

CONFIDENTIALITY, NON-DISCLOSURE AND DEVELOPMENT INFORMATION DISCLOSURE AGREEMENT

Property: Moore Street, St. Cloud, Florida 34771
Osceola County Parcel ID: 17-25-31-4260-0170-0010
Project Name: Cypress Park

This Confidentiality, Non-Disclosure and Development Information Disclosure Agreement ("Agreement") is entered into by and between CHP Construction LLC and/or its affiliates, representatives, assigns, and ownership entities (collectively, the "Seller"), and the undersigned recipient ("Recipient"), for the purpose of receiving and reviewing confidential information relating to the Property and the proposed Cypress Park development.

1. PURPOSE

The purpose of this Agreement is to permit Recipients to review certain confidential, proprietary, and development-related information concerning the Property and the proposed Cypress Park project (the "Confidential Information").

The confidential Information is being provided solely for informational and evaluation purposes. It is expressly understood that Seller is not making any representation or warranty regarding the ultimate outcome, approval, feasibility, construction, completion, or success of any proposed development, and shall have no liability related thereto.

2. CONFIDENTIAL INFORMATION

Confidential Information may include, but is not limited to:

- Conceptual and preliminary site plans
- Subdivision layouts and engineering drawings
- Zoning and land use analyses
- Environmental, utility, and feasibility studies
- Permit applications and governmental correspondence
- Financial projections, budgets, and development analyses
- Architectural concepts and renderings
- Any related technical or planning materials

3. CONFIDENTIALITY OBLIGATIONS

Recipient agrees to:

- a. Maintain all Confidential Information in strict confidence;
- b. Not disclose any Confidential Information to any third party except professional advisors bound by similar confidentiality obligations;
- c. Not copy, distribute, or reproduce Confidential Information without Seller's prior written consent;
- d. Use confidential Information solely for evaluation of the Property.

4. NON-CIRCUMVENTION

Recipients shall not directly or indirectly contact, engage, or negotiate with any engineers, architects, consultants, contractors, governmental authorities, utility providers, or other parties involved in the development of the Property without Seller's prior written consent.

5. OWNERSHIP OF MATERIALS

All confidential Information remains the exclusive property of Seller and/or its consultants. No intellectual property rights, development rights, entitlements, or approvals are transferred by disclosure of such materials.

6. DEVELOPMENT DISCLOSURE AND GOVERNMENTAL REVIEW

Recipient acknowledges and understands that:

- Cypress Park is a proposed development consisting of approximately twenty-two (22) townhouse units.
- The project is currently under ongoing review and petition with Osceola County and other applicable governmental authorities.
- All submissions, applications, and related materials remain subject to revision, modification, denial, or approval at the sole discretion of such governmental authorities.
- Seller cannot and does not guarantee any decision, approval, denial, timeline, condition, or outcome by Osceola County or any other governmental agency.
- The development status is preliminary and may change at any time without notice.
- Seller shall not be liable for any outcome related to governmental review or approvals.

7. NO RELIANCE

Recipient acknowledges and agrees that it is not relying upon any verbal statements, marketing materials, projections, renderings, unit counts, pro formas, feasibility studies, or other information provided by Seller, except as may be expressly included in a fully executed purchase and sale agreement.

No oral representations or informal communications shall create any binding obligation, warranty, or liability on the part of Seller.

8. INDEPENDENT DUE DILIGENCE

Recipient acknowledges that Buyer and Buyer's agents, consultants, attorneys, engineers, contractors, and advisors are solely responsible for conducting full due diligence regarding the Property and any potential development, including but not limited to:

- Zoning and land use compliance
- Environmental conditions
- Engineering feasibility
- Utility availability and capacity
- Construction feasibility and costs
- Permitting and governmental approvals
- Market conditions and financial viability

9. ACKNOWLEDGMENT OF RISK AND SELLER NON-LIABILITY

By executing this Agreement, Recipient expressly acknowledges and agrees that:

- a. Seller is not liable for the potential construction, development, or completion of any project on the Property;
- b. Buyer and Buyer's representatives are solely responsible for determining the feasibility of any development upon acquisition of the Property;
- c. Any future development is undertaken entirely at Buyer's sole risk;
- d. Seller has no control over governmental decision-making and cannot guarantee any approval or outcome;
- e. Seller shall have no liability for delays, denials, costs, or failures related to any proposed development.

10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

ALL CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS.

Seller disclaims all warranties, express or implied, including but not limited to warranties regarding feasibility, construction, permitting, approvals, financial performance, marketability, or project success.

Seller shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising from Recipient's use of or reliance on the Confidential Information or any future development of the Property.

11. RETURN OR DESTRUCTION OF INFORMATION

Upon request by Seller or upon termination of discussions, Recipient shall promptly return or destroy all Confidential Information, including all copies, summaries, and derivative materials.

12. NO OBLIGATION TO SELL

Nothing in this Agreement obligates Seller to sell the Property, continue any development efforts, or proceed with any transaction.

13. RELEASE OF CLAIMS

Recipient hereby releases and discharges Seller and its affiliates, agents, consultants, and representatives from any and all claims arising from Recipient's review or use of the Confidential Information, except in cases of proven fraud or willful misconduct.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding Confidential Information and supersedes all prior discussions or communications.

16. ACKNOWLEDGMENT

By signing below, Recipient acknowledges that they have read, understood, and agreed to the terms of this Agreement.

RECIPIENT:

Name: _____

Signature: _____

Date: _____

BUYER'S AGENT (if applicable):

Name: _____

Company: _____

Signature: _____

Date: _____