

disclose such information without violating any right of the parties to this Agreement; (b) is known to the party prior to its disclosure by another party to this Agreement as evidenced by the first party's written records; or (c) is developed by a party independently of any of the Confidential Information received in confidence from another party to this Agreement.

SECTION 2 - CONFIDENTIALITY AND NON-DISCLOSURE

2.1 Company acknowledges and agrees that the misappropriation, unauthorized use or disclosure of such Confidential Information of Beazer Homes would cause irreparable harm to Beazer Homes. Company agrees to use at least the same degree of care to avoid and prevent disclosure of Confidential Information as Beazer Homes uses to prevent disclosure of its own Confidential Information and in no event less than a reasonable degree of care.

2.2 With respect to Confidential Information, Company agrees that, during the term of this Agreement and for a term of two years thereafter, it shall not directly or indirectly use for any purpose whatsoever or disclose any Confidential Information that Company may have or acquire in connection with this Agreement or the further development and refinement of the Project, except as authorized by Beazer Homes.

2.3 Company agrees that it will disclose Confidential Information only as necessary for the evaluation of the Project in pursuance of this Agreement, and only to its employees who are directly involved in the evaluation of the Project with a need to know.

2.4 Company agrees that all Confidential Information is the property of Beazer Homes and agrees to promptly return to Beazer Homes upon demand, any Confidential Information furnished under this Agreement which is either received in or reduced to material form, and all copies thereof.

SECTION 3 - MISCELLANEOUS.

3.1 In the event of any breach of any part of this Agreement by Company, Beazer Homes shall be entitled to relief by appropriate legal or equitable means, including but not limited to, a temporary restraining order, temporary injunction and/or permanent injunctive relief, restraining and prohibiting Company from breaching or continuing to breach the terms of this Agreement. In addition, Beazer Homes shall be entitled to the recovery of any and all damages incurred as a result of such breach, including cost of enforcement, reasonable attorney's fees and court costs.

3.2 The waiver by Beazer Homes of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent or simultaneous breach.

3.3 The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

3.4 The headings and captions used in this Agreement are for convenience of reference only, and shall in no way define, limit, expand or otherwise affect the meaning or construction of any provision of this Agreement.

3.5 Any notice required or permitted to be given pursuant to this Agreement shall be deemed sufficiently given when delivered in person or when deposited in the United States mail, registered or certified mail, postage prepaid, and addressed as shown in the first paragraph of this agreement.

3.6 Except as expressly stated, neither this Agreement nor the disclosure or receipt of information hereunder shall constitute or imply any promise or intention to make any purchase of products or services by any party with respect to present or future sales.

3.7 This Agreement shall be construed in accordance with the laws of the State of Georgia (excluding its choice of law rules). All disputes arising from this Agreement shall be submitted to either the federal district court in the Northern District of Georgia/Atlanta Division or in the Superior Court of Fulton County. Beazer, in its sole discretion shall decide to which forum the dispute will be submitted. Company hereby consents and submits to the jurisdiction of the forum selected by Beazer.

3.8 Any information regarding the Project provided to Company is for informational purposes only and Beazer Homes shall not be liable for any inaccuracies contained in any of the information provided.

3.9 This Agreement shall remain in force for two (2) years from the date above unless sooner terminated. Any party may terminate this agreement without cause upon sixty (60) days written notice to the other party. Termination of this agreement for any reason does not affect the validity or enforceability of the

confidentiality and non-disclosure provisions contained in paragraphs 2.1 through 2.4 inclusive of this Agreement.

3.10 Company hereby agrees that an electronic copy (whether by fax, pdf or otherwise) of this Agreement shall be deemed and original for purposes of any action taken by Beazer Homes to enforce the terms of this Agreement.

3.11 Company expressly represents and warrants to Beazer Homes that Company is engaged in a bona fide land sales business or intends to acquire the property for the purpose of engaging in the business of constructing residential, commercial, or industrial buildings or for the purpose of resale or lease of such property to persons engaged in such business. It is acknowledged and agreed by Company and Beazer Homes that the Confidential Information is being provided by Beazer Homes in reliance on these representations and warranties.

NAME OF
COMPANY: _____

SIGNED: _____

NAME OF AUTHORIZED
SIGNOR: _____

TITLE OF AUTHORIZED
SIGNOR: _____