

## **CONFIDENTIALITY, RELEASE AND INDEMNIFICATION AGREEMENT**

The undersigned (together with its heirs, successors and assigns, the “Reviewing Party”) has advised (i) A.J. Billig & Co., its representatives, agents, employees, successors and/or assigns (collectively, the “Auctioneer”), (ii) Mooring Capital Fund, LLC, its representatives, agents, employees, successors and/or assigns (collectively, the “Secured Party”), the holder of the indebtedness secured by certain real property and the improvements thereon commonly known as 1653 Marley Avenue, Glen Burnie, Maryland 21060 (the “Property”) pursuant to the terms and conditions of that certain Indemnity Deed of Trust and Security Agreement, dated June 9, 2009, executed by Usterra Marley, LLC (the “Owner”) and recorded among the Land Records of Anne Arundel County, Maryland (“Land Records”) at Liber 21185, Folio 313 (the “IDOT”), and (iii) J. Patrick Gill, Scott W. Foley and Joseph A. Pulver, Shapiro Sher Guinot & Sandler, P.A., their personal and legal representatives, agents, employees, successors and/or assigns (collectively, the “Substitute Trustees”), who were appointed by the Secured Party as Substitute Trustees under the IDOT encumbering the Property, hereby acknowledge and agree as follows:

The Reviewing Party wishes to receive from the Auctioneer, the Substitute Trustees and/or the Secured Party certain information with respect to the Property for the sole purpose of conducting due diligence in connection with its contemplated purchase of the Property at auction (the “Authorized Use”). The Auctioneer, the Substitute Trustees and the Secured Party (collectively, the “Disclosing Parties”) will not make any information regarding the Property available to the Reviewing Party until the Reviewing Party has executed this Confidentiality, Release and Indemnification Agreement (this “Agreement”) and returned it to the Auctioneer (c/o Dan Billig, dan@ajbillig.com) or the Substitute Trustees (c/o J. Patrick Gill, jpg@shapirosher.com).

The Disclosing Parties are prepared to provide to the Reviewing Party certain information regarding the Property. All information so provided by the Disclosing Parties to the Reviewing Party is hereinafter referred to as the “Information”; provided, however, that the Information shall not include any information which (i) has been or is obtained by Reviewing Party from a source independent of Disclosing Parties, (ii) is or becomes generally available to the public, other than as a result of an unauthorized disclosure by Reviewing Party or its personnel, or (iii) is independently developed by Reviewing Party without reliance in any way on the Information or Materials (as defined herein) provided by the Disclosing Parties. “Materials” shall mean any loan documents, surveys, ordinances, lease agreements, environmental assessments and/or other documents and media or other written records (including all copies, extracts and summaries thereof) containing any Information and provided to the Reviewing Party by the Disclosing Parties with reference to this Confidentiality, Release and Indemnification Agreement (this “Agreement”).

All Information and Materials provided by the Disclosing Parties to the Reviewing Party shall be subject to the following conditions:

1. Confidentiality. The Reviewing Party acknowledges that it is being given access to the Information and Materials solely for purposes of the Authorized Use. The Reviewing Party agrees that (i) it will not use the Information and Material other than for the Authorized Use, (ii) it will keep the Information and Materials confidential at all times, and (iii) it will not copy or modify the Materials, or any copy, adaptation, transcription, or merged portion

thereof, except as expressly authorized by the Disclosing Parties, in writing, which authorization may be granted or withheld in the Disclosing Parties' sole and absolute discretion; *provided however*, that the Information and Materials may be disclosed to the Reviewing Party's employees and professional consultants and/or advisors who have been advised of the existence of this Agreement and whom the Reviewing Party has engaged to assist in the evaluation of the Information and Materials in order to accomplish the Authorized Use (collectively, "Related Parties") after providing such Related Parties with a copy of this Agreement, disclosing and explaining the scope of this Agreement and obtaining their consent to abide by the terms hereof.

2. No Representations or Warranties. The Disclosing Parties make no representations or warranties as to the accuracy, completeness, condition, or suitability of the Information or Materials, nor shall the Disclosing Parties have any liability whatsoever to the Reviewing Party, the Related Parties or anyone else from their use of the Information and Materials. Reviewing Party acknowledges that the Information may have been furnished to the Disclosing Parties by others, has not been independently verified by the Disclosing Parties, and is not guaranteed as to completeness or accuracy. The Disclosing Parties make no representation, warranty or covenant regarding the accuracy of the Information and Materials or the condition or use of the Property whatsoever. The Reviewing Party is urged to conduct its own due diligence and make its own inspections. The Property is being sold in "AS IS, WHERE IS" condition with "ALL FAULTS" and without any recourse, representations or warranties, either expressed or implied, as to the nature, condition, value, use or description of the Property. The Reviewing Party waives, releases and discharges the Disclosing Parties from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, liabilities, variances, trespasses, damages, judgments, extents, executions, claims and demands, whatsoever in law or equity, whether known or unknown, arising from or relating to the Reviewing Party's or any Related Parties' reliance upon the Information or Materials.
3. Compelled Disclosure. If the Reviewing Party is requested or becomes compelled pursuant to a civil lawsuit or any criminal investigation or proceeding (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any of the Information or Materials, the Reviewing Party will provide the Disclosing Party with prompt (not less than five (5) days from receipt of process) written notice prior to disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Reviewing Party will furnish only that portion of the Information and Materials that is legally required, and the Reviewing Party will endeavor to obtain assurance that confidential treatment will be accorded the Information and Materials.
4. Retention and Destruction. If and when the Reviewing Party determines it will not purchase the Property, or upon the Disclosing Parties' request, Reviewing Party shall promptly return or destroy all Materials, discontinue all further use of the Information, and certify that such action has been taken.

5. Specific Performance. The Reviewing Party acknowledges and agrees that if Reviewing Party breaches the terms hereof, immediate and irreparable injury or damage may be caused to the Disclosing Parties, and as a result thereof, the Reviewing Party hereby agrees to the immediate passage of an order of specific performance, or for injunctive relief against the Reviewing Party and/or its agents and in favor of the Disclosing Parties as a result of such breach, and that the Disclosing Parties shall be entitled to attorney's fees and expenses in connection with obtaining any order of specific performance and/or order granting injunctive relief against the Reviewing Party and/or its agents.
6. Indemnification. The Reviewing Party hereby agree to indemnify, defend and hold the Disclosing Parties harmless from and against any and all liabilities, losses, damages, costs, expenses, claims, charges, judgments and awards arising from or relating to the Reviewing Party's breach of this Agreement.
7. Governing Law, Severability, Number, and Counterparts. The validity, legality, and construction of this Agreement or any of its provisions shall be determined under the laws of the State of Maryland, and shall be enforced exclusively in a court of competent jurisdiction and venue within the State of Maryland. If any provision contained in this Agreement cannot be enforced to its fullest extent, then such provision shall be enforced to the maximum extent permissible by law. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect or limit the validity and enforceability of any other provision hereof. Where context requires, the plural shall include the singular and vice versa.
8. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters contained herein and supersedes all existing agreements and all other oral, written, or other communications between the parties concerning the subject matter of this Agreement. This Agreement may be modified or waived only by a separate writing signed by the parties hereto expressly so modifying or waiving this Agreement.
9. Successors and Assigns. This Agreement shall be binding on Reviewing Party and the Disclosing Parties, and their respective successors and assigns.

*[signatures contained on following page]*

If the Reviewing Party is in agreement with the foregoing, please sign and return this Agreement to the Auctioneer (c/o Dan Billig, dan@ajbillig.com) or the Substitute Trustees (c/o J. Patrick Gill, jpg@shapirosher.com).

**Reviewing Party:**

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Additional Authorized Related Parties:**

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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