

CUSHMAN & WAKEFIELD

2101 L Street, NW, Suite 500, Washington, DC 20037

Phone 202-463-2100

Return to Henry Vido via Email at henry.vido@cushwake.com

PRINCIPAL CONFIDENTIALITY AGREEMENT

Cushman & Wakefield U.S., Inc., a Missouri corporation, ("Agent"), on behalf of Owner, has prepared this confidential investment memorandum ("Memorandum") intended solely for your limited use in determining whether you desire to express any further interest in **The Metro Park Portfolio** ("Property").

You hereby acknowledge that you are a principal or an investment advisor in connection with your consideration of this offering and agree that you will not look to the Owner or Agent for any fees or commissions in connection with this transaction. You also hereby acknowledge that you have not dealt with any broker, other than Agent, regarding the investment in the Property or, if you have, you hereby agree to indemnify the Owner and Agent against any compensation, liability, or expense arising from claims by any other broker or other party you had dealings with (excluding Agent) in connection with the Property.

The Memorandum does not purport to provide a complete or fully accurate summary of the Property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information that prospective buyers may need or desire. All financial projections are based on assumptions relating to the general economy, competition, and other factors beyond the control of the Owner and, therefore, are subject to material variation. The projections have not been verified by Agent. This Memorandum does not constitute an indication that there has been no change in the business or affairs of the Property or the Owner since the date of preparation of this Memorandum.

Neither Owner nor Agent, nor any of their respective officers, agents, or principals has made or will make any representations or warranties, express or implied, as to the accuracy or completeness of this Memorandum, or any of its contents, and no legal commitment or obligation shall arise by reason of the Memorandum or its contents. Analysis and verification of the information contained in the Memorandum is solely the responsibility of the prospect, without any representations as to the Property's physical or environmental condition. Owner and Agent expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Memorandum or for omissions from the Memorandum, or from any other written or oral communications transmitted or made available to you.

Owner and Agent expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the Property and/or terminate discussions with any individual or entity at any time with or without notice. Owner has no legal commitment or obligations to any individual or entity reviewing this Memorandum or making an offer regarding the Property unless and until a binding written agreement has been fully executed, delivered, and approved by Owner and its legal counsel and any conditions to the Owner's obligations thereunder have been satisfied or waived. Agent is not authorized to make any representations or agreements on behalf of the Owner.

The Memorandum and its contents (such contents as so limited herein called the "Contents"), are of a confidential nature. By accepting this Memorandum, you agree that you will hold and treat the Memorandum and the Contents in the strictest confidence, that you will not photocopy or duplicate the Memorandum or the Contents, or any part thereof, and that you will not disclose the Memorandum or the Contents to any other entity (except your employees, contractors, investors, and outside advisors retained by you or to third-party institutional lenders for financing sought by you, if necessary, in your opinion, to assist in your determination of whether or not to make a proposal) without the prior written authorization of the Owner or Agent, and that you will not use the Memorandum or any of the Contents in any fashion or manner detrimental to the interest of the Owner or Agent or for any purposes other than as necessary for evaluating the possibility of purchasing the Property. The obligations of confidentiality set forth herein shall not apply to information or materials: (a) that are developed by you without the use of the Memorandum or the Contents; (b) which is lawfully received free of restriction from another source having the right to so furnish such information; (c) after it has become generally available to the public without breach of this Agreement; or (d) must be disclosed pursuant to applicable law or regulation. In discharging the obligations of confidentiality set forth in this Agreement, you shall use the same degree of care in safeguarding the Memorandum and the Contents as you use to safeguard your own confidential or otherwise protected information, but in no event less than reasonable care.

You further agree that in addition to the Memorandum and the Contents, any and all non-public material and information regarding the Property that is provided to you by the Owner or Agent (e.g., evaluative materials, due diligence materials), or obtained by you through accessing areas of the Property that are not otherwise open to the public, shall be subject to the same reservations and limitations provided for herein to the Memorandum. Additionally, all such material and information shall be maintained by you as confidential pursuant to this Agreement.

The Memorandum, the Contents, and all other confidential information provided to you, shall be returned to Owner and Agent, or destroyed promptly, if requested by Owner or Agent, and no copies shall be retained by you.

To execute this Agreement either check the "Electronic Records & Signature Notice" box (if available), or sign this Agreement below and return it to **Henry Vido (information at top of page)**. Signatures transmitted by facsimile or e-mail (via PDF) shall be acceptable for purposes of execution of this Agreement. Any party that presents a facsimile or e-mail signature agrees to provide an original signature upon the request of the other party.

The terms of this Agreement shall be in effect for a period of two (2) years after execution.

ACCEPTED AND AGREED TO:

Accepted By: _____
Name (Print): _____
Title: _____
Company: _____
Date: _____

SEND INFORMATION TO:

Name: _____
Company: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____