



UNIQUE PURCHASE OPPORTUNITY WASHINGTON, DC — 14TH&U CORRIDOR

Ideal for Retail Users or Investors
Rare 5,500-6,000sf Floorplates — All on Grade!



SITE

1438 U STREET, NW

Take Advantage of
Enterprise Zone Incentives

- ~DC Employee Tax Credits
- ~Tax-Exempt Bond Financing
- ~Federal Capital Gains Tax Exemption

Long-Term Value of Investment

Excellent mixed-use development opportunity

- ~Right to increase GLA of building



PROPERTY DESCRIPTION

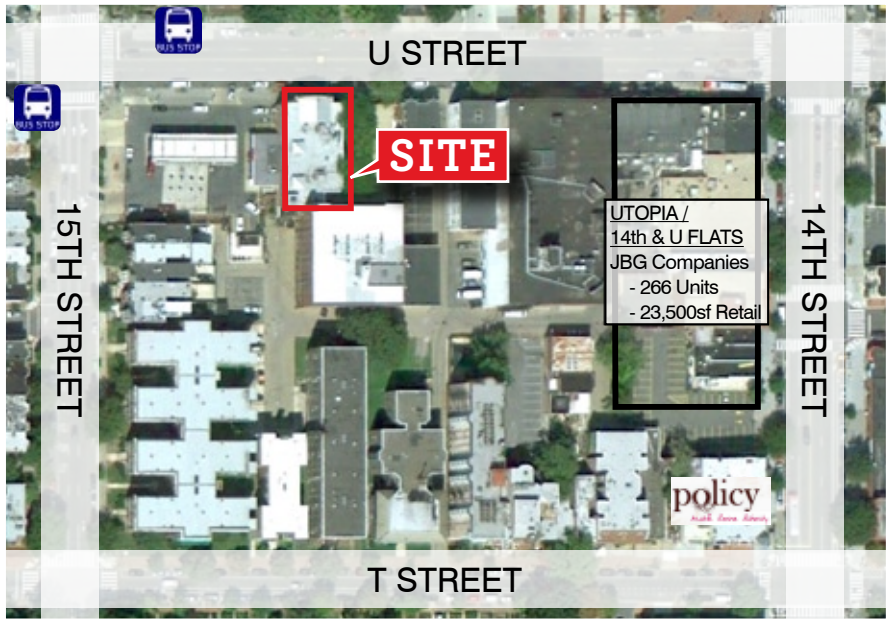
- Loft Office/Retail Building
- 15 Foot Ceilings With Exposed Brick Interior
- Current GLA — 12,325 sf
 - 1st Floor = 5,849gsf - 15'0" avg ceiling height
 - 2nd Floor = 5,522gsf - 10'2" avg ceiling height
 - Basement = 954gsf - 8'8" avg ceiling height
- Existing 2-Story historic building w/ basement
- Lot Size — 6,232 sf / .143 acres

ADDITIONAL SITE INFO

- Zoning — ARTS / C-2-B
 - Included in an Enterprise Zone
- FAR — Existing 3.5 FAR (by right)
 - POTENTIAL FOR 4.2 FAR — increase building to 26,300sf
*based on qualifications for Inclusionary Zoning
- Possible Qualification for Historic or New Market Tax Credits

