FORNESS PROPERTIES
COMMERCIAL REAL ESTATE SERVICES

Forness Properties, LLC
166 Lookout Place
Ste. 100
Maitland, FL 32751

9 Eagle Ridge Dr, Lake Wales, FL, 33859

CONFIDENTIALITY AGREEMENT

WHEREAS, FORNESS PROPERTIES, LLC("FP"), having offices at 166 Lookout Place, Suite 100, Maitland, FL 32751 and_____("Receiving Party"), having offices at_____are engaged in business discussions of a sensitive nature pertaining to 9 Eagle Ridge Dr, Lake Wales, County of Polk, State of Florida (the "Property"), which have or may require the disclosure by FP to the Receiving Party of confidential and proprietary information, including trade secrets and the fact that these discussions are taking place, hereinafter referred to as "INFORMATION"; and

WHEREAS, both parties wish to maintain the confidential and proprietary nature of the INFORMATION;

NOW THEREFORE, in consideration of the business discussions between the parties giving access to such INFORMATION, and in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. The material provided to Receiving Party will be used solely for evaluating a possible transaction exclusively for your own account, as a principal in the transaction, and not as a broker or agent for any other person. Therefore, you agree to treat the INFORMATION confidentially, provided, however, that any such INFORMATION may be disclosed to your directors, officers or employees, as well as your counsel and others ("Permitted Parties") for the purpose of assisting you in the possible purchase of the property. Such Permitted Parties shall be informed by you of the terms of this agreement.

2. For a period of one (1) year from the date of disclosure of INFORMATION pursuant to this Agreement, Receiving Party, (including its employees, agents, affiliates and consultants) shall not disclose any INFORMATION it receives from FP including data, drawings, information and other materials to any other person, firm or corporation, or use the INFORMATION for its own or any other party's benefit, except as contemplated by this Agreement. Receiving Party shall use as a minimum the same degree of care to avoid disclosure or use of the INFORMATION as it employs with respect to its own confidential and proprietary information of like importance. Receiving Party shall not discuss Property or the fact Property may be for sale, with existing tenants, or prospective tenants disclosed by FP.

3. INFORMATION shall not be deemed confidential and proprietary, and Receiving Party shall have no obligation of confidentiality with respect to any INFORMATION which:

A. is already known and documented by Receiving Party, or
B. is or becomes publicly known through no wrongful act of Receiving Party; or is rightfully received from a third party without any restriction known to Receiving Party and without breach of this Agreement; or is independently developed by an employee, affiliate or agent of Receiving Party who had no knowledge of or access to such INFORMATION; or is approved for release by written authorization from FP.

4. All INFORMATION provided or communicated by FP to Receiving Party shall be and remain the property of FP, and such INFORMATION, and any copies thereof, shall be promptly returned to FP upon written request from FP and shall remain confidential in accordance with this Agreement.

5. It is understood between the parties to this Agreement that neither party waives any rights in invention or development lawfully possessed by it at the time of disclosure. In addition, this Agreement does not imply any waiver of any right or action under the patent, trademark, copyright, unfair competition, fair trade or related laws.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective subsidiaries, successors, assigns, legal representatives, and all corporations controlling them or controlled by them.

9 Eagle Ridge Dr,

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Receiving Party acknowledges and agrees that in the event of any breach of this Agreement, FP would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that FP, in addition to any other remedy to which it may be entitled in law or equity, shall be entitled to an injunction or injunctions to prevent breaches of this Agreement, and to compel specific performance of this Agreement, without the need for proof of actual damages. Receiving Party also agrees to reimburse FP for all costs and expenses, including attorneys' fees, incurred by or in enforcing its obligation hereunder.

BOTH PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS AGREEMENT.

This Agreement embodies the entire understanding between the parties pertaining to the subject matter hereof. Any additions or modifications to this Agreement must be made in writing and must be signed by both parties.

This Agreement is made under, and shall be construed according to, the substantive laws of the State of Florida, U.S.A.

AGREED and ACCEPTED this_____day of_____, 2026.

Name: _____

Signature: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

E-Mail: _____