

DLA Piper LLP (US)
6225 Smith Avenue
Baltimore, Maryland 21209-3600
SUBSTITUTE TRUSTEES' SALE

OF
PROPERTY LOCATED AT 200 PROFESSIONAL DRIVE, GAITHERSBURG,
MONTGOMERY COUNTY, MARYLAND 20879
CONTAINING 3.7 ACRES OF LAND, MORE OR LESS,
IMPROVED BY A FOUR-STORY OFFICE BUILDING CONTAINING
APPROXIMATELY 60,000 SQUARE FEET, MORE OR LESS

AND

SECURED CREDITOR'S SALE OF PERSONAL PROPERTY

WEDNESDAY, MARCH 17, 2010

TEN O'CLOCK (10:00) A.M.

SALE TO BE HELD AT THE FRONT STEPS OF
THE CIRCUIT COURT FOR MONTGOMERY COUNTY

Under and by virtue of a power of sale contained in a Deed of Trust, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement dated July 30, 2007 and recorded among the land records of Montgomery County, Maryland (the "Land Records") in Liber 34669, folio 676 (the "Deed of Trust"), Richard M. Kremen and Dale K. Cathell, Substitute Trustees, having been appointed by an instrument duly executed, acknowledged and recorded among the Land Records, default having occurred under the terms of the Deed of Trust and at the request of the beneficiary and secured party, will offer for sale at public auction at the front steps of the Circuit Court for Montgomery County, 50 Maryland Avenue, Rockville, Maryland 20850 on **Wednesday, March 17, 2010 at ten o'clock (10:00) a.m.** the following:

LEGAL DESCRIPTION:

All that certain lot or parcel of land situated and being in Montgomery County, Maryland, and being more particularly described as follows: Lot numbered Two (2) in Block "A" in the subdivision known as "Gaithersburg North Research and Development Center", as per plat thereof duly recorded in Plat Book 118 at plat 13892, among the land records of Montgomery County, Maryland.

TOGETHER WITH all rights, privileges, easements, accessions, and appurtenances thereunto belonging or appertaining; and

TOGETHER WITH all improvements, fixtures and equipment and other personal property located on or at the real property on the date of sale, owned by Grantor and subject to the Deed of Trust (collectively, the above described real property and personal property are called the "Property").

MANNER OF SALE: The Property will be offered for sale as an entirety.

DEPOSIT: A deposit in the amount of \$400,000 in the form of a certified or cashier's check, or such other form as the Substitute Trustees and/or secured party may determine acceptable in their sole discretion, will be required of all bidders at the time of sale, except for a bidder on behalf of the secured party.

TERMS OF SALE: The balance of the purchase price shall be paid in cash within ten (10) business days of the final ratification of sale by the Circuit Court for Montgomery County. If payment of the balance does not take place by the aforesaid time, in addition to any other legal or equitable remedies available to them, the Substitute Trustees and/or secured party may declare the entire deposit forfeited and resell all or any of the Property at the risk and cost of the defaulting purchaser. In such event, the defaulting purchaser shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, attorneys' fees and all other charges incurred by the Substitute Trustees and/or secured party. In the event that the Property is purchased by someone other than the secured party, interest is to be paid on the unpaid purchase money at the rate of 8% per annum from date of sale to the day the funds are received by the Substitute Trustees and/or secured party. In the event that settlement is delayed for any reason and any or all of the Property is purchased by someone other than the secured party, there shall be no abatement of interest caused by the delay. Purchaser shall be responsible for any taxes due (including past due taxes, interest and penalties) or which become due on the Property, water rents and other public charges and assessments paid on an annual basis, including sanitary and/or Metropolitan District charges, if any, and all settlement costs, including recordation taxes and transfer taxes. Additional terms may be announced at time of sale.

