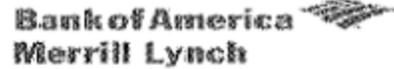




0:Kristofer Knutson COMPANY:Mortimer B. Zuckerman

Fax Cover Sheet



To: Kristofer Knutson
Company: Mortimer B. Zuckerman
Fax Number: [REDACTED]
Date: Wednesday, May 15, 2013 3:05:22 PM
From: Bank of America Merrill Lynch
Global Derivatives, Futures, FX & Commodities

Contact Numbers: **USD OR CAD TRADES** Telephone Fax
Confirmations: [REDACTED]
Payments: [REDACTED]

NON USD OR CAD TRADES Telephone Fax
Confirmations: [REDACTED]
Payments: [REDACTED]

Number of pages including this cover sheet: 05

Message:

Please sign and return the entire attached Confirmation as soon as possible to the fax number indicated above.

The information contained in this FAX message is intended only for the confidential use of the designated recipient named above. This message may contain contractual and proprietary information and as such is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the message to us by mail.



0:Kristofer Knutson COMPANY:Mortimer B. Zuckerman

Bank of America
Merrill Lynch 

To: Mortimer B. Zuckerman
599 Lexington Avenue Suite 1800
New York
NY 10022 United States

Attn: Kristofer Knutson

Telephone:

Fax:



From: Bank of America, N.A.
200 N College Street
Charlotte
North Carolina 28255-0001
U.S.A.

Department: Swaps Operations

Telephone:

Fax:



Date: 15th May 2013

Our Reference No: 60844390

Reference Name: Lawrence Kalis

Internal Tracking No:

Admin No:

USI:



Dear Sir/Madam,

The purpose of this letter agreement is to confirm the terms and conditions of the Transaction entered into between Mortimer B. Zuckerman and Bank of America, N.A. (each a "party" and together "the parties") on the Trade Date specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below (the "Agreement").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., (the "Definitions") are incorporated into this Confirmation. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of 1st September 2007, as amended and supplemented from time to time, between the parties. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.



D:Kristofer Knutson COMPANY:Mortimer B. Zuckerman

In this Confirmation "Party A" means Bank of America, N.A. and "Party B" means Mortimer B. Zuckerman.

General Terms:

The terms of the particular Transaction to which this Confirmation relates are as follows:

Notional Amount:	USD 80,000,000.00
Trade Date:	2nd May 2013
Effective Date:	8th April 2015
Termination Date:	31st March 2022, subject to adjustment in accordance with the Modified Following Business Day Convention

Fixed Amounts:

Fixed Rate Payer:	Party B
Fixed Rate Payer Payment Dates:	The last calendar day of each Month, commencing on the last calendar day of April 2015 and ending on the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention
Fixed Rate:	1.99500 per cent
Fixed Rate Day Count Fraction:	Actual/360

Floating Amounts:

Floating Rate Payer:	Party A
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0:Kristofer Knutson COMPANY:Mortimer B. Zuckerman

Floating Rate Payer
Payment Dates: The last calendar day of each Month, commencing on the last calendar day of April 2015 and ending on the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention

Floating Rate for initial
Calculation Period: to be determined

Floating Rate Option: USD-LIBOR-BBA

Designated Maturity: 1 Month provided that Linear Interpolation will apply to the initial Calculation Period

Spread: None

Floating Rate Day
Count Fraction: Actual/360

Reset Dates: First day of each Calculation Period

Business Days: London and New York

Calculation Agent: Party A

Recording of Conversations:

Each party to this Transaction acknowledges and agrees to the recording of conversations between trading and marketing personnel of the parties to this Transaction whether by one or other or both of the parties or their agents.

Account Details:

As advised under separate cover with reference to this Confirmation, each party shall provide appropriate payment instructions to the other party in writing and such instructions shall be deemed to be incorporated into this Confirmation.

Offices:

The Office of Party A for this
Transaction is: Charlotte - NC, United States

The Office of Party B for this
Please send reset notices to fax no. [REDACTED]



D:Kristofer Knutson COMPANY:Mortimer B. Zuckerman

Transaction is: New York, United States

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by returning via telecopier an executed copy of this Confirmation in its entirety to the attention of Global FX and Derivative Operations (fax no. [redacted])

Bank of America, N.A.

Accepted and confirmed as of the date first written:
Mortimer B. Zuckerman

Katherine A. Andrews
Managing Director, Sr. Group Operations Manager

Authorised Signatory

By:
Name: Mortimer B. Zuckerman
Title:

Our Reference Number: [redacted]