

**AGREEMENT FOR USE AND NON-DISCLOSURE  
OF CONFIDENTIAL INFORMATION**

This Agreement for Use and Non-Disclosure of Confidentiality information ("Agreement"), is effective the day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (Prospect) and Grizzard Commercial Real Estate Group, as agent for undisclosed principal owner of Mobile Home Park. The Park Identity and Owner will be disclosed upon receiving this signed confidentiality agreement, and the remedies under this agreement shall extend to said Owners.

WHEREAS, the parties hereto have engaged in discussions regarding the possibility of a purchase of assets and real estate owned by the subject Mobile Home Park (Potential Transaction); and

WHEREAS, the parties acknowledge that, in connection with the Potential Transaction, it may be necessary and/or desirable for the parties to obtain confidential, competitively sensitive documents and other information from each other and/or affiliates thereof; which information shall include the fact of the discussions between the parties and/or their affiliates; and,

WHEREAS, the parties desire to negotiate the Potential Transaction in good faith, and desire certain commitments regarding such negotiations.

NOW THEREFORE, for and in consideration of the recitals above and the mutual covenants and promises hereafter, the parties agree as follows:

1. Sharing of Information. Each party agrees as a condition to obtaining certain confidential, special and unique information regarding the Potential Transaction, specifically to include all information received by a respective party prior to execution of this Agreement, which shall include, but not be limited to, accounting, financial, operational, clinical and other information concerning the business or businesses of any party (the "Information") (other than Information which has already or becomes publicly available) that they will use the Information obtained from the other party solely for the purposes of evaluating the Potential Transaction. The parties further agree (i) that they will hold the Information provided to them in strictest confidence; (ii) that they will not disclose the Information provided to them to any other person, except (a) accountants, agents, attorneys, officers, directors and employees of the parties who need to know the disclosed Information to evaluate the Potential Transaction between the parties or (b) other parties to the extent, and only to the extent, such disclosure is in furtherance of the business transaction proposed by the parties in connection with this Agreement; and (iii) that they will limit access to such information within their own organizations to those persons with a need to know for the purpose of evaluating the proposed transactions. All Confidential Information delivered pursuant to this agreement shall remain the property of the party furnishing it. Prospect agrees that it will not contact or discuss the Potential Transaction in any manner with any of the subject Park's tenants or residents, or their respective agents or representatives.

2. Compliance by Agents. The parties recognize that each of them is responsible for the compliance by its respective accountants, agents, attorneys, officers, directors and employees, and those of all of its affiliated entities, successors and assigns, with the terms of this Agreement.

3. Request for Disclosure. If a party is requested to disclose any of the information provided by another party (by oral questions, interrogatories, requests for information, subpoena, civil investigative demand or other similar process), that party shall promptly notify, in writing, the party which provided the information, stating the information requested and the circumstances of the request, so that the party which provided the information may seek an appropriate protective order or, in its sole discretion, waive this Agreement in connection with compliance with such request. The party receiving the request shall consult with the party that provided the requested information on the advisability of taking additional steps to resist or to narrow such request. If, in the opinion of the counsel to the party receiving the request, the party receiving the request may be liable for contempt or other censure or penalty for a failure to disclose the requested information, that party may disclose any requested information, but shall use its best efforts to obtain an order or other reliable assurance of the confidentiality of that requested Information to be disclosed and shall disclose only such Information as is required to be disclosed in the opinion of counsel.

4. Return of Material Containing Information. Upon termination of this Agreement or upon the written request of the party which provided the information, the party which received the Information and its respective accountants, agents, attorneys, officers, directors and employees will promptly return to the party which provided the Information all written material containing the information without retaining any copy thereof. The delivery of the written material does not relieve the delivering party of its obligation of confidentiality under this Agreement.

5. Termination of Discussions. This Agreement shall terminate upon the earlier of (i) closing of the Proposed Transaction; (ii) seven (7) days written notice to the other party; or (iii) on the 31st day of December, 2013. The termination of this Agreement and/or discussions with respect to the Potential Transaction between the parties does not relieve any of the parties of its obligations under this Agreement. Each party agrees that, in the event the Potential Transaction is not consummated and upon a written request, it will return to a requesting party all Information of that party in its possession and specified in the request without retaining copies of all or any part of the Information. The delivery of the Information does not relieve the delivering person of its obligations hereunder.

6. Enforcement of Agreement. Each party recognizes that monetary damages would not be a sufficient remedy for the breach of this Agreement and that the 2 parties are entitled to equitable relief as a remedy for a breach of this Agreement, as well as all costs and expenses incurred by such party in enforcing this Agreement, including reasonable attorney fees. Such equitable relief is in addition to all other remedies available in law or at equity.

7. Governing Law. This letter agreement shall be construed in accordance with, and the performance thereof governed by the laws of the State of Florida without giving effect to its conflict of laws provisions. Lake County, State of Florida shall be the sole and exclusive venue for any litigation, proceeding or other action which may be brought or arise out of or in connection with this Agreement.

8. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the

same instrument. A facsimile or email counterpart of this Agreement and any signatures thereon shall be considered for all purposes as originals.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above and hereby warrant that the persons whose signatures appear below have the authority to enter into this Agreement on behalf of their respective parties.

By: \_\_\_\_\_  
Prospect. Date

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

Grizzard Commercial Real Estate Group  
Tom Grizzard, Agent for Principal