

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

SELLER: TRANSWESTERN

**RE: PALMDALE LOGISTICS CENTER
3347 E AVENUE M
PALMDALE, CA
(THE "PROPERTY")**

PLEASE RETURN:

Shirley.wetenkamp@cbre.com

Leslie.hummel@cbre.com

Michael.longo@cbre.com

Barbara.perrier@cbre.com

Attn: Mike Longo / Barbara Perrier CBRE

In connection with our request for information with respect to the Property for our possible purchase from its owner ("Owner"), you have agreed to furnish us with certain materials and information concerning the Properties. In contemplation of the receipt of such materials and information, the undersigned hereby affirms that [he/she] is duly authorized and affirms the agreement of the undersigned to abide by the terms of this Confidentiality and Non-Disclosure Agreement ("Agreement").

As used herein, we acknowledge that the term "Confidential Information" shall mean (i) all information and documents in any way relating to the Properties, the operation thereof or the sale thereof, furnished to, or otherwise made available for review by us, our agents, representatives, lenders, financial partners, attorneys, affiliates and employees (individually "Representative," collectively "Representatives") who need to know the Information and who are informed by us of the confidential nature of the Information; and (ii) all analyses, compilations, data, studies, reports or other information or documents prepared or obtained by us or our Representatives containing or based in whole or in part, on the information or documents described in the preceding clause (i), or otherwise reflecting our review or investigation of the Properties. Such information which is generally available to the public shall not be considered Confidential Information.

We hereby agree that all Confidential Information shall be kept strictly confidential and shall not, without your prior written consent, be disclosed by us, except to our Representatives, or by our Representatives, directly or indirectly, for any purpose other than evaluating the possible purchase of the Properties. Moreover, we agree that the Confidential Information will be transmitted only to our Representatives who need to know the Confidential Information for the purpose of evaluating the Properties, and who are informed by us of the confidential nature of the Confidential Information and of the terms of this Agreement. Concurrently with our delivery to our Representatives at any time of those portions of the Confidential Information previously provided to us by Owner, we agree to notify you, if so, requested by you, as to such Representatives' identity (on a company-by-company basis).

Our agreement to keep all Confidential Information in the strictest of confidence includes, but is not limited to: (a) an obligation by us and our Representatives not to directly or indirectly, reveal, report, publish, disclose or transfer any such Confidential Information or information regarding the potential sale of the Properties, (b) our agreement not to use any such Confidential Information in a way that is detrimental to Owner; and (c) an obligation not to confirm or deny any reports or comments conveyed to us by others with respect to the Properties or the businesses currently conducted at the Properties. Notwithstanding the foregoing, we shall have the right to disclose portions of the Confidential Information to the extent required to comply with any laws or court order or proceedings, provided, however, that we notify you in advance of such required disclosure.

Our failure to comply, no matter how slight, with the terms and provisions of this Agreement prior to entering into a contract for disposition of the Properties entitles the Owner to terminate any dealings or negotiations with us in connection with the Properties, in addition to any and all other rights and remedies allowable by law in respect of such failure to comply. Upon your request, we agree to destroy or return the Confidential Information to you, without retaining any copies, computer files, notes, or extracts thereof.

The information to be provided to us has been prepared solely for informational purposes. It is designed to assist a potential investor in determining whether it wishes to proceed with an in-depth investigation of the Properties. The information may include an Argus analysis and no obligation by the Owner or of the Owner shall arise by virtue of our receiving the analysis, including any obligation to inform us of any changes to the information contained therein. We acknowledge and agree that: (a) no representations or warranties are being made as to the completeness or accuracy of any information, and we release and hold harmless the Owner, Owner's related parties and CBRE jointly and severally, without limitation, from and against any and all liability with respect thereto, and any and all actions, suits, claims, demands, losses, costs, and expenses (including attorneys' fees and disbursements) arising out of or in any way related to the use or further distribution of the information supplied in accordance with the terms of this Agreement; and (b) any and all representations and warranties shall be made solely in a fully executed and delivered purchase agreement signed by all parties thereto and shall be subject to the provisions thereof.

The undersigned acknowledges and agrees that Owner shall in no way be deemed to have agreed to sell the Properties or any interest therein or to have made any other agreement or promise except as may be set forth in such fully executed and delivered purchase agreement providing therefor on terms acceptable to it. Consequently, the undersigned understands any other opportunities it may forego and any expenses it may incur on account of the Properties will be foregone and incurred at its own risk. The undersigned represents and warrants that it is acting as a principal in the contemplated transaction and shall not seek a real estate commission from either Owner, Owner's related parties or Owner's agent, CBRE.

We are advised that CBRE, Inc. is acting on behalf of the Owner as exclusive agent in connection with the investment in this Properties. Should we elect to have representation by a co-broker, we hereby agree that any fees earned by or owed to co-broker in connection with this transaction will be paid by us.

Our willingness to sign this Agreement does not constitute, nor shall it be deemed to constitute, any obligation to enter into negotiations with Owner with respect to the sale of the Properties. Neither we nor Owner is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. This Agreement shall be governed and construed in accordance with the laws of the State in which the properties reside. The terms of this Agreement shall expire one year from the date herein.

We will send you the website to download the Offering Memorandum via email.

ACCEPTED:

Company:

Address:

By:

Print Name:

Phone:

Date:

Fax:

Email:
