

## **Waiver and Confidentiality Agreement**

### **Potomac Chase**

You have requested that A.J. Billig & Company, LLC ("A.J. Billig") provide you with confidential financial and operational information in connection with your due diligence examination of the real property, improvements and other interests known as Potomac Chase (the "Property") so that you may evaluate the possibility of bidding on the Property.

As a condition of A.J. Billig providing the information you have requested in the past and may request in the future, which may include but may not be limited to Potomac Chase Offering Memorandum, GEO 150343 Potomac Chase Geotechnical Report 2015-05-19, 2018-02-27 Potomac Chase WCD Determination, Potomac Chase – Lot Layout Exhibit Feb 2, Approved Revised Preliminary PlanR, On-Site Full Set to CPIS R1, OS-Water Full Set to CPIS, Potomac Chase OS Sewer, and other documents (hereinafter collectively referred to as the "Property Information"), you agree to treat the Property Information strictly in accordance with the provisions of this Letter Agreement.

As a condition to the delivery of the Property Information, **THE UNDERSIGNED SIGNS BELOW TO ACKNOWLEDGE READING THE FOLLOWING TERMS AND CONDITIONS OF SUCH DELIVERY AND AGREES TO BE BOUND THEREBY:**

Neither the seller, nor A.J. Billig, nor their respective principals, agents, successors and assigns (collectively the "Selling Parties"), nor any other person connected with this sale makes any representation or warranty of any nature whatsoever with respect to the Property Information, including its content or scope. The Property Information is addressed solely to you and is not intended to be nor can be relied upon by anyone else. The Property Information has been provided as an accommodation to you as a prospective bidder to assist you in your due diligence with respect to the Property and for no other purpose.

The Property will be sold subject to all matters known and unknown, in "AS IS, WHERE IS" condition, without records, representation or warranty. The selling Parties do not make any representations or warranties, either expressed or implied, with respect to the Property, or any tenancies or parties in possession, including, without limitation, the description, use, structural integrity, physical conditions, construction, extent of construction, workmanship, materials, contents, habitability, subdivision, zoning, environmental conditions, compliance with building codes or other laws (such as Americans with Disabilities Act), ordinances, or regulations, fitness for a particular purpose or merchantability of all or any part of the Property.

You, as a prospective bidder, waive and release the Selling Parties from any and all claims you or your agents, successors and assigns may have now or in the future relating to the condition of the Property.

The foregoing provisions supersede any other statement, representation, or warranties with respect to the subject matter made by the Selling Parties, or any other person connected with the condition and/or potential sale of the Property.

You agree that you will utilize the Property Information solely in connection with an evaluation of the merits of a possible bid on the Property. You further agree that the Property Information will be received and maintained in the strictest confidence and will not be revealed, reported, published or otherwise disclosed to any other person, entity or third party without the written consent of the seller or A.J. Billig.

**Waiver and Confidentiality Agreement - Page 2**  
**Potomac Chase**

At any time upon the request of the seller or A.J. Billig, you shall promptly return all written material containing or reflecting any of the Property Information to the seller or A.J. Billig and will not retain any copies, extracts or other reproductions, in whole or in part, of the Property Information. Additionally, at any time upon the request of the seller or A.J. Billig, all documents, memoranda, notes and other writings whatsoever (including all copies, abstracts or other reproductions) prepared by you or on your behalf based upon or in any way derived from the Property Information shall be destroyed and such destruction shall be certified in writing to the seller and A.J. Billig. The redelivery or destruction of the Property Information shall not in any way relieve you of your obligation of confidentiality or the waivers contained herein.

It is understood and agreed that no failure or delay by the seller or A.J. Billig in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Maryland and the seller or A.J. Billig may take any necessary action to compel specific performance of this Letter Agreement or enjoin any violation of this Letter Agreement so that the Property Information is not used in any manner to harm or adversely affect the Selling Parties or the potential sale of the Property.

If you are in agreement with the foregoing, please indicate by signing and returning the enclosed copy of this Letter Agreement, whereupon it will constitute our agreement with respect to the Property Information being provided to you.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Day) (Month) (Year)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

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

City, State Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

***(Please print clearly!)***

How did you hear about the auction? \_\_\_\_\_