

Date:

Re: 3125 Erie Blvd, E. DeWitt, NY 13214 ("FedEx Property")

In connection with your consideration of a possible transaction (the "Possible Transaction") involving the acquisition of the FedEx Property from the "Owner") OSFE Syracuse, LLC," you have requested information concerning the FedEx Property that is confidential and proprietary. As a condition to your being furnished such information, you hereby agree to treat any information, whether written or oral, concerning the Company and the "FedEx Property" Property (whether prepared by the Company, their respective advisors or otherwise) that is furnished to you by or on behalf of the Company (herein collectively referred to as the "Evaluation Material") pursuant to this letter agreement and to take or abstain from taking certain other actions as herein set forth. The term "Evaluation Material" includes, without limitation, all notes, analyses, compilations, Excel spread sheets, data, reports, studies, interpretations and/or other documents (whether written, oral, tangible, intangible, graphic, electronic or in any other form) furnished to you, your parent company and/or any subsidiary company(ies) and/or any affiliated company(ies) (collectively, the "Related Entities") and/or the directors, officers, shareholders, partners, members, joint venture partners, employees, agents, advisors (including, without limitation, attorneys, accountants, consultants, financial advisors) and/or representatives of you or any of the Related Entities (collectively, the "Representatives") or prepared by you, the Related Entities and/or the Representatives to the extent such materials reflect or are based upon, in whole or in part, the Evaluation Material. The term "Evaluation Material" does not include information that (a) is or becomes available to you on a nonconfidential basis from a source other than the Company or its representatives; provided that such source is not known by you to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation to, the Company that prohibits such disclosure, (b) is or becomes generally available to the public other than as a result of a disclosure by you, the Related Entities or the Representatives in violation of this letter agreement, or (c) has been or is independently developed by you, the Related Entities or the Representatives without the use of the Evaluation Material and without violation of the terms of this letter agreement.

You hereby agree that the Evaluation Material will be kept confidential, will not be published, disclosed or disseminated by you or any of the Related Entities or the Representatives and will be used solely for the purpose of evaluating and negotiating the Possible Transaction; provided, however, that the Evaluation Material may be disclosed to the Related Entities and the Representatives who need to know such information for the sole purpose of evaluating and negotiating a Possible Transaction, and as the Company may otherwise consent in writing. Prior to such disclosure, all such Related Entities and Representatives shall be informed by you of the confidential nature of the Evaluation Material and shall agree to be bound by the terms and conditions of this letter agreement. You agree to be responsible for any breaches of any of the provisions of this letter agreement by any of the Related Entities and/or the Representatives and to restrain the Related Entities and the Representatives, at your expense, from prohibited disclosure or use of the Evaluation Material. Without the prior written consent of the Company, no person who is a potential source of debt or equity capital or debt or equity financing or a potential joint bidder shall be considered a Representative for any purpose hereunder, and accordingly, you will not publish, disclose or disseminate to any such person, the Evaluation Material without the prior written consent of the Company. In addition, except as expressly provided herein, you will not, and you will direct the Related Entities and the Representatives not to, and the Related Entities and the Representatives shall not, disclose to any person (including, without limitation any potential source of debt or equity capital or debt or equity financing or a potential joint bidder) either the fact that discussions or negotiations are taking place concerning the Possible Transaction or any of the terms, conditions or other facts with respect to the Possible Transaction, including the status thereof or that Evaluation Material has been made available to you or the content of any Evaluation Material.

Notwithstanding the foregoing, in the event you or any of the Related Entities or the Representatives receive a request or are required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose all or any part of the Evaluation Materials, you, the Related Entities, or the Representatives, as the case may be, shall immediately notify the Company of the existence, terms and circumstances surrounding such request, and assist the Company, at the Company's expense, in seeking a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, you, the Related Entities or the Representatives, as the case may be, may disclose to any tribunal only that portion of the Evaluation Materials which you, the Related Entities or the Representatives are advised by counsel is legally required to be disclosed, and you, the Related Entities or the Representatives shall use best efforts to assure that confidential treatment will be accorded such Evaluation Materials.