DOCUMENTS AVAILABLE

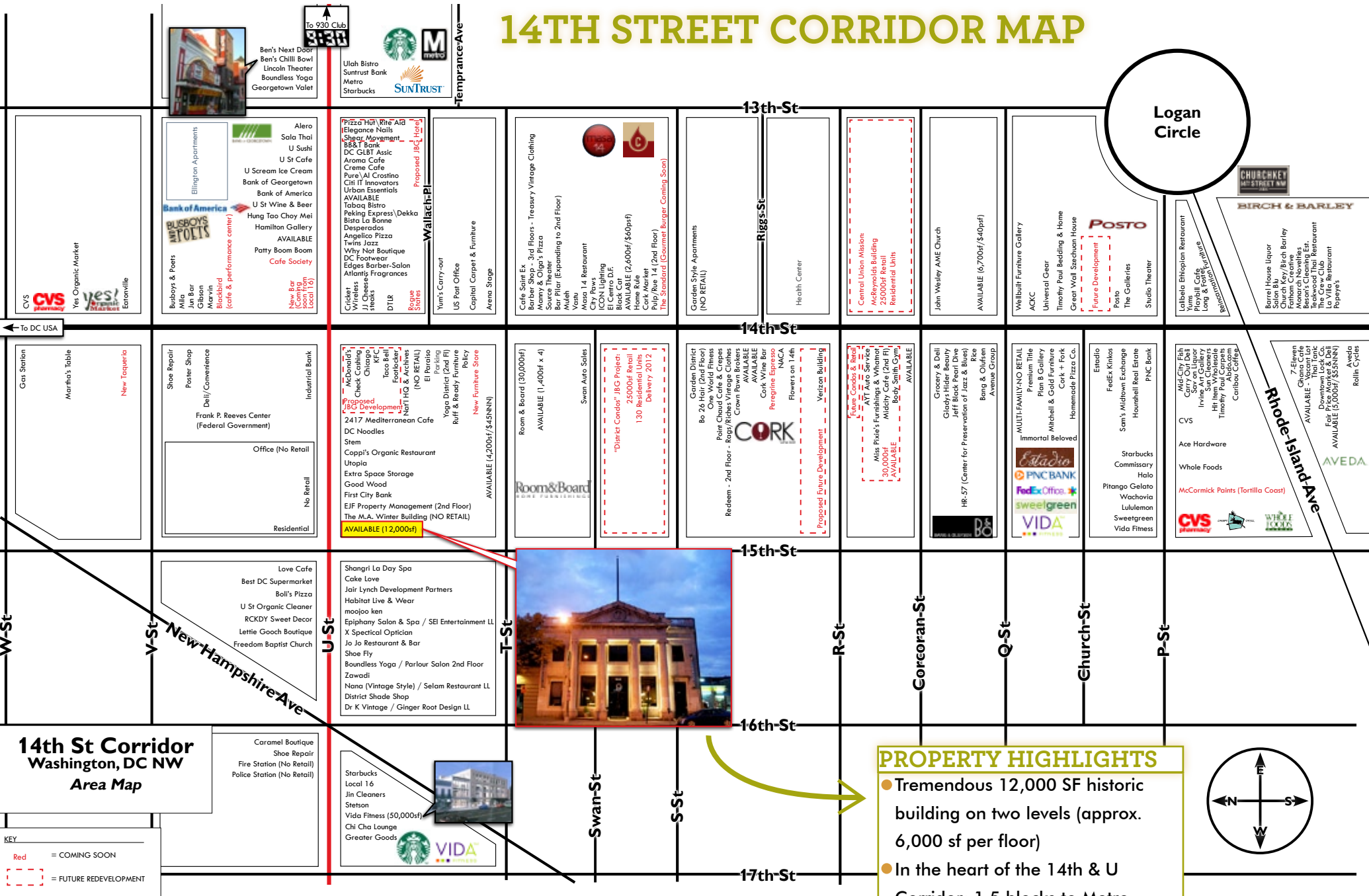
- Retail Concept Plans
- Land Use Analysis
- Survey and Phase 1 Environmental Study



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FOR MORE INFORMATION, PLEASE CONTACT: **Lee Engle** | 240.479.7207 | lengle@streetsense.com **Andrew Poncher** | 240.479.7198 | aponcher@streetsense.com **Jared Meier** | 240.479.7195 | jmeier@streetsense.com

14TH STREET CORRIDOR MAP



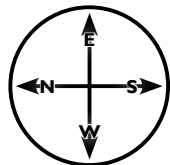
**14th St Corridor
Washington, DC NW
Area Map**

