

1515 9th Street NW, Washington, DC

Confidentiality Agreement ("Confidentiality Agreement")

To: Andrew McAllister
Company: MAC Realty Advisors, LLC
Email: amcallister@macrealtyadvisors.com

MAC Realty Advisors, LLC, as exclusive agent on behalf of the Property Owner ("Owner") 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 Property, which Owner and the Owner affiliate owning the Property consider 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 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.
5. That Prospect understands and acknowledges that neither Owner nor any of its representatives (including without limitation any of Owner's partners, directors, officers, employees, or agents) makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. That Prospect agrees that neither Owner nor any of its representatives (including without limitation any of Owner's partners, directors, officers, employees, or agents) shall have any liability to the Prospect or to any of its representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. Only those representations or warranties which are made in a final definitive agreement regarding any transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.
6. That Prospect shall maintain and shall cause each of the other Permitted Parties to maintain, the strict confidentiality of the Confidential Information; provided, however that such confidentiality restriction shall not apply to any Confidential Information that was, is, or becomes generally available to the public (other than as a result of a disclosure in violation of the terms of this Confidentiality Agreement) or that was, is or, becomes available on a non-confidential basis prior to disclosure to any Permitted Parties.
7. 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.
8. This Confidential Agreement will terminate for all parties after a period of twelve (12) months from execution.

AGREED TO:

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