

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made this ____ day of _____, 2009 and agreed to by the persons designated as Reviewers on the signature page hereof ("Reviewers").

A foreclosure sale (the "Foreclosure Sale") of certain property located at 200 Professional Drive, Gaithersburg, Maryland 20879 (the "Property") has been scheduled for March 17, 2010, as more particularly set forth in the attached advertisement (the "Foreclosure Advertisement"). In connection therewith, certain materials relating to the Property will be made available to Reviewers subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of being granted the opportunity to review and inspect the Confidential Information, Reviewers agree as follows:

Agreement

Section 1. Purpose. Reviewers agree that their review and inspection of the Confidential Information shall be solely to conduct due diligence on their own behalf and not as an agent, representative or broker of any undisclosed party, for the purpose of determining whether or not to bid on the Property at the Foreclosure Sale. Reviewers agree to indemnify the Substitute Trustees (as identified in the Foreclosure Advertisement), the auctioneer and the secured party and their respective agents, employers, employees, successors and assigns (collectively, "Indemnified Parties") and hold such Indemnified Parties harmless from and against all costs and expenses of any kind whatsoever arising out of or in connection with, directly or indirectly, Reviewers' use or disclosure of the Confidential Information.

Section 2. Non-Disclosure and Use of Confidential information.

(a) Reviewers agree that all Confidential Information shall be used by Reviewers solely for the purpose stated in Section 1. hereof. Reviewers further agree not to disclose any of the Confidential Information to any third party other than to (i) their employees, officers, and directors (including those of their affiliates), (ii) their agents and representatives, including attorneys, accountants and financial advisors, and (iii) insurance and reinsurance firms (collectively, "Representatives").

(b) The term "Confidential Information" shall not include information which: (i) is already known to Reviewers from other sources; (ii) is or becomes generally available to the public other than as a result of a disclosure by Reviewers or any of their Representatives; or (iii) is required to be disclosed by law or by regulatory or judicial process.

(c) In the event Reviewers or any of their Representatives fail in any respect to comply with their obligations under this Agreement, Reviewers shall be liable to the Indemnified Parties for breach of this Agreement.

(d) The rights, powers and remedies provided for in the preceding subsection (c) shall be in addition to and do not preclude the exercise of any other right, power or remedy available to any of the Indemnified Parties under law or in equity. No forbearance, failure or delay in exercising any such right, power or remedy shall operate as a waiver thereof or preclude its further exercise.

Section 3. Review of Confidential information. The Confidential Information will be made available for review by appointment only at the auctioneer's office at Atlantic Auctions, Inc., 802A Bel Air Road, P.O. Box 516, Bel Air, Maryland 21014-0516 or by such other means (if any) as may be acceptable to the Substitute Trustees in their sole discretion.

Section 4. Duplication. Reviewers agree not to make any reproductions, other than handwritten summaries or notes and self-generated computer records, of any item of Confidential Information.

Section 5. Limited Access. Reviewers shall inform each of their Representatives that receives any of the Confidential Information of the requirements of this Agreement and shall require each such Representative to comply with such requirements.

Section 6. No Reliance. The Confidential Information is being provided without recourse, representation or warranty of any kind whatsoever and may not be relied upon by Reviewers as indicative of the value, condition or status of the Property. Reviewers shall not have the right to rely upon the conclusions or other data set forth in the Confidential Information and shall have no claim or recourse against any of the Indemnified Parties in the event of any errors therein or omissions therefrom. This paragraph shall survive the sale of the Property.

Section 7. Termination. Any claim by any of the Indemnified Parties based on a breach of this Agreement occurring prior to the sale of the Property shall survive such sale. Reviewers shall destroy or, at the request of the Substitute Trustees, deliver to the Substitute Trustees any compilations, studies, notes or other documents or records which contain or reflect Confidential Information relating to the Property in the event that Reviewers are not the successful bidder.

Section 8. Own Business Judgment. Reviewers acknowledge and agree that Reviewers will independently make their own credit analysis of the Property and their own independent commercial business decision as to whether to bid on the Property at the Foreclosure Sale, based upon due diligence as Receivers may choose to perform. Reviewers further agree that this paragraph shall survive the sale of the Property.

Section 9. Governing Law. This Agreement shall be governed by the laws of the State of Maryland.

Section 10. Entire Agreement. This Agreement represents the entire agreement relating to the treatment of Confidential Information reviewed by Reviewers.

IN WITNESS WHEREOF, duly authorized representatives of Reviewers have executed this Agreement as of the date set forth below.

WITNESS:

REVIEWERS:

[NAME OF REVIEWER - PLEASE
PRINT ON LINE IMMEDIATELY
BELOW]

By: _____

Name:

Title:

[NAME OF REVIEWER - PLEASE
PRINT ON LINE IMMEDIATELY
BELOW]

By: _____

Name:

Title: