return signed CA to: jmcgrath@landvest.com

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "***Agreement***") is made this ____ day of _____, 2025 (the "***Effective Date***") by FOREST INVESTMENT ASSOCIATES L.P. ("***FIA***"), for itself and in its capacity as investment manager for certain timberlands owned by one or more of its clients (individually, an "***Owner***" and collectively, the "***Owners***"), and the undersigned prospective bidder (referred to in this Agreement as "***you***").

In connection with your consideration of a possible transaction with Owners, you have requested FIA, in its capacity as investment manager for Owners, to provide information concerning certain timberlands in the Southeastern United States (the "***Timberlands***"). As a condition to FIA providing this information, you agree to treat in accordance with the terms of this Agreement (i) any and all non-public, confidential, or proprietary information concerning the Timberlands (including the operation thereof), any Owner, or FIA that may be furnished to you or any of your directors, officers, employees, representatives, advisors, or other agents (collectively, "***your Representatives***"), and (ii) all analyses, compilations, forecasts, studies or other documents prepared by you or your Representatives that contain or otherwise reflect such information or your review of, or interest in, the Timberlands, or any portion thereof.

Unless otherwise indicated, all such information described above in clauses (i) and (ii) of the preceding paragraph, whether disclosed to you or your Representatives before, on or after the Effective Date, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," are collectively referred to as the "***Evaluation Materials***". The obligation to treat as confidential the Evaluation Materials will not apply to information that (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by you or any of your Representatives; (b) at the time of disclosure is, or thereafter becomes, available to you on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such information to you by a legal, fiduciary, or contractual obligation to the FIA or Owners; or (c) was known by you or in the possession of you or your Representatives, as established by documentary evidence, before being disclosed by or on behalf of the FIA and Owners under this Agreement. The term "person" as used in this Agreement will be broadly interpreted to include, without limitation, any individual, entity, or governmental body.

1. Confidentiality. You hereby agree that you will keep the Evaluation Materials confidential, that the Evaluation Materials will be used solely for the purpose of evaluating a possible acquisition of the Timberlands, and that such information will not be disclosed in any manner, directly or indirectly by you and your Representatives, except that (i) any such information may be disclosed to your Representatives who need to know such information solely for the purpose of evaluating any such possible transaction, provided that you shall first inform your Representatives of the confidential nature of such information and they shall agree, and you shall direct them, to hold such information in confidence, and (ii) any such information may be disclosed under circumstances and conditions contemplated by paragraph 3 of this Agreement or under circumstances which FIA gives express, prior consent in writing. You further agree that you will immediately notify FIA, in writing, of any breach of this Agreement by you or your Representatives. You shall be responsible for any breach of this Agreement by any of your

Representatives. Upon request, you shall provide FIA a list of your Representatives who receive any Evaluation Material and a description of their position with, or other relationship to, you.

2. Confidentiality of Discussions. Without the express prior written consent of FIA, you will not, and will direct your Representatives not to, directly or indirectly, disclose to any person who is not hereby authorized to receive the Evaluation Materials (i) the fact that the Evaluation Materials have been made available to you; (ii) the fact that discussions or negotiations are taking place concerning a possible transaction between Owners and you; or (iii) any other terms, conditions or other facts with respect to this inquiry, including the specific assets in question, any valuations, and the status of this proposed transaction. Your Representatives will not discuss this transaction with any employee of FIA except those identified for that purpose in writing or with any officer, director, manager, or representative of any Owner, other than FIA and its designees.

3. Requests for Disclosure. If you are requested or are required by applicable law (whether by interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar formal process) to disclose any Evaluation Materials, you will provide FIA with immediate notice of such request and requirement so that FIA may consider seeking a protective order. If, in the absence of a protective order or the receipt of a waiver, you are nonetheless, in the written opinion of counsel, compelled to disclose any Evaluation Materials to any court or any other person, you may disclose, to the extent so required, such information to such court or other person without liability hereunder provided such written opinion of counsel is provided to FIA in advance.

4. No Representation or Warranty; No Transfer of Interests; No Waiver of Privilege.

(a) YOU UNDERSTAND THAT NONE OF THE OWNERS, FIA OR ANY OTHER PERSON HAS MADE OR NOW MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE EVALUATION MATERIALS. YOU AGREE THAT NONE OF THE OWNERS, FIA OR ANY OF THEIR REPRESENTATIVES WILL HAVE ANY LIABILITY TO YOU OR ANY OF YOUR REPRESENTATIVES RESULTING FROM THE USE OF OR RELIANCE UPON THE EVALUATION MATERIALS OR FOR ANY ACTUAL OR ALLEGED ERRORS OR MISSTATEMENTS IN THE EVALUATION MATERIALS OR ANY ACTUAL OR ALLEGED OMISSIONS IN THEM. ONLY THOSE REPRESENTATIONS AND WARRANTIES, IF ANY, THAT ARE MADE IN A FINAL DEFINITIVE AGREEMENT FOR THE PURCHASE AND SALE OF THE TIMBERLANDS, IF, AS AND WHEN EXECUTED, AND SUBJECT TO ANY LIMITATION OR RESTRICTION SET FORTH IN SUCH AGREEMENT, WILL HAVE ANY LEGAL EFFECT.

(b) FIA and Owners hereby retain their entire right, title, and interest, including all intellectual property rights, in and to all Evaluation Materials. Any disclosure of such Evaluation Materials hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to you or any of your Representatives.

(c) To the extent that any Evaluation Materials include materials or other information subject to the attorney-client privilege, work product doctrine, or any other

applicable privilege or doctrine concerning pending or threatened legal proceedings or governmental investigations where FIA or any Owner holds the privilege, the parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention, and mutual understanding that the sharing of such material or other information is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or information or its continued protection under the attorney-client privilege, work product doctrine, or other applicable privilege or doctrine held by FIA or Owners as a result of disclosing any Evaluation Materials (including Evaluation Materials related to pending or threatened litigation) to you or any of your Representatives.

