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CONFIDENTIALITY AGREEMENT

The undersigned ("Potential Purchaser") has requested certain information (the "Confidential Information") concerning the Property (Approx. 60 +/- acres in Upper Marlboro MD near Andrew's Air Force Base) which Commercial Brokers LLC ("Broker") has been authorized by the Owner to discuss and obtain offers on. Broker may make such Confidential Information available to Potential Purchaser upon execution of this Confidentiality Letter. The Confidential Information is intended solely for Potential Purchaser's limited use in evaluating the Property. This is not an agreement to sell the Property or any interest therein. No agreement binding upon Owner, or any of its associated or affiliated companies, to sell the Property shall be deemed to exist, at law or equity, until Owner enters into a formal binding agreement, fully executed and delivered by all parties thereto. All discussions about the Property are to go through Broker and if Potential Purchaser shall breach this agreement and bypass Broker, then it shall be liable for Broker's full commission and for damages including collection and legal costs incurred by breach of this agreement. Broker has no authority to bind Owner in connection with the sale of the Property or otherwise.

The Confidential Information contains brief, selected information pertaining to the Property and the business and affairs of Owner. It does not purport to be all-inclusive or to contain all the information, which Potential Purchaser or a prospective purchaser or lender may desire. Neither Owner nor Broker makes any representation or warranty, expressed or implied, as to the accuracy or the completeness of the Confidential Information and no legal liability is assumed or to be implied with respect thereto.

Broker has informed Potential Purchaser that it is of utmost importance that all discussions concerning the proposed transaction (including, without limitation, the fact that any discussions have taken or are taking place) be kept in strict confidence. Accordingly, Potential Purchaser hereby agrees that the Confidential Information will be used only in connection with the proposed transaction and its consideration thereof, and that all discussions concerning the transaction, as well as all Confidential Information, will be kept confidential by Potential Purchaser and its partners, officers, members, agents, employees, contractors, and consultants, and shall not, except as hereinafter provided, be disclosed in any manner whatsoever without the prior written consent of Owner, which may be granted or withheld in Owner's sole and absolute discretion. Information concerning the transaction and the Confidential Information shall be submitted by Potential Purchaser only to those partners, officers, members, agents, employees, contractors and consultants (including lenders) who need to know such

information for the purpose of evaluating the transaction and who shall (i) be advised by Potential Purchaser of the confidential nature of the information and (ii) shall be instructed by Potential Purchaser to treat such information confidentially. Potential Purchaser will be responsible for any such persons to comply with such instruction.

Owner expressly reserves the right to reject any or all proposals or expressions of interest to purchase the Property, to consummate the sale of the Property to a party other than Potential Purchaser, and to terminate discussions at any time with or without notice. If Potential Purchaser does not wish to pursue negotiations, or such negotiations are undertaken but a transaction fails to be consummated with Potential Purchaser, Potential Purchaser hereby agrees to promptly return the Confidential Information to Broker and to maintain the confidentiality of all such Confidential Information disclosed to Potential Purchaser.

Potential Purchaser represents and warrants that it is a principal in connection with the possible acquisition of the Property and waives all claims to be paid a fee or commission in connection with the purchase of the Property. Potential Purchaser also hereby acknowledges that it has not dealt with any broker, other than Broker, and agrees that if a claim for a fee is filed as a result of any broker's or finder's claim or alleged claim of representation of Potential Purchaser, then Potential Purchaser agrees to fully indemnify Owner and Broker against any compensation, liability or expense, arising from such claim.

Potential Purchaser understands and foresees that any violation of this Confidentiality Letter would damage Owner and Broker and their respective successors. Potential Purchaser hereby agrees to indemnify, defend and hold harmless Owner and Broker and their respective members, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability, claim, demand, loss, cost, damage, expense or cause of action (including without limitation, reasonable attorneys' fees and expenses) in connection with any breach or alleged breach of the provisions of this Agreement. In addition, Potential Purchaser agrees that Owner and Broker will have no adequate remedy at law if Potential Purchaser violates or threatens to violate any of the terms of this Confidentiality Letter. In such event, Owner and/or Broker will have the right, in addition to any other right Owner and Broker may have, to seek injunctive relief to restrain any breach or threatened breach by Potential Purchaser or to compel specific enforcement of the terms of this Agreement.

Potential Purchaser understands and agrees that the Confidential Information does not purport to be complete and accurate, and that Potential Purchaser will rely entirely on its own due diligence with regard to all matters. No representations or warranties are implied by the submission of the Confidential Information and none is given unless Owner subsequently elects to make specific, limited representations and warranties in a final, fully executed and delivered, sale agreement definitive in form and scope. Potential Purchaser agrees that neither Owner nor Broker shall have any liability to Potential Purchaser as a result of its use of the Confidential Information and it is understood that Potential Purchaser is expected to perform and be responsible for such due diligence investigations and inspections of the Property, including investigation of any

environmental conditions, as Potential Purchaser deems necessary or desirable and as permitted by agreement with Owner.

If you wish to discuss or view Confidential Information as outlined herein, please sign below and **FAX THIS DOCUMENT TO (301) 469-7438**, Attention: Nick Propps.

ACCEPTED AND AGREED:

POTENTIAL PURCHASER

Company: _____

Email: _____

Name: _____

Title: _____

Signature: _____

Phone: _____

Fax #: _____