

Confidentiality Agreement

**Via Facsimile
(305) 358-7378**

Mr. John F. Bell
DTZ Rockwood
1441 Brickell Avenue, Suite 1410
Miami, Florida 33131

**Re: 4400 PGA Boulevard (the "Property")
Palm Beach Gardens, Florida**

Ladies and Gentlemen:

This will serve to confirm our understanding and agreement concerning certain material, data and information (herein "Evaluation Material") which you will make available to us in connection with a possible purchase by us of the Property. You are prepared to furnish us with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the conditions that we treat such Evaluation Material confidentially and confirm certain representations to you. Therefore, as a prerequisite to your furnishing to us the Evaluation Material, we hereby represent and agree as follows:

1. The Evaluation Material furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as a broker or agent for any other person. Therefore, we agree to keep all Evaluation Material strictly confidential; provided however, that any of such Evaluation Material may be disclosed to our directors, officers or employees, as well as our counsel, consultants, accounting firms and financial institutions who need to know such information for the purpose of assisting us with our possible purchase of the Property. Such directors, officers, employees, lawyers, consultants, financial institutions and accountants shall be informed by us of the confidential nature of such information and shall be directed by us to treat such information with strict confidence.
2. Although you have endeavored to include in the Evaluation Material information which you believe to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither the owner ("Owner") of the Property nor DTZ Rockwood make any representation or warranty to us as to the accuracy or completeness of the Evaluation Material except as set forth in a definitive agreement. We agree that the Owner and DTZ Rockwood shall not have any liability to us as a result of our use of the Evaluation Material except as set forth in a definitive agreement and it is understood that we are expected to perform such due diligence investigations and inspections of the Property as we deem necessary or desirable and as permitted by agreement with the Owner of the Property.
3. We also represent that no broker or agent represents us or will represent us in any possible transactions involving the Property unless we disclose it in writing to DTZ Rockwood prior to the receipt of the Evaluation Material and that we fully agree to compensate our broker or agent. Neither DTZ Rockwood nor the Owner is responsible for any compensation to be paid to our broker or agent.

Authorized Signature

Date

Name: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____