

4100 River Road NW, Washington, DC 20016

Confidentiality Agreement

To: Andrew McAllister
Company: MAC Realty Advisors, LLC
Fax No.: (202) 258-8702
Email: amcallister@macrealtyadvisors.com

On behalf of The Citizens Heights Church ("Owner"), MAC Realty Advisors, LLC ("Broker"), as exclusive agent, is prepared to make available to the undersigned and certain of your employees and representatives (hereinafter individually and collectively referred to as "Prospect") information, data, and documents (the "Confidential Information") relating to the marketing 4100 River Road NW, Washington, DC ("Property"), which Owner considers to be proprietary and confidential in nature. Accordingly, in consideration of Owner permitting such access, Prospect agrees as follows:

1. That Prospect will treat the Confidential Information (and the fact that the Confidential Information is being disclosed to Prospect) as being strictly confidential.
2. That Prospect will not disclose or permit the disclosure of the Confidential Information to any person or entity except to those employees, representatives, consultants and professional advisors of Prospect who have legitimate need to review or know the Confidential Information and who have, prior to disclosure, agreed in writing to be bound by the terms of confidentiality set forth herein (the "Permitted Parties").
3. That Prospect will not disseminate or make additional copies of the Confidential Information, or allow copies thereof to be made, except for use exclusively by the Permitted Parties.
4. That Prospect and the Permitted Parties will not use the Confidential Information except with respect to their due diligence investigations and evaluations of the Property. Prospect is advised to perform its own due diligence with respect to all Property information. The Confidential Information is from sources deemed to be reliable, but the accuracy and completeness thereof is not represented, warranted or guaranteed by Owner or Broker.
5. That the Confidential Information will not be retained by Prospect or by the Permitted Parties after the use thereof is no longer required, and all Confidential Information will be either destroyed or returned to Owner, at the election of Owner.
6. Owner and Broker expressly reserve the right, at their sole discretion, to reject all expressions of interest or offers to purchase the Property from Prospect and/or to terminate discussions with Prospect at any time with or without notice.
7. Prospect has been advised that Broker is acting on behalf of Owner as exclusive broker in connection with the marketing of the Property. Therefore, Prospect agrees to pay all outside brokerage commissions and fees related with the sale of the Property and indemnify and hold harmless Broker and Owner from any loss, liability or expense, including reasonable attorney's fees arising out of any claim or claims by any broker, finder or similar agent for commissions, fees, or other compensation for bringing about any sale of the property to Prospect if such claim or claims are based in whole or in part on dealings with Prospect or any of its representatives.

Very truly yours,

Andrew McAllister, Executive Director
MAC Realty Advisors, LLC

AGREED TO:

Signature:	Street Address:
Name:	City, State, Zip:
Title:	Telephone:
Company:	Email:
Date:	