CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

Property: 2830 18th Avenue South, St. Petersburg, FL 33712 · Parcel 26-31-16-89640-004-0010

This Confidentiality & Non-Disclosure Agreement (the "Agreement") is entered into as of the date of the Recipient's signature below, by and between Redoar Living 1, LLC, a limited liability company (the "Disclosing Party" or "Owner"), and the undersigned party and its affiliates, principals, employees, advisors, and representatives (collectively, the "Recipient").

The Owner is the fee-simple owner of the real property described above (the "Property") and is evaluating a potential sale of the Property. In connection with the Recipient's evaluation of a possible acquisition of the Property (the "Purpose"), the Owner may disclose certain confidential information to the Recipient. In consideration of that disclosure, the parties agree as follows:

1. Confidential Information

"Confidential Information" means all non-public information furnished by or on behalf of the Owner relating to the Property, in any form, including without limitation the zoning verification letter, survey, market study, preliminary test-fit, financial model, pricing guidance, ownership information, and any analyses or notes derived from such information. Confidential Information excludes information that (a) is or becomes public through no breach by the Recipient, (b) was lawfully in the Recipient's possession before disclosure, or (c) is independently developed by the Recipient without use of the Confidential Information.

2. Use and Non-Disclosure

The Recipient shall use the Confidential Information solely for the Purpose and shall not use it for any other purpose. The Recipient shall keep the Confidential Information strictly confidential and shall not disclose it to any third party, except to those of its principals, employees, and advisors who need to know it for the Purpose and who are bound by confidentiality obligations no less protective than those in this Agreement. The Recipient is responsible for any breach by such persons.

3. No Warranty

All Confidential Information is provided "AS IS," without any representation or warranty, express or implied, as to its accuracy or completeness. The Owner shall have no liability arising from the Recipient's use of the Confidential Information. The Recipient will conduct and rely on its own independent due diligence. Any statement regarding zoning, bed count, entitlements, rates, or value is subject to independent verification by the Recipient.

4. No Obligation to Sell

Nothing in this Agreement obligates the Owner to sell the Property, to negotiate with the Recipient, or to proceed with any transaction. No agreement for the sale of the Property shall exist unless and until a definitive written purchase and sale agreement is executed by both parties.

5. Non-Circumvention

The Recipient shall not contact the City of St. Petersburg, any governmental authority, or any third party regarding the Property in a manner that could jeopardize the Property or the Owner's interests, nor attempt to acquire the Property except through the Owner, for the term of this Agreement.

6. Brokers

Each party represents that it has not engaged any broker entitled to a commission from the other party in connection with this Agreement. Any broker representing the Recipient must be disclosed in writing and is the sole responsibility of the Recipient unless otherwise agreed in writing by the Owner.

7. Return or Destruction

Upon the Owner's written request, the Recipient shall promptly return or destroy all Confidential Information and copies thereof, except for one archival copy retained solely for compliance purposes.

8. Term

The obligations in this Agreement shall remain in effect for two (2) years from the date of signature.

9. Governing Law

This Agreement shall be governed by the laws of the State of Florida, without regard to conflict-of-laws principles. The exclusive venue for any dispute shall be the state or federal courts located in Pinellas County, Florida.

10. Miscellaneous

This Agreement is the entire agreement between the parties regarding its subject matter and may be amended only in writing signed by both parties. If any provision is held unenforceable, the remainder shall continue in effect. This Agreement may be signed in counterparts and by electronic signature.

AGREED AND ACCEPTED:

DISCLOSING PARTY	**RECIPIENT**
Redoar Living 1, LLC	Company: _____
By: _____	By: _____
Name: Simón R. Barth	Name: _____
Title: Managing Partner	Title: _____
Date: _____	Date: _____

Template prepared for Redoar Living 1, LLC. This document is a non-binding template provided for business use and is not legal advice; Owner's Florida counsel should review before execution. Contact: Simón R. Barth · simon.restrepo@artikabi.com · +1 (954) 953-4025.