5. Return of Material. Upon request by FIA, you will promptly deliver to FIA, at its principal office located at 15 Piedmont Center, Suite 1250, Atlanta, GA 30305, attention: Sarah E. Hall, all written and other physical Evaluation Materials (together with all copies), or you will promptly destroy such Evaluation Materials (and all copies), and in either case certify their return or destruction to FIA in writing. This undertaking is to be broadly interpreted, such that you will not retain any copies, extracts, or other reproductions in whole or in part of such Evaluation Materials. In addition, all documents, memoranda, notes, and other writings prepared by you, or your Representatives based on or reflecting information in the Evaluation Materials will also be destroyed by you, and such destruction will be separately certified in writing to FIA. You will promptly notify FIA if you determine not to proceed with the proposed purchase of the Timberlands. Notwithstanding the foregoing, you may retain copies of Evaluation Materials that are automatically stored on any automated information backup systems and disaster recovery systems maintained by you until the ordinary course deletion thereof, but *only if* the only persons having direct access to the backed up information during the period of your retention are limited to qualified IT personnel and are not restored in cases other than disaster or emergency.

6. Access to Timberlands. If you or your Representatives desire to have access to any of the Timberlands, you shall notify FIA to request and arrange for such access. Access may be conditioned upon the your and your Representatives' entry into a commercially reasonable access agreement or license from FIA and Owner on reasonable protective terms and conditions. You acknowledge and agree that while on the Timberlands, you and your Representatives assume all risks relating to such presence. You shall indemnify, hold harmless and, if requested by FIA, defend (with counsel reasonably approved by FIA) Owners, FIA, their respective affiliates, and their respective shareholders, members, partners, officers, directors, managers, trustees, employees, representatives and agents from and against any and all causes of action, claims, costs, damages, demands, expenses (including, but not limited to, attorneys' fees incurred at any level of proceedings), liabilities and losses arising from or related to your or your Representatives' entry onto or presence on the Timberlands except to the extent caused by the gross negligence of or the knowing and intentional misconduct of any Owner, FIA or any of their representatives. If requested by FIA, you further agree, prior to accessing the Timberlands, provide evidence of liability insurance in amounts and issued by an insurer reasonably satisfactory to FIA.

7. Injunctive Relief. You agree that Owners would be immediately and irreparably harmed by, and money damages would not be an adequate remedy for, any breach by you or your Representatives of the covenants contained in this Agreement. Therefore, in addition to all other remedies available at law (which FIA and Owners do not waive by the exercise of any

rights hereunder), FIA and Owners will be entitled to injunctive relief, specific performance and/or any other appropriate equitable remedy for any such breach or threatened breach. You hereby waive any requirement for the securing or posting of any bond in connection with any such remedy or the showing of actual monetary damages in connection with such claim. Such remedies shall not, in any way, be deemed to be exclusive of any other remedy.

8. Law to Govern, Other Provisions. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia without regard to conflicts of law principles that would result in the application of the law of any other jurisdiction. No failure or delay by FIA or Owners in exercising any right, power or privilege will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power, or privilege. Owners shall be intended beneficiaries of this Agreement and shall be entitled to enforce its provisions directly against you and your Representatives. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic execution and transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9. Term. The term of this Agreement shall commence upon the Effective Date first above written or, if later, the date you execute this Agreement as set forth below, and shall expire upon the fifth anniversary of the commencement date; provided, however, that with respect to any trade secret included in the Evaluation Materials, the term of this Agreement shall continue with respect to such trade secret until the later of the fifth anniversary of the commencement date or the date that it is no longer a trade secret.

10. Entire Agreement; No Other Obligations. This Agreement contains the entire understanding relating to the confidentiality and disclosure of the Evaluation Material and the other matters addressed herein, and supersedes all prior communications, if any, between the parties regarding the Evaluation Material and such other matters. No amendment, modification or waiver of any provision of this Agreement shall be binding unless in writing and executed by FIA and you. Neither party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein. Either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other party with regard to the Timberlands.

11. Agency Disclosure(s). You acknowledges that, _____ (Identify here name of Broker, if no broker list "None") (if applicable, "***Broker(s)***"), is/are acting solely as Owners' Agents in connection with the property governed by this Agreement. Under applicable state laws, Broker(s) represent(s) only the Owners and owe(s) fiduciary duties only to the Owner(s), including loyalty, confidentiality (as directed by the Seller), full disclosure of material facts known to Broker, and use of reasonable care and skill in performing Broker's duties. Broker does not represent the Buyer in this transaction. The Buyer is advised to seek

independent professional advice and should understand that under applicable state laws, the Broker may have an obligation to promptly present all offers and disclose known adverse material facts about the property that are not reasonably observable. If required by applicable state laws, the names, licenses numbers, and state of licensure of applicable Broker personnel are set forth below (complete information, or if not required list "N/A"):

Licensee Name	**State of License**	**License Number**
Jonathan McGrath	GA	392713
Jonathan Burt	GA	281364

[Signatures are on the following page]

If the foregoing is in accordance with our mutual understanding, please sign the enclosed copy of this Agreement and return it to FIA, whereupon it will become a mutually binding and enforceable agreement.

FOREST INVESTMENT ASSOCIATES L.P.,
for itself and in its capacity as investment manager and agent of the Owners

By: Forest Investment Associates, LLC, its General Partner

By: _____
Name: _____
Title: _____

CONFIRMED AND AGREED:

_____
[Name]

By:_____

Printed Name: _____

Title: _____

Date: _____