

## **THE AETNA BUILDING CONFIDENTIALITY AGREEMENT**

We understand that your organization (the "Company") is interested in pursuing the acquisition of the above referenced properties (the "Acquisition") involving Owner (collectively the "Owner"). To assist you in your evaluation of a potential acquisition of that certain property currently managed or controlled by Owner, we will provide you with certain information concerning the acquisition. As a condition to furnishing you with such information, Company agrees to treat confidentially such information and any other information (collectively the "Evaluation Material") which Owner, its affiliates, partners, lenders, employees, agents, attorneys, accountants, advisors or references (collectively the "Representatives") furnish to your Company. The term Evaluation Material will also include any analysis, compilations, studies or other documents prepared by Company or Company's Representatives containing, or based in whole or in part on, any information furnished by Owner.

Company agrees that the Evaluation Material will be kept confidential by it and its Representatives and shall not, except as hereinafter provided, without the prior written consent of Owner, be disclosed by it or its Representatives other than for the purpose of evaluating the Acquisition. Moreover, Company further agrees to transmit Evaluation Material only to those of its Representatives who need such information for the purpose of evaluating the Acquisition and who shall (i) be advised by Company of this letter agreement (the "Agreement") and (ii) agree with Company to be bound by the provisions hereof. Company shall be responsible for any breach of this Agreement by its Representatives.

In the event that the acquisition is not effected after Company has been furnished with Evaluation Material, Company will promptly deliver to Owner the Evaluation Material and all copies thereof, except for the portion of compilations, studies or other documents prepared by Company or its Representatives, without retaining any copy thereof. That portion of the Evaluation Material which consists of analysis, compilations, studies or other documents prepared by Company or its Representatives will be held by it and kept confidential and subject to the terms of this agreement, or destroyed at the request of Owner. Such destruction will be confirmed by Owner.

The term Evaluation Material does not include information which (i) becomes generally available to the public other than as a result of disclosure by Company or its Representatives, (ii) was available to Company on a non-confidential basis prior to its disclosure to Company by Owner or its Representatives, or (iii) becomes available to Company on a non-confidential basis from a source other than Owner or its Representatives; provided, however, that such source is not bound by a confidentiality agreement with Owner or its Representative.

Although Company understands that Owner has endeavored to include in the Evaluation Material information known to it which it believes to be relevant for the purposes of Company's investigation, Company further understands that except as may otherwise be agreed in writing, Owner does not make any representation or warranty as to the accuracy or completeness of the Evaluation Material. Company agrees that neither Owner nor its Representatives shall have any liability to Company or any of its Representatives under this agreement for any cause whatsoever.

This agreement shall be governed and construed in accordance with the laws of the State of Florida, may not be changed, waived or terminated orally and shall be binding upon the parties and their successors or assigns.



The Company confirms the understanding that any agreements between the Company and Owner concerning the Acquisition will exist only when such agreement is in writing and duly executed by the parties thereto.

AGREED TO AND ACCEPTED BY  
COMPANY:

(If applicable)  
Any fees to purchaser's broker are to be paid by  
Purchaser. CBRE shall not be responsible  
for any commission or fees to purchaser's Broker.

PLEASE PRINT CLEARLY:

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

Broker: \_\_\_\_\_

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

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

City, ST Zip: \_\_\_\_\_

City, ST Zip: \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

e-mail: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**PLEASE EXECUTE AND RETURN THIS CONFIDENTIALITY AGREEMENT VIA E-MAIL TO KATIE FUTRELL AT CBRE AT [KATHRYN.FUTRELL@CBRE.COM](mailto:KATHRYN.FUTRELL@CBRE.COM) OR VIA FACSIMILE AT 904.791.8953.**

**\*PLEASE NOTE THAT ACCESS TO THE OFFERING MATERIALS ON CBRE MARKETPLACE WILL BE GRANTED ONLY TO THE PERSON EXECUTING THE CONFIDENTIALITY AGREEMENT. IF YOU WOULD LIKE FOR ADDITIONAL PEOPLE TO HAVE ACCESS PLEASE PROVIDE THEIR EMAIL ADDRESSES BELOW:**

