

## CONFIDENTIALITY AGREEMENT AND RIGHT OF ENTRY

This **CONFIDENTIALITY AGREEMENT AND RIGHT OF ENTRY** ("**Agreement**") is made as of the Effective Date set forth on the signature page below, by and between **Carmona Ranch Timberlands, LLC** and **Carmona TriStar, LLC** (collectively "**Carmona**") both Delaware limited liability companies, acting by and through their agent and property manager The Molpus Woodlands Group, LLC, a Mississippi limited liability company (together with Carmona, collectively "**Molpus**") and the person or entity identified below in the signature block, together with their or its Representatives (as defined herein) (collectively, "**Interested Party**"). Carmona, Molpus and Interested Party are sometimes referred to individually herein as a "Party" or collectively as the "Parties."

**WHEREAS**, Carmona is the owner of certain real property and timberland interests located in the States of Idaho, Louisiana and Texas, as more specifically identified on the maps attached hereto as Exhibit "A" (collectively, the "**Property**");

**WHEREAS**, the Interested Party has shared its interest in some or all of the Property with Carmona and indicated that it would like to be allowed to conduct formal due diligence to determine whether it would like to acquire some or all of the Property from Carmona (the "**Transaction**"); and

**WHEREAS**, in order to facilitate Interested Party's due diligence activities, which will include among other things, Molpus sharing certain proprietary and confidential information (defined below) concerning the Property with Interested Party, the Parties desire to enter into this Agreement to establish the obligations with respect to the handling and use of Confidential Information and Interested Party's Right of Entry on the Property.

**NOW THEREFORE**, in exchange for the promises and representations made one to another, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** As used throughout this Agreement the following terms shall have the meanings established below:

a. "**Confidential Information**" shall mean all data, files, information, maps, documents and other materials relating to the Transaction which is provided by Molpus in any format (oral, in writing or electronically), whether shared before or after the Effective Date of this Agreement. By way of example, Confidential Information includes, but is not limited to, analysis, books, maps, memoranda, models, notes, photographs, records, proprietary data and forecasts regarding certain Property managed by Molpus. Confidential Information shall not include such data or materials (i) known by Interested Party prior to receipt from Molpus, which prior knowledge can be substantiated by Interested Party; or (ii) is or becomes known to the general public, provided the information did not become a matter of public knowledge as a result of a breach of a confidentiality obligation owed by either Interested Party or a third-party; or (iii) is disclosed to Interested Party by a third party on a non-confidential basis, provided that the source of such information is not known by Interested Party or any of its Representatives receiving such information to be prohibited from transmitting such information to Interested Party or its Representatives by a contractual, legal, fiduciary or other obligation.

b. "**Representatives**" shall include affiliates of Interested Party and its and their employees, principals, subsidiaries, officers, directors, agents, contractors, accountants, advisors, partners, potential financing sources, plus unrelated third-parties with whom Interested Party has contracted with in connection with the Transaction, whether in the nature of broker/client or other professionals retained by Interested Party to assist with its evaluation of the Property and a Transaction (i.e., consultants, legal counsel, surveyors, lenders, bankers, or financial advisors), in each case who actually receive Confidential Information.

2. **Use of Confidential Information.** Interested Party agrees to use the Confidential Information solely for the purpose of evaluating the Transaction, and for no other purpose, and further agrees to keep confidential and

not disclose to any third party any Confidential Information except as provided herein. Notwithstanding the foregoing, Interested Party may disclose such Confidential Information solely to those of its Representatives who (a) require such material for the purpose of evaluating the Transaction on behalf of Interested Party, and (b) are informed by Interested Party of the confidential nature of the Confidential Information and the obligations of this Agreement and agree to abide by the terms hereof as if they were a signatory hereto. Interested Party shall take all actions necessary to cause its Representatives and affiliates who receive Confidential Information to comply with the terms of this Agreement. Interested Party shall be responsible for any disclosure of Confidential Information by its Representatives other than in accordance with the terms of this Agreement. Interested Party acknowledges the confidential and proprietary nature of the Confidential Information provided by the Interested Party and acknowledges and agrees that it is acquiring no rights whatsoever in or to such Confidential Information. For avoidance of doubt, if the Parties do not consummate a transaction with respect to the Transaction and they terminate discussions, then neither Interested Party nor its Representatives may use the Confidential Information for any purpose whatsoever.