KEY

- Red = COMING SOON
- Red dashed box = FUTURE REDEVELOPMENT

PROPERTY HIGHLIGHTS

- Tremendous 12,000 SF historic building on two levels (approx. 6,000 sf per floor)
- In the heart of the 14th & U Corridor; 1.5 blocks to Metro
- 10-15 foot ceilings throughout; exposed brick on both levels; huge skylights; roof deck possible
- Longterm development opportunity



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Registration Agreement

PRINCIPAL DIRECT OR BROKER REPRESENTED PURCHASER

Re: 1438 U Street, NW, Washington DC

We have been advised that StreetSense Retail Advisors, LLC ("Seller's Agent") is acting as exclusive agent on behalf of Capitol 1438 U, LLC ("Seller"), in connection with the sale of the certain rights, and the building located at 1438 U Street, NW in Washington, DC (the "Property").

Please check one box below and fill in the appropriate areas:

We are informing you that _____ ("Broker") is authorized to act on behalf of _____ ("Purchaser") and represents that Purchaser is interested in the possible purchase of the Property, and has the experience and financial capabilities to undertake a transaction of this magnitude.

-OR-

We are informing you that _____ ("Purchaser") is interested in the possible purchase of the Property, and has the experience and financial capabilities to undertake a transaction of this magnitude.

Therefore, we are requesting that Seller's Agent furnish Broker and/or Purchaser information concerning the Property. This information may include, without limitation, the offering memorandum prepared by Seller's Agent, various papers, documents, legal instruments, studies, brochures, computer output, and other material, and any discussions or Property visitations which are conducted with you or Purchaser concerning the Property (all of the aforementioned information is collectively referred to as "Evaluation Material"). In this connection, Seller's Agent is prepared to furnish the Evaluation Material to Broker and/or Purchaser only upon the condition that both parties, if applicable, agree to treat the Evaluation Material confidentially as hereinafter provided. Therefore, as a prerequisite to Seller's Agent furnishing this Evaluation Material to Purchaser and/or Broker both parties hereby agree as follows:

1. All Evaluation Material furnished to Broker and/or Purchaser by Seller's Agent or Seller will not be used or duplicated by Broker and/or Purchaser in any way detrimental to Seller's Agent or Seller, or for any purpose other than evaluating a possible purchase of the Property. Therefore, Broker and/or Purchaser agree to keep all Evaluation Material (other than information which is a matter of public record or is provided in other sources readily available to the public other than as result of disclosure thereof by Broker and/or Purchaser or its Related Parties) strictly confidential; provided, however, that the Evaluation Material may be disclosed to directors, officers, and employees of Purchaser, and to outside legal counsel and Purchaser's accounting firm (all of whom are collectively referred to as "Related Parties") who need to know such information for the purpose of evaluating a possible purchase of the Property. These Related Parties shall be informed of the confidential nature of the Evaluation Material and shall be directed by Broker and/or Purchaser to keep all such information in the strictest confidence

and to use such information only for the purpose of evaluating a possible purchase of the Property by Purchaser. Broker and/or Purchaser will promptly, upon the request of Seller's Agent or Seller, deliver to Seller's Agent all Evaluation Material furnished to them by Seller's Agent or Seller, whether furnished before or after the date of this letter, without retaining hard or electronic copies thereof.

