Returned Signed CA to: sgauthier@landvest.com

CONFIDENTIALITYAGREEMENT

[_____], ("**Recipient**") has expressed an interest in a possible purchase (the "**Potential Transaction**") of forestland located in Maine (the "**Property**") from **Jonathan Simonds** ("Seller"). In connection with the Potential Transaction, Seller is prepared, subject to the terms and conditions of this Confidentiality Agreement (the "**Agreement**"), to make available to Recipient, its employees, directors and officers and other representatives (each, a "**Representative**"), certain Confidential Information (as defined below) that is non-public, confidential or proprietary in nature.

In connection with your evaluation of the Potential Transaction, Seller may deliver to you or provide you with access to information concerning or related to the Property and the Potential Transaction. All such information furnished to Recipient or any of Recipient's directors, members, officers, employees, and representatives (including, without limitation, financial advisors, attorneys, accountants, consultants, clients or sources of equity and debt financing) (collectively, "**your Representatives**" or "**Representatives**"), by Seller, or any of their respective directors, members, officers, employees, or representatives (including, without limitation, financial advisors, attorneys and accountants) or agents, whether orally, in writing, in electronic form or otherwise, and all analyses, compilations, data, forecasts, studies, notes, interpretations, memoranda, summaries of loan documents or other documents including any prepared by you or your Representatives containing or based in whole or in part on any such information are collectively referred to as the "**Confidential Information"**. Your Representatives do not include any third party that may be interested in purchasing a portion of the Property as part of the Potential Transaction and such party or parties must execute a separate Agreement of Confidentiality with Seller. The fact that you are considering the Potential Transaction and all discussions and negotiations shall also be treated as Confidential Information.

The term "Confidential Information" shall not include information that (i) at the time of disclosure or thereafter is generally available to and known by the public other than as a result of a disclosure by Recipient or any of its Representatives, or (ii) was or becomes available to Recipient or any of its Representatives on a non-confidential basis from a source other than Seller; provided that such source is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation to Seller.

In consideration of Seller making available to Recipient and its Representatives such Confidential Information, Recipient agrees as follows:

1. <u>Confidentiality and Use of Confidential Information</u>.

   (i) The Confidential Information will be kept confidential by Recipient and its Representatives and shall not, without the prior written consent of Seller (which consent may be granted or withheld in its sole discretion), be disclosed by Recipient or any of its Representatives, in any manner whatsoever, in whole or in part, and shall not be used, other than in connection with the Potential Transaction. Moreover, Recipient agrees to reveal the Confidential Information

only to those Representatives who need to know the Confidential Information for the purpose of the Potential Transaction, provided that, prior to the disclosure of any Confidential Information to such Representatives, Recipient shall inform such Representatives to whom such Confidential Information is disclosed (a) that such Confidential Information is non-public, confidential and proprietary to Seller, and (b) of the essential terms of this Agreement, which Agreement shall be binding on all such Representatives to whom such Confidential Information is disclosed. Recipient agrees not to make any such disclosure or transmission unless Recipient is satisfied that its Representatives will act in accordance herewith. Recipient agrees that it will be responsible for any breach of any of the provisions of this Agreement by any of its Representatives and Recipient agrees to take, at its sole expense, all necessary measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information (including, without limitation, the initiation of court proceedings).

(ii) Neither Recipient nor its Representatives shall, without the prior written consent of Seller (which consent may be granted or withheld in its sole discretion), directly or indirectly, disclose to any other person either the fact that discussions or negotiations are taking place concerning the Potential Transaction or any of the terms, conditions or other facts with respect to the Potential Transaction, including the status thereof, or disclose to any other person that Recipient and its Representatives have received or produced any Confidential Information. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, the media and any corporation, company, group, individual or entity.

(iii) Nothing herein shall preclude disclosure of any Confidential Information required by any government or regulatory authority or court entitled by law to the disclosure of the same, or that is required by law to be disclosed, provided Recipient promptly notifies Seller when such requirement to disclose arises to enable Seller to seek an appropriate protective order and to make known to such governmental or regulatory authority or court the proprietary nature of the Confidential Information and to make any applicable claim of confidentiality in respect thereof. Recipient agrees to cooperate in any appropriate action that Seller may decide to take to prevent or minimize the disclosure of such Confidential Information. If Recipient is required to make a disclosure in accordance with this Section 1(iii), Recipient shall only make such disclosure to the extent it is required to do so by law.

