harmless Colliers and the Owner and their respective affiliates, successors, assigns, officers, directors, employees and agents from any loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this Agreement by the Registered Potential Purchaser, any Related Party or any of their representatives. This Agreement shall be binding upon, and shall inure to the benefit of Colliers and Owner and their respective successors or assigns. Colliers and Owner shall be entitled to specific performance and/or other equitable relief, including injunctive relief without the need to post any bond or other security, as remedies for any violation of this Agreement by the Registered Potential Purchaser. These remedies shall not be exclusive remedies, but shall be in addition to any and all other rights and remedies available to Colliers or Owner at law or in equity. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, USA, without giving effect to principles of conflicts of laws. This Agreement may be signed in counterparts. The transmittal of signed counterparts by email in pdf or similar form shall be as fully effective and binding as the delivery of originals

8. The Registered Potential Purchaser acknowledges that the Property has been offered subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. Registered Potential Purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin. The obligations hereunder shall remain in place for three (3) years from the date signed below.

If in agreement with the foregoing, please return a fully executed copy of this agreement to _____ by email to _____.

REGISTERED POTENTIAL PURCHASER:

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, _____

Signature _____

Print Name _____

Title _____

Company _____

Street Address _____

City, State Zip Phone _____

Email _____

The following individuals will be granted access to the Property Confidential Information under this Agreement (include email address):

Name: _____ Email: _____

Name: _____ Email: _____

Return To:
Colliers International
Noelle.Nordstrom@colliers.com
666 Fifth Avenue, 4th Floor, New York, NY 10103
T: 212-716-3580 F: 212-716-3573

RE: 251 WEST 30TH STREET, NEW YORK, NEW YORK