

CONFIDENTIALITY AGREEMENT

RE: Capital Distribution Center
6885 Commercial Drive
Springfield, VA (the "Property")

Dear Investor:

TRANSWESTERN ("TW") is acting as the exclusive agent in the sale of the above referenced Property. The above referenced Property's owner is making you aware of this investment opportunity as well as making available to you and certain of your employees and representatives (hereinafter all together referred to as "Recipient") certain information, data and documents (collectively, the "Information") which TW [and Owner] consider to be proprietary and confidential in nature. Accordingly, in consideration of being given such access, Recipient hereby agrees as follows:

1. That Recipient will treat the Information (and the fact that the same is being disclosed to Recipient) as being strictly confidential;
2. That Recipient will not disclose the Information (or any of the content thereof), except to those employees, representatives, consultants and professional advisors of Recipient who have a legitimate need to review or know same and who have, prior to disclosure, agreed in writing to be bound by the terms of confidentiality set forth herein;
3. That Recipient will not make additional copies of the Information or allow copies thereof to be made, except for use exclusively by persons described in paragraph 2 above;
4. That Recipient, and the persons described in paragraph 2 above, will use the Information solely for the purpose of pursuing the acquisition of the above referenced Property.
5. That the Information will not be retained by Recipient or by the persons described in paragraph 2 above, after the use thereof is no longer required, and all written materials will be either destroyed or returned to TW.
6. That Recipient acknowledges it is acting solely on its own and has not retained or authorized a broker to assist it in evaluating the Property; and will not, under any circumstances whatsoever, make any claim against Owner or TW for any fees or other compensation or for any loss, damage, or expense suffered or incurred in connection with its activities with respect to the Property.
7. That Recipient will not contact the lender of the above referenced Property without written permission from Owner.

Please indicate Recipient's agreement to, and acceptance of, these terms of confidentiality by signing this letter where indicated and returning it to TW at your earliest convenience.

TRANSWESTERN

If you are in agreement with the foregoing, please sign this Agreement and return it to **Jim Cardellicchio** (Email: jim.cardellicchio@transwestern.com). Accepted and Agreed To This _____ Day of _____, ____.

Signature: _____

Address: _____

Name: _____

Title: _____

Telephone: _____

Company: _____

Facsimile: _____

Email: _____