

MUTUAL NON-DISCLOSURE/NON-CIRCUMVENTION
AGREEMENT

This Agreement is made as of _____, _____ (date) between PARKER REALTY SE, INC. ("Parker") and _____ (the "UNDERSIGNED") in consideration of the premises known as _____, located in _____, consisting of _____, (hereafter the "Premises") and of the mutual covenants contained herein, as follows:

Parker is prepared to make certain information available to the Undersigned in connection with the Undersigned's consideration of a possible transaction (the "Transaction") involving an equity investment/loan/financing/asset or real property acquisition. This information is considered to be of a confidential or proprietary nature (the "Confidential Information"). The Confidential information shall include the names of the companies and persons involved in the transaction as well as the information about the companies or assets themselves.

The Undersigned agrees that it/he/she shall use the Confidential Information solely for evaluating the Transaction, and that the Undersigned shall not distribute, copy, or otherwise communicate any of the Confidential Information to any other person or entity except as permitted under this Agreement. The Undersigned may disclose Confidential Information to the Undersigned's directors, officers, employees, agents, or advisors (collectively, "Representatives") who in the Undersigned's reasonable judgment have the need to know such information in connection with the Transaction. The Undersigned will maintain records of the persons to whom Confidential Information is distributed, will inform all such persons of the confidential nature of the Confidential Information, will direct them to treat such information in accordance with this Agreement, will exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them, and will be responsible for any breaches by them of the provisions of this Agreement.

The term "Confidential Information" does not include information that is or becomes publicly available (other than through a breach of this Agreement) or information that is or becomes available to the Undersigned on a nonconfidential basis, provided that the source of such information was not known by the Undersigned (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information.

The Undersigned and its Representatives, shall not disclose to any person the fact that the Confidential Information has been made available to them, that discussions or negotiations are taking place concerning the Transaction, or any of the terms, conditions, or other facts with respect thereto, except as provided herein.

In the event that the Undersigned (or any of the Undersigned's Representatives) are requested or required by law or legal process to disclose any of the Confidential

Information, the party required to disclose such information shall provide Parker with prompt oral and written notice before making any disclosure. In addition, Confidential Information may be disclosed to the extent required in the course of inspections or inquiries by federal or state regulatory agencies to whose jurisdiction the Undersigned are subject and that have the legal right to inspect the files that contain the Confidential Information, and the Undersigned will advise Seller promptly upon such disclosure.

Upon Parker's request, all copies of Confidential Information (including copies in written, paper or electronic form) and any summaries of Confidential Information will be promptly returned to Parker at no additional cost.

No express or implied representation or warranty is made as to the accuracy or completeness of the Confidential Information.

Without the written consent of Parker, the Undersigned will have no discussions, correspondence, or other contact with any employee, representative or agent of the other persons or companies involved in the Transaction, and will direct all inquires related to the Transaction to Parker. The Undersigned agrees that it shall not in any way participate in the Transaction in a manner whereby Parker shall not receive an amount equal to the compensation which it should receive under its agreements with the other parties involved in the Transaction. Similarly, the Undersigned shall not allow any Representative, affiliates, related parties or clients to comply with this provision. The term Transaction for purposes of this provision shall be broadly construed to avoid any circumvention of the provisions of this Agreement.

The Undersigned acknowledges that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of Parker and are considered by the Undersigned to be reasonable for such purpose. The Undersigned acknowledges that any breach of this Agreement or threatened breach will result in irreparable injury to Parker and that Parker will be entitled to all remedies available in law and equity. In addition to any other remedies available to Parker at law or equity, Parker may (i) enjoin the Undersigned from any breach of this Agreement without the need to post a bond or other security and/or (ii) obtain from the Undersigned any sums or other value received by the Undersigned (or any of its Representatives, affiliates, related parties or clients) arising from a breach of this Agreement. In connection with any action by Parker or its designees to enforce its rights under this Agreement or in collection actions arising therefrom, Parker shall be entitled to recover its attorneys' fees and costs from the Undersigned

It is understood and agreed that no failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder. This Agreement shall be binding upon The Undersigned, its officers, directors, partners, principals, shareholders, agents, affiliates, representatives, subsidiaries, any persons or entities owned or controlled, directly or indirectly, thereby and their respective successors and assigns and this Agreement shall inure to the benefit of Parker and its successors and assigns. This is the entire agreement

between the parties with respect to the subject matters described herein and this Agreement shall not be amended except in writing and signed by both parties. This Agreement may be signed in counterparts each of which will be deemed an original. If any provision of this Agreement is prohibited or unenforceable the remaining provisions hereof shall be enforceable to the maximum extent permitted at law.

This Agreement shall be governed by and construed in accordance with the laws of Florida without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the State courts and the Federal courts located in Jacksonville, Florida and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by both parties hereto.

This Agreement may be executed in counterparts, each of which taken together shall constitute one and the same agreement.

Each person signing this Agreement represents and warrants that the entity for which he is signing has duly authorized this Agreement and has he has the authority to sign on behalf of such entity.

This Agreement is made as of the date first above written.

PARKER REALTY SE, INC.

By: _____

Print Name: _____

Title: Managing Member

UNDERSIGNED: _____

By: _____

Print Name: _____

Title: _____

Company: _____

Date: _____