Confidentiality Agreement / Right of Entry Permit

for Project Olive Timberland Properties

By execution of this Confidentiality Agreement / Right of Entry Permit for the Project Olive Properties located in Clallam County, Washington (the "Agreement"), the undersigned ("Recipient") agrees to the following terms and conditions in conjunction with any discussions or request for or receipt of documents and other information regarding the potential sale (the "Potential Transaction") of real property owned by Rayonier Forest Resources L.P, (collectively referred to herein as "Seller"), described as the Project Olive and as identified on the attached map (the "Property").

1. **Information.** The term Information shall mean and include any and all discussions, documents or other information, in whatever form, whether oral or written and whether before or after the date of this Agreement, provided by Seller, its subsidiaries, brokers or agents, to Recipient concerning the Potential Transaction and/or the Property. Recipient agrees to use the Information solely for the purpose of evaluating a purchase of all or a portion of the Property and the Potential Transaction and, except as otherwise expressly permitted herein, will not otherwise use the Information in its business or for any other purpose or disclose it to others.

2. **Confidentiality.** Recipient shall keep confidential the Information and shall not disclose any Information to any other party (except as set forth in this Section 2) without the express written consent of Seller. Recipient shall not distribute the Information to any party except its directors, officers, employees, attorneys, accountants, agents, sources of funding or advisors who need to see and review the Information to evaluate the Property or the Potential Transaction (collectively, "Recipient's Representatives") without express written consent from Seller, unless such Information (i) is, was or becomes available to Recipient from a source other than the Seller or the Seller's Representatives, provided that, to Recipient's knowledge, such other source is not in violation of any other obligation of confidentiality or nonuse, (ii) was or becomes available to the public from a source other than Recipient or Recipient's Representatives, or
(iii) is independently developed by Recipient without the use of or reference to any Confidential Information. Each of Recipient's Representatives shall be directed to abide by the terms of this Agreement and agrees to be bound by the obligations set forth herein as if it were the Recipient. **Recipient shall be responsible for any breach of this agreement by any of Recipient's Representatives.**

3. **No Representations or Warranties.** Any and all Information produced by Seller, or their agents is provided to Recipient as a convenience to facilitate its assessment of the suitability of the Property for Recipient's specific purposes. Except as provided in a definitive agreement between Seller and Recipient regarding the Potential Transaction, Seller and each of their affiliated or related companies and their representatives (collectively, "Seller's Representatives"), specifically disclaim any representations or warranties as to the accuracy or completeness of the Information. The Property is being sold as is. Recipient should verify and supplement the Information to the extent Recipient deems necessary to assess the suitability of the Property for Recipient's purposes. Neither Seller nor any of Seller's Representatives shall have any liability to Recipient as a result of Recipient's reliance on or use of such Information.

4. **Potential Transaction Procedures.** Recipient acknowledges that (i) Seller will conduct the process for the Potential Transaction in its sole discretion (including, without limitation, negotiating with any prospective party and entering into definitive agreements without prior notice to Recipient or any other person), (ii) any procedures relating to the Potential Transaction may be changed at any time without notice to Recipient or any other person, (iii) Seller shall have the right, in its sole discretion, to reject or accept any potential party, proposal, or offer, and to terminate any discussions and negotiations, at any time and for any or no reason, and (iv) Recipient shall have no claims whatsoever against Seller or Seller's Representatives arising out of or relating to such actions.

5. **Return of Information.** At any time upon Seller's request, Recipient shall promptly return to Seller

the Information or destroy all tangible material of any type containing or reflecting any information, knowledge or data contained in the Information (whether prepared by Seller or otherwise, and whether in Recipient's possession or the possession of any of Recipient's Representatives), and will not retain any copies, extracts or other reproductions, in whole or in part, of such material. All documents, notes, summaries, analyses, memoranda and other writings whatsoever (including copies, extracts or other reproductions) prepared by Recipient or Recipient's Representatives based on the information, knowledge or data contained in the Information (hereinafter referred to as the "Evaluation Materials") shall be destroyed, and such destruction shall be certified in writing to Seller. Notwithstanding the above, Recipient may retain one copy of the Evaluation Materials but only to the extent that any law or regulation creates a direct and affirmative obligation upon Recipient to do so, in the opinion of Recipient's counsel, or in accordance with Recipient's pre-existing document retention policy. In such case, Recipient agrees to keep such Evaluation Materials confidential.

6. **Procedures for Required Disclosures**. In the event that Recipient or any of Recipient's Representatives are requested or required by law, regulatory authority or other applicable judicial or governmental order to disclose any Information, Recipient will (a) provide Seller with prompt notice of any such request or requirement so that Seller may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement, and (b) at Seller's expense, give Seller all available information, reasonable assistance and necessary authority to enable Seller to take the measures that Seller, in its sole discretion, may consider appropriate to protect the Information from disclosure. In the event that such protective order or other remedy is not obtained or that Seller waives compliance with the terms hereof, Recipient may disclose only that portion of the Information which, upon advice of counsel, is legally required to be disclosed.

7. **Right of Entry/Hold Harmless.** Seller hereby grants access to the Property for inspection purposes only. Forthcoming will be specific guidance for purposes of inspection. All vehicular ingress and egress used on the Property shall be confined to existing routes and roads. Seller in no way warrants the condition of the Property, including any access routes, and Recipient assumes all risk and accepts said Property in its existing conditions during such inspection. Recipient assumes all liability and shall indemnify, defend and hold harmless Seller, its affiliated or related companies and their managers, partners, officers, directors and agents, its officers, directors, employees and agents, from and against all damages to Property, losses, claims, demands, injuries or causes of action, of every kind, nature and description relating to Recipient's access to or presence on the Property, except to the extent such damages or claims result from the negligence of Seller or Seller's Representatives.

8. **Remedies**. Recipient acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that, as a remedy for any such breach, Seller shall be entitled to specific performance, injunctive, and/or other equitable relief**.** Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement. In addition to Seller's other rights hereunder, Seller retains all rights and remedies Seller may have under applicable law, provided however, that in no event shall Seller be entitled to recover consequential, incidental or exemplary damages for any claim arising out of this Agreement regardless of the legal theory advanced. In the event of litigation in relation to this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and expenses (including reasonable attorneys' fees) associated with the litigation upon receipt of a final judgment from a court of competent jurisdiction.

9. Governing Law. This Agreement and all matters arising from or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to the conflict of law principles thereof**.**

10. **Amendments.** This Agreement cannot be amended or terminated, and no provision may be waived or modified, without the written consent of both Recipient and Seller.

11. **Execution**. This Agreement may be executed with electronic signature, and by facsimile or via email.

12. **Assignment.** Recipient may not assign its rights or obligations under this agreement to any person or entity without the prior written consent of Seller.

13. **Condition Precedent.** By execution and delivery of this agreement, Recipient accepts and agrees to the foregoing conditions and terms. Recipient's execution and delivery of this agreement to Seller is a condition precedent to Recipient's access to and use of the Information.

14. **Term.** This Agreement shall terminate one (1) year from the date hereof.

RECIPIENT:

Executed as of _____, 2022

_____
Name of Entity

_____
Signature

_____
Street Address (No P.O. Box), City, State, Zip

_____
Print Name

_____
Email Address

_____
Title

_____
Phone

RETURN THIS EXECUTED AGREEMENT VIA EMAIL TO:

Sam Porter
LandVest, Inc.
sporter@landvest.com