2. Broker and/or Purchaser agree not to make any of the Evaluation Material available, or disclose any of the contents of the Evaluation Material, or disclose either the fact that discussions or negotiations concerning a possible sale of the Property to Purchaser are taking place or any of the terms, covenants, conditions, or other facts with respect to any such investment, including the status thereof, to any person other than as permitted by the preceding paragraph unless: (i) such person has been identified in writing to Seller's Agent and Seller; (ii) Seller's Agent and Seller have approved, in writing, the disclosure of the Evaluation Material to such person; and (iii) such person has entered into a written Confidentiality Agreement with Seller's Agent and Seller, the provisions of which Agreement shall be substantially the same as the provisions of this Agreement. The term person as used in the Agreement shall be interpreted broadly to include, without limitation, any corporation, partnership, association, or individual. Broker and/or Purchaser will direct Related Parties to whom Evaluation Material is made available not to make similar disclosures and any such disclosure shall be deemed made by and be the responsibility of Broker and/or Purchaser.
3. Although Seller's Agent has endeavored to include in the Evaluation Material information believed to be relevant to your investigation, Broker and/or Purchaser understand and acknowledge that neither Seller's Agent nor Seller makes any representation or warranty as to the accuracy or completeness of the Evaluation Material. Seller's Agent and Seller make no representations or warranties, expressed or implied that actual results of operations, or otherwise, will conform to such projections. Seller and Seller's Agent expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in this Evaluation Material or for omissions from this Evaluation Material, or in any other written or oral communications transmitted or made available to Broker and/or Purchaser. Broker and/or Purchaser agree that neither Seller's Agent nor Seller nor any affiliate of Seller's Agent or Seller shall have any liability to Broker and/or Purchaser or any of their representatives or Related Parties resulting from its use of or reliance upon the Evaluation Material.
4. Seller and Seller's Agent expressly reserve the right, at their sole discretion, to reject any and all expressions of interest or offers to purchase the Property from Broker and/or Purchaser or any other person or entity and/or to terminate discussions with Broker and/or Purchaser or any other person or entity at any time with or without notice. Seller shall have no legal commitment or obligation to Broker and/or Purchaser, or any other person or entity reviewing the Evaluation Material or making an offer to purchase the Property unless and until such sale of the Property is approved on whatever terms deemed acceptable by Seller, a written agreement for the purchase of the Property has been approved by Seller and its legal counsel, executed by Seller and Purchaser, any conditions to Seller's obligations thereunder have been satisfied or waived, and any conditions to Broker's and Purchaser's obligations thereunder have been fully satisfied in the opinion of the Seller.
5. Broker and/or Purchaser have been advised that Seller's Agent is acting on behalf of Seller on an exclusive basis in connection with the investment in the Property. Broker and/or Purchaser agree to indemnify and hold harmless Seller and Seller's Agent, their respective affiliates, successors and assigns, employees, officers and directors against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by any broker, finder or similar agent (including but not limited to

Broker) for commissions, fees or other compensation for bringing about any sale of the Property to Purchaser if such claim or claims are based in whole or in part on dealings with Broker and/or Purchaser or any of its representatives.

BROKER, if any, agrees to look to PURCHASER for the payment of any claim for a cooperative Broker commission, fee or compensation in connection with this transaction.

6. No failure or delay by Seller's Agent or Seller in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof or failure to exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
7. This Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia. Any litigation arising out of this Agreement or the transactions contemplated hereby shall be brought in the courts of the District of Columbia and the parties hereto consent to the venue of such courts.
8. Broker and/or Purchaser acknowledge receipt of CONFIDENTIALITY AGREEMENT and agree to be bound by those terms.

Broker and/or Purchaser are in agreement of the foregoing and will execute this letter and return to:

VIA MAIL: StreetSense Retail Advisors
ATTN: Jared Meier, Lee Engle or Andrew Poncher
4600 East West Highway
Suite 800
Bethesda, MD 20814

VIA FACSIMILE: 301-652-9166

VIA EMAIL: Jared Meier – jmeier@streetsense.com
Lee Engle – lengle@streetsense.com
Andrew Poncher – aponcher@streetsense.com

This letter must be executed letter by Purchaser and Broker, if applicable, prior to receipt of the Evaluation Material.

[SIGNATURE PAGE FOLLOWS]

By signing, you represent that you are legally authorized to do so and that you are permitted and authorized to bind yourself and any entity you are associated with to the terms herein.

AGREED TO AND ACCEPTED:

PURCHASER: _____

By: _____ (Signature) Date: _____

Printed Name: _____

Its: _____ (Title)

Address: _____

Email: _____

BROKER: _____

[If Applicable]

By: _____ (Signature) Date: _____

Printed Name: _____

Its: _____ (Title)

Address: _____

Email: _____

ACKNOWLEDGED BY:

SELLER'S AGENT: StreetSense Retail Advisors, LLC.

By: _____ (Signature) Date: _____

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