



CONFIDENTIALITY AGREEMENT

In connection with _____ (“Prospective Buyer”) seeking to purchase 4237 Salisbury Road, Building One, Jacksonville, FL 32216 (the “Property”), CB 4237 Salisbury LLC (the “Seller”) has agreed to make available to _____ (collectively, “Recipient”) certain of its confidential and proprietary information, including without limitation, rent rolls, operating statements, business plans, financial, competitive, technical, and research information (“Confidential Information”). Such information shall be subject to this Confidentiality Agreement. In consideration of Recipient receiving such information, Recipient hereby agrees as follows:

1. Recipient agrees that any Confidential Information which Seller discloses to Recipient, whether in oral, written, graphic, machine recognizable or other form, which relates or pertains to the Property or the Seller, or any information generated by Recipient which incorporates in whole or in part the foregoing, shall be deemed "Confidential Information" for purposes of this Confidentiality Agreement.
2. Without the prior express written consent of Seller, for a period of twenty-four (24) months hereafter, Recipient shall not disclose Confidential Information to any person or entity, including but not limited to, Prospective Buyer and other employees of Recipient’s brokerage. Notwithstanding the foregoing, this Confidentiality Agreement shall not apply to Confidential Information which at the time of disclosure or thereafter: (i) is available to or known by the public other than as a result of disclosure by Recipient, (ii) is already lawfully in the possession of or has been independently developed by Recipient, or (iii) is required to be disclosed by law after Recipient has provided to Seller reasonable opportunity to seek a protective order against such disclosure.
3. Without the prior written consent of Seller, the Recipient shall not contact any tenants of the Property and with respect to the Property, excluding Seller’s real estate broker, any of Seller’s employees, agents, or vendors.
4. Recipient agrees to return to Seller or destroy, upon request of Seller, all Confidential Information and copies thereof. If requested by Seller, Recipient shall provide a written certification to Seller that it has complied with this Paragraph 4.
5. Recipient acknowledges and agrees that a violation of this Confidentiality Agreement may cause irreparable harm to the Seller, and that it may be impossible to estimate or determine the damage that may be suffered by Seller in the event of a breach of this Confidentiality Agreement. Accordingly, Recipient agrees that Seller shall be entitled as a matter of right to an injunction restraining any violation of this Confidentiality Agreement, such right to an injunction to be cumulative in addition to whatever other remedies at law or otherwise that Seller may have. In the event of litigation relating to this Confidentiality Agreement, Recipient shall pay to the Seller the legal fees and expenses of Seller in connection with such litigation, including any appeal therefrom, in the event that a court determines that Recipient has breached this Confidentiality Agreement.
6. Recipient understands and acknowledges that Seller is not making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and that neither Seller, nor any of its respective officers, directors, employees, stockholders, owners, affiliates, agents or representatives will have any liability to Recipient or any other person resulting from its use or reliance upon the Confidential Information.
7. Recipient's obligations of confidentiality under this Confidentiality Agreement shall survive the termination of its communications with Seller and shall be binding upon Recipient’s successors and assigns.
8. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by Seller by any disclosure of confidential information under this Confidentiality Agreement.
9. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of laws of that state.
10. This Confidentiality Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and is not intended to confer any right or benefit upon any person other than the parties hereto.

[Signatures on following page.]

IN WITNESS WHEREOF the parties have duly executed this Confidentiality Agreement as of the _____ day of _____.

SELLER:

By: _____

Print: _____

Title: _____

Date: _____

PROSPECTIVE BUYER:

By: _____

Print: _____

Title: _____

Date: _____

RECIPIENT:

By: _____

Print: _____

Title: _____

Date: _____