

NONDISCLOSURE AGREEMENT

February _____, 2006

WITNESSETH

THIS “AGREEMENT” dated above, by and between the Disclosing Party, Carroll Realty, 41 Milton Avenue, Suite 203, Alpharetta, Georgia 30004 (hereinafter called Carroll Realty) and _____, with principal offices at _____ GA _____ (hereinafter called Receiving Party, and both Carroll Realty and the Receiving Party hereinafter collectively called the “Parties”

WHEREAS, Carroll Realty possesses certain valuable and confidential information regarding their respective businesses, customers, properties, services, operations, plans and strategies (financial, strategic, engineering, marketing and otherwise), and hereinafter referred to as “Information”, which valuable and confidential information shall be characterized as confidential by Carroll Realty despite not being specifically marked “CONFIDENTIAL”, and whether or not the Information is disseminated through facsimile, mail, verbal means, downloadable files or electronic mail; and

WHEREAS, the Parties desire to discuss and explore the possibility of entering into certain arrangements or transactions and desire to provide each other with access to their respective Information in order to facilitate their ability to reach a decision concerning such potential arrangements or transactions.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree to be legally bound as follows:

1. Each Party may disclose to the other Party hereto its Information as it deems necessary to enable the other Party to evaluate the above-mentioned arrangements and transactions, and the Receiving Party shall hold such Information in confidence in accordance with the provisions of Paragraph 2 hereof.

2. Without the prior written consent of Carroll Realty, the Receiving Party of any Information hereunder shall neither directly or indirectly disclose to any third party any or all of the Information disclosed by Carroll Realty hereunder, nor permit any third party to have access to such Information, nor use such Information for any purpose other than to evaluate the Information or the above-mentioned arrangements or transactions. In addition, the Receiving Party of Information hereunder shall only disclose such Information to those of its employees, agents, subsidiaries, affiliated companies or consultants (collectively, "*Representatives*") who shall reasonably need to know such Information in order to assist the Receiving Party in its evaluation of such Information or the above-mentioned arrangements or transactions or to make decisions or render advice in connection therewith and who shall be informed of the existence of this Agreement and shall be caused by the Receiving Party to abide by the terms hereof. However, the aforesaid confidentiality obligations assumed by the Receiving party of Information hereunder shall not apply to any Information which falls within any of the following categories:

a. Information which is already in the possession of the Receiving Party or any of its Representatives at the time of disclosure by Carroll Realty or which is

independently discovered, after the date hereof, by the Receiving Party or any of its Representatives without the aid, application or use of the Information;

b. Information which is obtained, after the date hereof, by the Receiving Party or any of its Representatives from any third party unaffiliated with the Receiving Party which is lawfully in possession of such Information and such disclosures is not in violation of any contractual or legal obligation to Carroll Realty or otherwise with respect to such Information; or

c. Information required to be disclosed to a governmental or regulatory authority of competent jurisdiction, provided, that the Party required to disclose the other Party's Information by such a governmental or regulatory authority shall (1) immediately notify the other Party of such requirement prior to disclosing the Information (or, if prior disclosure is not possible, as soon as possible thereafter), (2) use best efforts to obtain confidential treatment of such Information by such governmental or regulatory authority to the fullest extent possible, and (3) cooperate fully with Carroll Realty in determining the scope of such legally compelled disclosure.

3. This Agreement and the confidentiality and nonuse obligations hereunder shall remain in effect for a period of five (5) years from the date of disclosure of the Information; provided, that the expiration of this Agreement shall not release either Party from any obligation of confidentiality or nonuse which may arise from applicable law.

4. Each Party agrees that he/she shall not independently pursue any of the business opportunities, properties, services, operations, plans and strategies which are derived from the Information in competition with the other Party or for any other purpose without the prior written consent of other Party, unless Parties otherwise agree in writing.

5. Each of the Parties agrees that it shall not disclose to any third party the other Party's interest in the subject matter of this Agreement, including the fact Information has been provided to it or that negotiations or discussions are taking place between the parties. Each Party shall, upon request, return to the other Party any and all documented Information provided by such Party, including written summaries of such Information created by the Receiving Party.

6. No right or license, either express or implied, with respect to the Information of either Party is granted hereunder to the other Party. Neither this Agreement nor any disclosure of Information by Carroll Realty hereunder shall result in any obligation on the part of either party to enter into any future agreements relating to such Information or to undertake any obligation not set forth in a written agreement signed by the parties hereto.

7. The Receiving Party acknowledges that all Information is considered to be proprietary and of competitive value, and in many instances trade secrets. The Receiving Party agrees that because of the unique nature of the Information any breach of this Agreement would cause Carroll Realty irreparable harm and money damages and other remedies available at law in the event of a breach would not be adequate to compensate Carroll Realty for any such breach. Accordingly, Carroll Realty shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including, without limitation, injunctive relief and specific performance, as a remedy for

any such breach. Such relief shall be in addition to, and not in lieu of, all other remedies available at law or in equity to Carroll Realty.

8. The Receiving Party agrees that it will indemnify Carroll Realty for any and all losses, liabilities, obligations, damages, penalties, judgments, suits, costs, expenses or disbursements of any kind (including, without limitation, attorneys' fees and expenses) arising out of, or incurred by Carroll Realty, as the result of a material violation, breach or nonperformance of any of the terms of this Agreement.

9. Each Party represents and warrants to the other Party hereto that it has the right to enter into this Agreement and disclose the Information to the other Party pursuant to this Agreement, and that it is not a Party to any other agreement or under any obligation to any third Party that would prevent it from entering into this Agreement.

10. This Agreement contains all the representations and agreements between the Parties relating to the Information, and any representation, promise or condition concerning the same which is not contained herein or in a superseding written agreement referring to this Agreement shall not be binding on either Party hereto. Neither Party shall assign any of its rights hereunder without the prior written consent of the other Party hereto.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the applicable conflict of laws principles thereof and shall be binding upon the Parties hereto and their successors and assigns. Each Party waives any claim of lack of jurisdiction or forum nonconveniens with respect to the State of Georgia.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first above written.

This Agreement may be executed in counterparts, including VIA facsimile.

<p>_____</p> <p>Wesley B. Williams</p> <p>Associate Broker, Carroll Realty</p>	<p>BY: _____</p> <p>Printed Name: _____</p> <p>_____, Receiving Party</p> <p>TITLE: _____</p>
---	--

Please return via facsimile to (770) 475-8386

and indicate on cover sheet where you would like package to be sent