Information obtained by the Substitute Trustees indicates that the tenants listed below are in possession of portions of the Property. The Property is offered for sale subject to whatever rights these tenants may have in these tenancies and without waiver of any rights or remedies of landlord with respect to such tenants:

Lease agreement dated January 25, 2005 between TWG Professional Drive, L.L.C. and AmeriDream Incorporated, as amended.

Rooftop Lease Agreement dated March 27, 1997 between Montgomery County Teachers Federal Credit Union and Washington D.C. SMSA L.P., as amended.

Copies of the lease agreements are available from the Auctioneer upon request.

The Property will be sold subject to all matters known and unknown, in "AS IS, WHERE IS" condition, without representation or warranty of any kind whatsoever, subject to all recorded and unrecorded easements, agreements, rights-of-way, liens, covenants, conditions and restrictions, existing code violations and environmental and other conditions, and all applicable federal, state, and local laws, ordinances and regulations affecting the Property.

The Substitute Trustees and secured party reserve: (1) the right to accept or reject any or all bids and to sell the Property in the manner which the Substitute Trustees and/or secured party determines, in the exercise of their sole discretion, provides the highest yield to the secured party; (2) the right to modify or waive the requirements for bidders' deposits and terms of sale and/or settlement; (3) the right to withdraw all or any part of the Property from the sale prior to acceptance of the final bid; and (4) the right to cancel or postpone the sale.

Neither the Substitute Trustees, the secured party, the auctioneer nor any other party makes any warranty or representation, either expressed or implied, of any kind or nature regarding the Property, including, without limitation, the description, use, physical condition, subdivision, zoning, environmental condition, compliance with applicable laws, ordinances, or regulations, or fitness for a particular purpose of the Property. The purchaser shall assume the risk of loss for the Property immediately after the sale.

If the Substitute Trustees or secured party are unable to convey the Property as described above, by reason of any defect in the title or otherwise, the sole remedy of the purchaser at law or in equity shall

be limited to the refund of the aforementioned deposit. Upon refund of the deposit to the purchaser, the sale shall be void and of no effect, and the purchaser shall have no further claims against the Substitute Trustees or the secured party. Title to the Property shall be conveyed by means of a Substitute Trustees' deed and bill of sale, without any representations, warranties or covenants of any kind whatsoever.

At the time of sale, the purchaser shall be required to sign a contract of sale (the "Contract of Sale") which shall include, by reference, all the terms and conditions contained herein, specifically including, but not limited to, the following provisions: "Purchaser agrees and represents that Purchaser is purchasing the Property subject to all matters known and unknown, in "AS IS, WHERE IS" condition. In executing and delivering the Contract of Sale, Purchaser recognizes Purchaser has not relied upon nor been induced by any statements or representations of any person, including the Substitute Trustees, the secured party or their respective agents, employees, successors and assigns (collectively, the "Released Parties"), in respect of the condition of the Property, including the environmental condition of the Property. Purchaser has not relied on anything in any advertisement for the sale of the Property, but rather has relied solely on such investigations, examinations or inspections of the Property as Purchaser has made. Purchaser waives and releases the Released Parties from any and all claims Purchaser or its successors and assigns may have now or in the future relating to the condition of the Property. Purchaser acknowledges and agrees that this provision was a negotiated part of the Contract of Sale and serves as an essential component of consideration for the same. The parties specifically acknowledge and agree that this clause bars all claims by Purchaser against the Released Parties, arising from the condition of or releases from the Property pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and all other actions pursuant to federal, state or local laws, ordinances or regulations for any environmental condition of or releases from the Property."

The form of Contract of Sale is available at the office of the auctioneer and will be available at the place of sale prior to the sale.

Note: The information contained herein was obtained from sources deemed to be reliable, but is offered for information purposes only. None of the Substitute Trustees, the secured party, the auctioneer or any other party makes any representations or warranties of any kind whatsoever with respect to the accuracy of the information contained herein.

Further information on the Property may be obtained at the office of the auctioneer.

Richard M. Kremen,
Dale K. Cathell,
Substitute Trustees

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