You understand and agree that neither the Company nor any of its affiliates or representatives have made or make any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. You agree that neither the Company nor any of its affiliates or representatives shall have any liability to you or any of the Related Entities or the Representatives resulting from the selection, use or content of the Evaluation Material by you or the Related Entities or the Representatives.

Upon the Company's request, you, the Related Entities and the Representatives shall (a) promptly return to the Company all Evaluation Material and any copies thereof, or (b) if requested in writing by the Company, promptly destroy the Evaluation Material and any copies thereof; and, in either case, confirm in writing to the Company that all such material has been returned or destroyed, as applicable, in compliance with this letter agreement. Notwithstanding the foregoing, you, the Related Entities and the Representatives may retain one copy of any work product prepared by you or them that contains Evaluation Material but only if and to the extent required pursuant to applicable legal or regulatory requirements, provided that, in any event you, the Related Entities and the Representatives shall continue to be bound by the terms of this letter agreement with respect thereto.

You acknowledge and agree that money damages would not be a sufficient remedy for any breach (or threatened breach) of this letter agreement by you, the Related Entities or the Representatives and that the Company shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach (or threatened breach), without proof of damages, and you and the Related Entities and the Representatives hereby waive any requirement for the securing or posting any bond in connection with any such remedy. Such remedies shall not be the exclusive remedies for a breach of this letter agreement but will be in addition to all other remedies available at law or in equity. In addition, in the event of litigation relating to this letter agreement, if a court of competent jurisdiction determines that either you, the Related Entities or the Representatives have breached any provision of this letter agreement, then you shall be liable to the Company for, among other things, the reasonable legal fees and expenses incurred in connection with such litigation, including any appeal therefrom.

You agree that unless and until a definitive agreement between the Company and you with respect to the Possible Transaction has been executed and delivered, the Company will not be under any legal obligation of any kind whatsoever with respect to any transaction by virtue of this or any written or oral expression with respect to any transaction by any of its representatives except, in the case of this letter agreement, for the matters specifically agreed to herein, and you, the Related Entities and the Representatives hereby waive, in advance, any claims (including, without limitation, breach of contract) against the Company in connection with any Possible Transaction or any other transaction. For purposes of this letter agreement, the term "definitive agreement" does not include an executed letter of intent or any other preliminary written agreement, nor does it include any oral acceptance of an offer or bid by you.

You acknowledge that (a) the Company shall be free to conduct the process for a transaction as it in its sole discretion shall determine, (b) any procedures relating to such transaction may be changed at any time without notice to you, the Related Entities, the Representatives or any other person, and (c) you, the Related Entities or the Representatives shall not have any claims whatsoever against the Company or any of its representatives arising out of or relating to a Possible Transaction, and you hereby waive and any and all such claims.

No failure or delay by the Company or any of its representatives in exercising any right, power or privilege under this letter agreement shall operate as a waiver thereof. No modification, cancellation or waiver of any provision of this letter agreement shall be effective, unless in writing and signed by the parties hereto.

The illegality, invalidity or unenforceability of any provision hereof under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction, nor the legality, validity or enforceability of any other provision. As used in this letter agreement, the term "person" means a natural person, a partnership, a corporation, a limited liability company or any other entity.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the conflicts of laws principles thereof. The parties hereby irrevocably and unconditionally consent to the jurisdiction of the courts of the State of New York or any United States District Court located in the State of New York for any action, suit or proceeding arising out of or relating to this letter agreement or the Possible Transaction, and agree not to commence any action, suit or proceeding related thereto except in such courts. Each party hereto hereby waives its constitutional right to a jury trial.

This letter agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. One or more counterparts of this letter agreement may be delivered by telecopier or pdf electronic transmission, with the intention that they shall have the same effect as an original counterpart hereof.

Very truly yours,

Barton K.Feinberg, Senior Associate Broker
Sutton Real Estate, LLC,
Owner's Agent

Confirmed and Agreed to:

By: _____

Name: _____

Title: _____

Company: _____

Date: _____