
From: Michael Mace <MACEM@pfm.com>
Sent: Thursday, February 1, 2018 4:10 PM
To: alan.liu@gs.com; Toporek, Jill (jill.toporek@gs.com)
Subject: JEA NDA
Attachments: NDA Draft 2 1 2018.doc

Jill/Alan - as I discussed with Jill, in the interest of assisting JEA and the City of Jacksonville in their evaluation of options related to JEA, JEA and the City would like to conduct oral interviews on this topic with a limited number of firms - including Goldman Sachs. The interviews are expected to be held in Jacksonville on either the 15th or 16th of February. Prior to sending you some additional information on both JEA and the process, JEA would like you to execute the attached Non Disclosure Agreement. JEA would like the NDA to be executed by the person you would expect to be your lead representative from the Mergers and Acquisitions group. Please let me know if you have questions or comments related to either the NDA or the process.

Regards,

Mike Mace
PFM
917-318-7869 Cell

NON DISCLOSURE AND CONFIDENTIALTY AGREEMENT

This Agreement is made as of February____, 2018 by and between _____, having its principal place of business at _____, (the "COMPANY") and **JEA**, having its principal place of business at 21 W. Church St., Jacksonville, FL 32202, referred to collectively as "**Parties**", and individually as "**Party**."

WHEREAS, the Parties are currently exploring a potential engagement related to a transaction (the "**Transaction**"). In the course of discussions regarding the Transaction, the Parties may share sensitive information and exchange information and data which is confidential and proprietary, and in such events the Parties agree that this Transaction shall be governed by this Non Disclosure and Confidentiality Agreement ("**Agreement**").

THEREFORE, in consideration of the receipt by the Parties from each other of such Confidential Information for their mutual benefit in connection with the Transaction, and the mutual covenants contained herein, the Parties hereby agree as follows:

(1) "**Confidential Information**" shall mean all descriptive information, economic, business, technical, engineering, data, or other documents relating to the "Transaction," which one Party (the "**Disclosing Party**") discloses to the other Party (the "**Receiving Party**") in documentary form, or which a Party discloses orally, identifies as being confidential, or at the time of disclosure, except any portion of such Confidential Information which: (i) at the time of disclosure is generally available to the public (other than as a result of a disclosure by any Party in violation of this Agreement); (ii) was available to any Party on a non-confidential basis from a source other than the Party hereto providing the Confidential Information, provided that such source is not and was not known by the Receiving Party to be bound by a confidentiality agreement that was applicable to the Confidential Information; or (iii) has been independently acquired or developed by any Party without violating any of its obligations under this Agreement.

(2) Regardless of whether a Transaction is consummated, during the period for which the obligations set forth in this Agreement are in effect, the Parties will keep such Confidential Information confidential and subject to the terms of this Agreement.

(3) Recipient shall employ all reasonable efforts to maintain any information received hereunder secret and confidential. Recipient shall not use Confidential Information for any purpose other than that set forth in Paragraph 1 above without prior approval of the Disclosing Party.

(4) No Receiving Party shall itself, or permit its employees or agents at any time to, use, reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity any Confidential Information without the prior written consent of the Disclosing Party providing the Confidential Information, except a Receiving Party may distribute the information, subject to any specific measures directed against such disclosure in Paragraph 3, to officers, employees or consultants of the Receiving Party who have a need for such information for purposes of evaluating the Transaction, provided that any disclosure by such officers, employees

or consultants in violation of the provisions of this Agreement shall be a breach of this Agreement by the Receiving Party.

(5) (a) If JEA is requested or required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, JEA shall provide COMPANY with prompt notice of such request(s) so that COMPANY may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. The Parties further agree that if, in the absence of a protective order or other remedy not obtained, or that COMPANY waives compliance with the terms hereof, JEA agrees to provide only that limited portion of the information that it is advised by written opinion of counsel is legally required and to exercise its best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(b) The Parties acknowledge that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". If a request is made to view Confidential Information, JEA will notify COMPANY of such request and the date that such records will be released to the requester unless COMPANY obtains a court order enjoining such disclosure. If COMPANY fails to obtain that court order enjoining disclosure, JEA will release the requested Confidential Information on the date specified. Such release shall be deemed to be made with COMPANY's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property.

(c) Upon a Party's request, the other Party shall return all Returnable Confidential Information (as hereinafter defined) of the requesting Party, except for that portion of such Returnable Confidential Information that may be found in analyses prepared by, or for, the returning Party (collectively, "Analyses"), and the returning Party and its Representatives shall not retain any copies of such Returnable Confidential Information. The portion of Returnable Confidential Information that may be found in Analyses prepared by, or for, the returning Party, and any Returnable Confidential Information furnished by the Requesting Party not so requested or returned, will be held by the returning Party and kept subject to the terms of this Agreement or destroyed. For purposes hereof, the term "Returnable Confidential Information" means: (i) written Confidential Information that is marked by the disclosing Party "Confidential - Subject to Confidentiality Agreement." Such legend shall be stamped on the first page and on each succeeding page which contains Confidential Information subject to this Agreement and (ii) oral Confidential Information that is indicated by the disclosing Party at the time of disclosure, by providing to the receiving Party a written statement identifying the date and nature of the disclosure, the persons present when the disclosure was made, and is marked with the written statement "Confidential - Subject to Confidentiality Agreement."

(6) Nothing contained herein shall eliminate the Receiving Party's right to use: (i) any information disclosed to it by a third party so long as the Receiving Party does not know or have reason to know if such third party acquired that information directly or indirectly from the Disclosing Party; or (ii) any information developed by employees or agents of the Receiving Party without any direct or indirect use of or reliance upon the Confidential Information.

(7) The Parties' obligations concerning non-disclosure and use of Confidential Information contained in this Agreement shall continue for two years from the date of each disclosure, and then terminate.

(8) The Parties agree that in the event of a breach of this Agreement, the Disclosing Party providing the Confidential Information shall be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available at law or equity.

(9) This Agreement shall be interpreted, governed and construed under the law of the State of Florida.

(10) This Agreement shall in no way be construed to establish any relationship between COMPANY and JEA with respect to the Transaction that is the subject of this Agreement.

(11) This Agreement sets forth the full and complete understanding of the Parties to this Agreement and there are no other representations, covenants or agreements, expressed or implied, other than those expressly set forth herein. No amendments or modifications hereof shall be valid unless evidenced in writing and executed on behalf of both of the Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

COMPANY

By: _____
Title: _____
Date: _____

JEA

By: _____
Title: _____
Date: _____