2. Return of Confidential Information. Neither Recipient nor its Representatives shall make any copies of the Confidential Information, in whole or in part, for any purpose other than the purposes specified in this Agreement. If Seller decides not to proceed with the Potential Transaction or if Seller elects at any time to terminate further access by Recipient to the Confidential Information for any reason, Seller will notify Recipient and Recipient will, and will cause its Representatives to, return or destroy all such Confidential Information, including, without limitation, all copies of Confidential Information and any notes or memoranda of conversations describing or relating to the Confidential Information and any and all documents, notes and

memoranda, and any magnetic tapes or other electronic media which have been received or derived by Recipient or any of its Representatives as part or as a result of their analysis or evaluation of the Confidential Information and any and all copies thereof. Notwithstanding the return of Confidential Information and related materials, Recipient and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder. Without limiting the generality of the foregoing, any oral information will continue to be subject to the terms of this Agreement.

3. Accuracy of Confidential Information. Recipient understands and acknowledges that Seller makes no representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Information. Recipient agrees that Seller shall have no liability to Recipient or any of its directors, officers, employees, agents, representatives or affiliates relating to or resulting from the use of or reliance on any Confidential Information or any errors therein or omissions therefrom.

4. Not an Agreement to Complete a Potential Transaction. Unless and until a definitive agreement with respect to a Potential Transaction is executed and delivered by Recipient and Seller, neither Recipient nor Seller intends to be, nor shall any of such persons be, under any legal obligation of any kind whatsoever with respect to such Potential Transaction or otherwise, by virtue of any written or oral expressions by such persons' respective representatives with respect to such a Potential Transaction, except for the matters specifically agreed to in this Agreement. Seller shall be free to conduct the process for a Potential Transaction as it shall determine in its sole discretion. Any procedures relating to a Potential Transaction may be changed at any time without prior notice to Recipient or any other person and Recipient shall have no claim against Seller arising out of or related to any Potential Transaction, except in accordance with, and subject to, any definitive agreement with respect to a Potential Transaction.

5. Remedies. Recipient agrees to indemnify Seller against any and all losses, damages, claims, or expenses incurred or suffered by Seller as a result of any breach of the provisions of this Agreement by Recipient or its Representatives. Recipient agrees that, in the event of any breach of the provisions of this letter, Seller shall be entitled to equitable relief, including relief in the form of injunctions and orders for specific performance, in addition to all other remedies available to Seller at law or in equity. No delay or failure by Seller in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

6. Waiver. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to its conflict of laws provisions.

8. Notices. All notices, requests, demands, directions, declarations and other communications provided for herein shall be (i) mailed by a reputable overnight mail carrier (i.e., FedEx), (ii) sent by registered or certified mail, return receipt requested, (iii) scanned and sent electronically, or (iv) delivered in hand to the applicable party at its office address.

9. No License. Nothing in this Agreement shall be interpreted expressly or impliedly as granting Recipient any license or other rights, except as expressly set forth in this Agreement.

10. No Joint Venture or Partnership. Nothing in this Agreement and no action taken by the parties hereto pursuant to this Agreement shall constitute a partnership or joint venture of any kind between the parties hereto.

11. Severability. In the event that any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions or portion of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

12. Amendments. All modifications of, waivers of or amendments to this Agreement or any part hereof must be in writing and signed on behalf of Recipient and Seller. Recipient acknowledges that Seller is intended to be benefited by this Agreement and that Seller shall be entitled to enforce this Agreement and to obtain for itself the benefit of any remedies that may be available for the breach hereof.

13. Site Visits. In connection with any site visits by Recipient with respect to the Potential Transaction, Recipient agrees to indemnify, defend and hold Seller and its affiliates and agents harmless from and against any and all cost, liability, claim, damage, and/or expense arising from Recipient's (and/or its agents', representatives', employees', engineers' and/or contractors') entry upon the Property.

14. Authority. Recipient represents and warrants to Seller that the individual executing this Agreement on behalf of Recipient has full power and authority to execute this Agreement on behalf of its organization. The rights and obligations under this Agreement shall inure to the benefit of and shall be binding upon subsidiary, affiliate, and successor or permitted assign of or to the business of Recipient. Neither this Agreement nor any rights or obligations of Recipient under this Agreement shall be transferable or assignable without the prior written consent of Seller, and any attempted transfer or assignment of this Agreement not in accordance herewith shall be null and void.

15. Multiple Counterparts/Signatures. This Agreement may be executed in multiple counterparts and digitally and digital signatures of any party (including, but not limited to, pdf copies of signatures and DocuSign signatures) shall be deemed binding.

16. Term. This Agreement shall remain in full force and effect for a period of two (2) years from the Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Please acknowledge your agreement by countersigning this Agreement in the space provided below and returning it to the undersigned.

Jonathan Simonds

By: _____

Date: _____

Accepted and Agreed to:

_____[RECIPIENT NAME]

By: _____

Company/Name: _____

Title: _____

Date: _____