



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

In consideration of disclosures of confidential and/or proprietary information related to

The Ryan Center to be made by RE/MAX ALLEGIANCE, Gary Simpson Listing Broker
("Company/Agent/Broker")

to _____ ("Recipient"), in connection with Recipient's consideration of making one or more investments in real estate and real estate secured indebtedness owned and/or managed by a Seller or its affiliates (the "Purchase of Real Estate"), and other good and valuable consideration, the parties hereby agree to all the following terms & conditions.

1. DEFINITION OF "CONFIDENTIAL INFORMATION". As used in this Agreement, the term "Confidential Information" means any information furnished by RE/MAX ALLEGIANCE to Recipient, and/or its representatives, buyer's, officers, directors, agents, attorneys, accountants or others acting on its behalf for the purpose set forth in this Agreement, which information includes, without limitation, any agreements related to the Property (defined below) such as certain due diligence documents, lease agreements, sublease agreements, license agreements, concessionaires, work agreements, redevelopment plan ("Property Agreements") and any third party and/or information submitted in connection with the Property Agreements, environmental reports and other due diligence information including relevant financial P&L, and any discussions or other communications from RE/MAX ALLEGIANCE to Recipient regarding the matters set forth in this Agreement, regardless whether such information or communication is marked or otherwise identified as confidential. All Confidential Information disclosed by RE/MAX ALLEGIANCE shall be and shall remain the property of RE/MAX ALLEGIANCE. By signing this confidential agreement, you will receive, lease, sublease, information from RE/MAX Allegiance.

2. OBLIGATION OF CONFIDENTIALITY. Recipient acknowledges that (i) RE/MAX ALLEGIANCE conveying the Confidential Information to Recipient solely in order to facilitate the potential sale by Seller to Recipient of the property commonly known as:

The Ryan Center: 21735 Shellhorn Rd. Ashburn, VA. 20147

Gary Simpson REMAX Allegiance Managing Director Commercial Division Licensed In VA & MD

(the "Property"); (ii) Recipient may disclose the Confidential Information or portions thereof only for the above-stated purpose and then only to those of Recipient's officers, buyer's, employees, attorneys, consultants or contractors (collectively, the "Representatives") (a) who need to know such information for the purpose of executing the purchase and sale transaction described above, (b) who are informed by Recipient of the confidential nature of the Confidential Information, and (c) who agree to be bound by the terms of this agreement as if they were parties hereto; prior written consent, will not disclose to any third party any Confidential Information, in whole or in part.

Recipient shall treat and safeguard all Confidential Information as strictly private and confidential, and shall take all steps necessary to preserve such confidentiality and, except as specifically provided in this Agreement,

shall not disclose any Confidential Information to any unauthorized person. Recipient shall be responsible for any breach of this Agreement by its Representatives and Recipient agrees, at its sole expense, to take all necessary measures (including but not limited to court proceedings) to restrain its Representatives from

prohibited or unauthorized disclosure or use of the Confidential Information.

3. **REQUIRED DISCLOSURES.** If Recipient or any of its Representatives are required by law to disclose any of the Confidential Information, Recipient shall provide RE/MAX ALLEGIANCE with prompt prior written notice of such requirement so that RE/MAX ALLEGIANCE may seek an appropriate protective order. In the event such a protective order or other appropriate remedy is not entered or obtained, Recipient may furnish only that portion of the Confidential Information that it is advised by written opinion of counsel is legally required, and Recipient shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information. Recipient agrees that it will not oppose (and will cooperate in) any action by RE/MAX ALLEGIANCE to obtain a protective order or other appropriate remedy or assurance that confidential treatment will be accorded the Confidential Information.

4. **DISCLAIMERS.** Recipient acknowledges and agrees that RE/MAX ALLEGIANCE provides Confidential Information disclosed hereunder on an "AS IS" basis, without warranties of any kind. RE/MAX ALLEGIANCE does not represent or warrant that such Confidential Information is accurate, complete, or current.

5. **SEVERABILITY.** In the event any provision of, or restriction contained in, this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, and is not reformed by such court, the remaining provisions and restrictions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions or restrictions had not been included.

6. **REMEDIES.** Recipient acknowledges and agrees that RE/MAX ALLEGIANCE would be irreparably harmed if any of its Confidential Information were to be disclosed by Recipient to third parties, or if any use were to be made of the Confidential Information other than that specified in this Agreement. Recipient further agrees that RE/MAX ALLEGIANCE & Seller shall have the right to seek and obtain injunctive relief upon any violation or threatened violation of the terms of this Agreement, in addition to all other rights and remedies available to RE/MAX ALLEGIANCE or Seller at law or in equity.

7. **PREVAILING PARTY TO PAY COSTS.** In the event of litigation relating to this agreement, if a court of competent jurisdiction determines in a final, non-appealable order that a party has breached this agreement, then such party shall be liable and shall pay to the non-breaching party the reasonable legal fees (including court costs, witness fees and attorney's fees) such non-breaching party has incurred in connection with such litigation, including any appeal therefrom.

8. **NO WAIVER.** You agree that no failure or delay by RE/MAX ALLEGIANCE in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provisions of this agreement, which shall remain in full force and effect.

9. **GENERAL.** The laws of the Commonwealth of Virginia shall govern this Agreement. This Agreement contains the entire understanding and agreement between Recipient and RE/MAX ALLEGIANCE with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between Recipient and RE/MAX ALLEGIANCE with respect to such subject matter.

NOTE: IN WITNESS WHEREOF, the

Recipient has entered into this Confidentiality and Nondisclosure Agreement intending to be bound hereby as of the date set forth on the next page.

RECIPIENT: Client Name

Company Name:

_____	Company Name: _____	Signature: _____
_____	Broker Signature: _____	Print _____
Name: _____	Print Broker Name: _____	Title: _____
_____	Broker Phone: _____	Address: _____
_____	Broker E-mail: _____	City: _____
State, Zip: _____	Date: _____	Phone: _____

Fax: _____	No Broker/Self Representation: _____	
Email: _____		
Date: _____		

**Gary Simpson REMAX Allegiance Managing Director Commercial Division,
Licensed in VA & MD 1749 Old Meadow Rd, Ste #640 Mclean, VA 22102 O
703-237-9500 C 703-431-3749**