

MUTUAL NONDISCLOSURE AGREEMENT

Publix Super Markets, Inc. ("Publix") and the "Company" signing below enter into this Mutual Nondisclosure Agreement ("Agreement") beginning on the "Effective Date" under Publix's signature (each of Publix and Company is a "Party" and collectively, they are the "Parties").

1. Purpose. To encourage discussion of a possible sale of certain Company assets to Publix (the "Transaction"), each Party wants to protect any Confidential Information it shares with the other against unauthorized use or disclosure to non-Parties.

2. Definition of Confidential Information. "Confidential Information" means (a) information which relates to the disclosing Party's business including, without limitation, pharmacy operations, products, processes, data, business plans, strategic plans, agreements with third parties, pricing, reimbursement, services, customers and customer lists, employees and employee lists, diligence materials, or marketing or finances of the disclosing Party; (b) the terms of this Agreement; (c) the existence and content of any discussion(s) or negotiations relating to any potential or actual Transaction, and any documents and information in connection therewith, including without limitation the terms of any offer; and (d) any other information that is marked or identified by the disclosing Party as confidential or proprietary or for which is it reasonably obvious under the circumstances the information is confidential or proprietary. Confidential Information covers the foregoing regardless of information type/form/medium.

Confidential Information does not include information which: (i) was publicly available at the time received by the receiving Party or becomes publicly available prior to the time it is disclosed to a non-Party by the receiving Party, provided publicity was not the fault of the receiving Party; (ii) was independently discovered or developed by the receiving Party without relying on the Confidential Information of the disclosing Party; or (iii) the disclosing Party generally discloses to non-parties without restrictions similar to those in this Agreement.

3. Restrictions on Use/Disclosure of Confidential Information. Each Party will use the other Party's Confidential Information solely to evaluate and pursue discussions with the other Party relating to the Transaction ("Permitted Use"). A Party may disclose or permit disclosure of the other Party's Confidential Information to a non-Party only with the other Party's consent. Each Party consents to disclosure of its Confidential Information to the other Party's employees, consultants, professional advisors, and agents who have a good faith, specific need to know to assist with the Permitted Use and who have agreed to comply with nondisclosure obligations at least as stringent as this Agreement. Each Party will undertake reasonable steps to protect the secrecy of and avoid unauthorized disclosure or use of the other Party's Confidential Information. Each Party will notify the other in writing of any actual unauthorized use or disclosure of the other Party's Confidential Information of which it is aware.

4. Ownership of Information. The Party sharing Confidential Information retains all rights, including ownership rights, to such Confidential Information and is granting the other Party only a limited right to use the Confidential Information solely in good faith for the Permitted Use.

5. Disclosures Required by Law. If a Party receiving Confidential Information is asked to disclose the other Party's Confidential Information by a court, government agency or other person purporting to act under authority of legal process, the Party shall (a) provide the other Party with prompt written notice of such request and a reasonable period of time before responding to the request; (b) reasonably cooperate if the other Party opposes disclosure or desires to protect its Confidential Information from, or as part of, the requested disclosure; and (c) limit release of the other Party's Confidential Information to only that which is required to be disclosed.

6. Return or Destruction of Materials. Each Party shall, at the direction of the other Party, promptly return or destroy the other Party's Confidential Information, including any derivative (i.e., information prepared by the Party which contains the other Party's Confidential Information) upon (a) rejection/conclusion of the Transaction, or (b) written request of the other Party. The receiving Party has the right to retain one copy of the other Party's Confidential information and data to the extent necessary to meet regulatory obligations.

7. Not Exclusive, No Commitment to Enter into Transaction. Each Party may seek and pursue potential transactions, business opportunities and employment with non-Parties, including competitors of the other Party, provided the Party shall at all times comply with its obligations in this Agreement with respect to use and disclosure of the other Party's Confidential Information. Nothing herein shall in any way require either Party to take any action to enter in any other agreement or transaction, including the Transaction, with the other Party.

8. Term. The commitments of each Party shall continue for a period terminating on the later of (a) five (5) years following the Effective Date, or (b) three (3) years from the date on which Confidential Information is last disclosed under this Agreement.

9. Successors and Assigns. No Party shall assign this Agreement in whole or in part without prior written consent of the other Party, such consent not to be unreasonably withheld. This Agreement is binding upon the Parties and their respective successors, heirs, personal representatives and assigns.

10. Severability. If a provision of this Agreement is held unconscionable, unenforceable, or void by a tribunal of competent jurisdiction, unaffected elements of that provision and all remaining terms of the Agreement will remain in full force and effect.

11. Governing Law. This Agreement is governed by, and construed in accordance with, Florida laws, without regard to its conflicts of laws principles.

12. Remedies. Each Party's obligations herein are necessary and reasonable to protect the other Party and its business. Each Party acknowledges the other Party's Property rights in such other Party's own Confidential Information regardless of its status under any federal or state copyright, patent, trade secret or other laws, it being the specific intent of the Parties that rights granted by this Agreement are in addition to any protection, right or remedy otherwise provided by law or available in equity. Each Party expressly agrees the other Party's Confidential Information is unique and monetary damages would not adequately compensate the other Party in the event of a breach of the Agreement. Accordingly, each Party agrees and acknowledges that its breach or threatened breach of the Agreement shall cause irreparable injury to the other Party entitling the other Party, in addition to any other remedies available at law, in equity or otherwise, to obtain injunctive relief to prevent such breach, or continued breach, without the necessity of proving actual damages or posting a bond.

13. Attorney's Fees. The prevailing Party in any litigation arising out of this Agreement shall be entitled to recover from the other Party hereto its reasonable attorney's fees and costs of suit incurred in connection with such litigation.

14. Amendment and Waiver. Any amendment to this Agreement must be in writing and signed by an authorized representative of each Party. Failure of a Party to enforce at any time, or for any period of time, one or more of the terms or conditions of this Agreement shall not be a waiver of such term or condition or of such Party's rights thereafter to enforce each and every term and condition of this Agreement.

15. Counterparts. The Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one instrument.

16. Entire Agreement. This Agreement is the product of both Parties, is the entire agreement between them pertaining to the subject matter hereof, and all prior negotiations and drafts of the Parties related to same are merged herein. All other written or oral agreements not contained herein and existing between the Parties are expressly canceled and of no force or effect.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date hereof.

"Company"

By: _____
Name: _____
Title: _____
Address: _____

"Publix"

Publix Super Markets, Inc.
a Florida corporation

By: _____
Name: Dain Rusk
Title VP of Pharmacy
Address: 3300 Publix Corporate Pkwy.
Lakeland, FL 33811

Effective Date: _____
