

Non-Disclosure Agreement

Your Facility: _____

Dated as of: _____

Upon your execution and delivery of this Agreement to Giraffic Parks Consulting (the "Company"), you will be furnished with certain confidential information and Evaluation Material (as such term is defined below) that has been prepared by the Company in connection with your evaluation of a possible transaction with the Company. By your acceptance and as a condition hereof, you agree to treat all confidential information concerning the Company and Evaluation Material which is furnished to you by or on behalf of the Company, whether furnished before or after the date of this letter and regardless of the manner in which it is furnished, in accordance with the provisions of this Agreement.

In this Agreement, "Evaluation Material" means information relating to the Company including information that relates to the Company's creative properties, technology, intellectual property assets, financial or business plans and affairs, financial statements, internal management tools and systems, products and product development plans, project or design documents, marketing plans, customers, clients and contracts or the business plans, or any other proprietary information of the Company which is disclosed during the course of discussions between the you and the Company and any analyses, studies or other documents or records prepared by you or any of your employees or agents to the extent that such analyses, studies or documents contain or otherwise reflect or are generated from such information.

For valuable consideration, the receipt and sufficiency of which is acknowledged, you hereby agree that the Evaluation Material will be used solely for purposes in connection with a possible transaction with the Company, and that such information will be kept permanently confidential by you and your Representatives and you will not distribute this Evaluation Material or any part hereof to others at any time without the prior written consent of the Company. You agree to restrain your Representatives from prohibited or unauthorized disclosure or use of the Evaluation Material and shall be responsible for any such breach hereof. This Evaluation Material is being delivered for informational purposes and upon the express understanding that it will be used only for the purposes set forth above. In the event that the possible transaction which is the subject of this Agreement is not completed or at the Company's request, you shall promptly return to the Company all written material containing or reflecting any information contained in the Evaluation Material and will not retain any copies, extracts or other reproductions in whole or in part of such written material.

It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement and that Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. The laws of the State of California will govern the terms and conditions of this Agreement. Your retention of the Evaluation Material shall constitute acceptance of the terms and conditions hereof. If you do not agree to the terms hereof, please do not read the Evaluation Material and immediately return it to the Company. We would nonetheless appreciate your kindly signing and returning one copy of this Agreement, which will constitute our agreement with respect to the subject matter hereof.

[The remainder of this page has intentionally been left blank. Signature page to follow]

Yours truly,

Giraffic Parks Consulting

By: _____

Launi Griffith, Consultant

Agreed and accepted as of the date written above:

By: _____

Print: _____