

Principal Confidentiality Agreement

The undersigned has been advised that MacKenzie Commercial Real Estate Services, LLC (“MacKenzie”) has been retained on an exclusive basis by the Owner of the property (“Owner”) with respect to the offering for sale of Brown Memorial Woodbrook United Presbyterian Church, 6200 North Charles Street, Baltimore, Maryland 21212 (the “Property”). Owner has indicated that all inquiries and communications with respect to the contemplated sales of such Property be directed to MacKenzie. All fees due MacKenzie with the sale of the Property shall be paid by Owner. The undersigned hereby acknowledges that it is a principal or an investment advisor in connection with the possible acquisition of the Property and agrees that it will not look to the Owner or MacKenzie for any fees or commissions in connection with the sale of the Property. The undersigned also hereby acknowledges that it has not dealt with any broker, other than Jim Grieves or Bill Whitty of MacKenzie regarding the acquisition of the Property, or if it has, the undersigned hereby agrees to indemnify the Owner and MacKenzie against any compensation liability or expense, arising from claims by any other broker, other agent of MacKenzie or other party the undersigned had dealings with (excluding Jim Grieves or Bill Whitty of MacKenzie) in connection with the sale of the Property.

MacKenzie has made available for review by the undersigned certain information (“Confidential Information”) concerning the Property including but not limited to operating budgets, contractual arrangements, records, reports, manuals or other business records, or information concerning the owner’s current or prior use of the Property. The undersigned acknowledges that such Confidential Information need not be conspicuously marked as such to be covered by the terms of this agreement. On behalf of the Owner, MacKenzie may make such Confidential Information available to the undersigned upon execution of this Confidentiality Statement. The Confidential Information is intended solely for your own limited use in considering whether to pursue negotiations to acquire the Property. This is not an agreement to sell the Property nor an offer of sale. No agreement binding upon the Owner of the Property, or any of its associated or affiliated companies, shall be deemed to exist at law or equity, until the Owner of the Property enters into a formal binding agreement of sale. The undersigned shall not disclose such Confidential Information in any manner for a period of two (2) years following this agreement.

The Confidential Information contains brief, selected information pertaining to the business and affairs of the Owner, and has been prepared on Owner’s behalf by MacKenzie, primarily from information supplied by Owner or the Owner’s agent. It does not purport to be all-inclusive or to contain all the information, which a prospective purchaser may desire. Neither MacKenzie nor Owner make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and no legal liability is assumed or to be implied with respect thereto.

By executing the Confidentiality Statement you agree that the information provided is confidential, that you will hold and treat it in the strictest of confidence, and that you will not disclose or permit anyone else to disclose or permit anyone else to disclose the information to any person, firm or entity without prior authorization of the Owner and MacKenzie, except that the information may be disclosed to your partners, employees, legal counsel and lenders as required to evaluate any possible purchase of the Property or pursuant to a court order, provided however, that you notify MacKenzie and Owner promptly on receipt of any such order. Owner expressly reserves the right in its sole discretion to reject any or all proposals or expressions of interest in the Property and to terminate discussions with any party at any time with or without notice. If you do not wish to pursue acquisition negotiations, you hereby agree to return the Confidential Information to MacKenzie

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2018.

Signature: _____

Name (Printed): _____

E-Mail: _____

Company: _____

Address: _____

Phone No.: _____