

CONFIDENTIALITY, NON-DISCLOSURE AND NON-RELIANCE AGREEMENT

The following Agreement (“Agreement”) is entered into as of the ____ day of _____, 2012, by and between you, a prospective purchaser (the “Reviewer”), and Tranzon Fox (the “Provider”), for the benefit of Provider and Manufacturers and Traders Trust Company (hereinafter, “M&T Bank” or “Lender”).

WHEREAS, Reviewer has requested the opportunity to review certain information relating to a possible purchase of certain real property (the “Property”) to be auctioned by Tranzon Fox (“Auction Company”) for the benefit of M&T Bank. The Property is more particularly described below.

PROPERTY DESCRIPTION:

Two retail strip shopping centers generally known as: (1) “Milic Shopping Center,” located at 8124-8130 Sudley Road, Manassas, Virginia, 20109 and identified as Virginia Tax Parcel #7696-58-2127; and (2) “The Croatia Center,” located at 10517-10535 Croatia Way, Manassas, Virginia, 20109, and identified as Virginia Tax Parcel #7696-58-0717

WHEREAS, Provider represents that it has certain confidential information related to the Property, (referred to as “Confidential Information”); and

WHEREAS, such Confidential Information constitutes valuable, special and unique property of Provider and/or Lender, and/or other entities doing business with them respectively; and

WHEREAS, Provider is willing to allow Reviewer to receive certain Confidential Information under certain specified conditions for the following reasons:

- (1) to ensure that any confidential information received or reviewed by Reviewer is kept in strict confidence and not disclosed or used, except as specifically authorized by this Agreement; and
- (2) to acknowledge that Reviewer is aware of the critical importance of strict compliance with this Agreement; and

WHEREAS, Reviewer acknowledges that the Property is being sold in an “AS IS” condition and that Provider and/or Lender are not making any representations or warranties as to the accuracy or completeness of any Confidential Information provided hereunder;

NOW, THEREFORE, in consideration of the mutual promises herein, Reviewer agrees as follows:

1. Provider agrees to disclose to Reviewer who hereby accepts from Provider certain Confidential Information and Reviewer agrees to receive and to not make any unauthorized use of the Confidential Information and to maintain said Confidential Information in secrecy and strict confidence. Reviewer will limit access to the Confidential Information to only those persons who require the Confidential Information for the purpose of evaluating the Property for purchase by Reviewer. Any such person reviewing the Confidential Information on behalf of Reviewer must agree to the terms of this Agreement. Any disclosure by such person, shall be deemed made by, and the responsibility of, the Reviewer.

2. Reviewer shall use at least the degree of care to avoid an unauthorized disclosure or use of the Confidential Information as Reviewer employs with respect to its own confidential information of like importance, but not less than reasonable care. Confidential Information shall include, without limitation, technology, know-how, processes, software, databases, trade secrets, contracts, proprietary information,

historical and projected financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, leases, rent rolls, lease information, customer information (including without limitation names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer lists), and all other information or documentation that Provider supplies to Reviewer or its representatives. Confidential Information orally disclosed to Reviewer, disclosed electronically to Reviewer, or provided to Reviewer in response to a request by Reviewer to Provider, will be subject to disclosure and use restrictions contained. Reviewer shall not disclose any of the Confidential Information to any person, or entity unless specifically authorized to do so hereunder.

3. If Reviewer or its officers, directors, employees, agents, or representatives (collectively, its "Representatives") are requested or become legally compelled to disclose any or all Confidential Information or the fact that such information has been furnished to Reviewer or that discussions or negotiations between Reviewer and Provider are taking place, Reviewer agrees to furnish Provider with prompt written notice of such request to allow Provider to seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement.

4. Reviewer understands and agrees that the subject matter of the Confidential Information is the property of the Provider and/or the Lender and that all written material loaned pursuant to this Agreement shall not be reproduced without Provider's permission. All materials provided under this Agreement shall be returned to Provider promptly upon request, without retaining copies thereof. The obligations of confidentiality hereunder shall continue to apply to Reviewer and its Representatives and be binding upon them following the return to Provider of the Confidential Information. If Reviewer does not purchase the Property, Reviewer agrees to return all Confidential Information, together with all copies thereof, to Provider, and similarly, agrees to destroy any analysis, studies, notes, etc. that may have been prepared by Reviewer or its Representatives based on the Confidential Information.

5. Reviewer shall be responsible for any breach of this Agreement by itself or its Representatives. If Provider determines that Reviewer has breached any provision of this Agreement, Provider in its sole discretion may exercise any and all legal or equitable rights or remedies to which it may be entitled due to the breach.

Reviewer agrees that money damages would not be sufficient remedy for breach of this Agreement and that Provider shall be entitled to specific performance and/or injunctive relief as remedies for any such breach or threatened breach. Reviewer further agrees to waive and hereby waives any requirement for the security or posting of any bond in connection with such remedies. Provider shall be entitled to recover from Reviewer all costs of such litigation, including reasonable attorneys' fees, in addition to any other relief to which it is entitled.

6. Reviewer agrees to indemnify and hold harmless Provider, Lender and all officers, directors, employees and agents of Provider and Lender against any and all damages, claims, losses, liability or expenses, including reasonable attorney's fees, that results from Reviewer's breach of this Agreement.

7. REVIEWER ACKNOWLEDGES THAT PROVIDER AND LENDER MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. Reviewer acknowledges that the Property is being sold in an "AS IS" condition and that Provider is providing the documents to Reviewer solely for background purposes only. Accordingly, Reviewer agrees, for itself and its Representatives, that neither Provider, Lender, nor their officers, employees, agents or representatives have made or make any representation or warranty as to the accuracy or completeness of any Confidential Information and that neither Provider, Lender, nor their officers, employees, agents or representatives shall have any liability to Reviewer, or its Representatives, resulting from the use of or reliance on any of the Confidential Information.

8. **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO THE CHOICE OF LAW PRINCIPLES THEREOF.**

9. This Agreement is valid and binding upon execution by Reviewer and Provider's receipt of either an original or facsimile copy of the executed Agreement. Facsimile signatures shall be deemed valid and binding to the same extent as original signatures.

10. This Agreement represents the entire Agreement between Provider and Reviewer relating to the Confidential Information. The person executing this Agreement on behalf of the Reviewer represents that they are authorized to do so and to legally bind the Reviewer.

11. It is understood that this Agreement does not obligate either party to engage in negotiations for purchase of the Property or to enter into an agreement for the purchase and sale of the Property. Reviewer acknowledges that Provider reserves the right, in its sole and absolute discretion, to reject any and all offers or proposals from Reviewer and to terminate discussions and negotiations as to the sale of the Property with Reviewer at any time.

BY EXECUTION OF THIS AGREEMENT, PARTIES ACKNOWLEDGE RECEIPT OF A COPY OF THE AGREEMENT. ANY CHANGES REQUIRE APPROVAL OF THE PROVIDER.

PROVIDER, TRANZON FOX

By: _____

Name: _____

Title: _____

Date: _____

REVIEWER, _____
[insert name of entity]

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

PLEASE PRINT CLEARLY AND SEND COMPLETED FORM TO:
fairfax@tranzon.com or Fax to 703-539-8633