3. Safeguarding the Confidential Information. Interested Party agrees to take all reasonable actions to protect and safeguard the Confidential Information from and against unauthorized use, publication, or disclosure and, in any event, at least the standard of care with respect to protecting the Confidential Information that Interested Party accords its own confidential and/or proprietary information; in furtherance thereof, Interested Party will not, either directly or indirectly, (i) use any of the Confidential Information for any purpose other than as expressly permitted by this Agreement, or (ii) disclose, publish, or reveal the Confidential Information to any third-party, except as expressly permitted under this Agreement.

4. Improper Disclosure. If Molpus reasonably believes that Interested Party has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Molpus shall be entitled to seek an injunction, temporary restraining order or other relief to restrain Interested Party from disclosing, in whole or in part, such Confidential Information, or from providing any services to any party to whom such Confidential Information has been disclosed in violation of this Agreement, without the posting of any bond. Molpus shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages. If Interested Party discloses or threatens to disclose Confidential Information for any purpose other than as expressly permitted under this Agreement, Molpus may recover its reasonable costs and attorneys' fees, in addition to seeking any damages or other remedies available to it at law or in equity.

5. Return of Documents. Within ten (10) business days after receipt of Molpus' written request, whether before or after termination of this Agreement, Interested Party will either return, or cause an officer to confirm in writing the destruction of, all Confidential Information provided to it in written and/or electronic/digital form by Molpus, along with any copies thereof. Notwithstanding the foregoing, Interested Party and its Representatives may retain any Confidential Information to the extent required to comply with applicable legal or regulatory requirements or professional standards or internal document retention policies.

6. Ownership of Confidential Information. Interested Party acknowledges that the Confidential Information is the sole property of Molpus and it is being provided to Interested Party solely to aid Interested Party in connection with evaluation of the Transaction. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly or impliedly, to Interested Party with regard to Carmona's Confidential Information.

7. Right of Entry with Release. In connection with the due diligence to be conducted by Interested Party, Molpus hereby grants permission to Interested Party and its Representatives to enter the Property provided however that such permission is entirely premised upon Interested Party's agreement to release, forever discharge and covenant to indemnify and hold harmless both Carmona and Molpus and their respective parent, subsidiary or affiliated companies, and all their shareholders, partners, members, managers, representatives, officers, agents, servants, successors, heirs, assigns, insurers or insureds, agents and any and all other persons, firms, organizations and/or corporations whatsoever having any liability in the premises, either directly, indirectly or by contract, vicariously or by way of indemnification, of and from any and all actions, causes of action, claims, demands, damages, costs, expenses, losses of services, accounts, covenants, contracts, controversies, trespasses, judgments, executions, loss of love and affection, loss of companionship, injuries, property claims, death claims, wrongful death claims, medical payments and compensation of every kind, type and character whatsoever, in each case on account of or as a result of or in any way arising out of any property damage and/or the injury to or death of any person or persons that

occur as the result of the Interested Party or its Representatives entering, inspecting, crossing, surveying or taking any other action involving access to the Property. Interested Party will provide a minimum of 3 business days' prior notice of its intentions to access the Property to Molpus, so that all appropriate on-the-ground logistics can be addressed. This Right of Entry will terminate without any action required of either Party upon the earlier of (i) such time as the Interested Party indicates it is no longer exploring the Transaction or (ii) six months following the Effective Date of this Agreement. Furthermore and notwithstanding anything to the contrary herein, Molpus may at its discretion terminate the Right of Entry at any time by providing written notice of such termination to the Interested Party.

8. Property Damage; Insurance. During the term of this Agreement, Interested Party agrees that it will compensate Carmona, at the then current market value, for any timber found on the Property which is cut, destroyed or damaged as a direct result of either acts or omissions of Interested Party or its Representatives.

Interested Party further agrees that for so long as this Agreement remains in place, it will maintain the following insurance coverage and will provide a Certificate of Insurance which lists Carmona and Molpus as additional insureds:

- Commercial general liability, including contractual, with minimum limits of at least \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- Comprehensive automobile liability including hired and non-owned vehicles with a combined single limit of \$1,000,000 per accident.
- Workmen's Compensation, as required by law, including (if applicable) employer's liability coverage and \$1,000,000 minimum limit per accident.

9. No Representation/Warranties. By providing the Confidential Information under this Agreement, Molpus makes no representation or warranty of any kind whatsoever, either express or implied, including, without limitation, as to its accuracy, completeness, adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such Confidential Information, nor shall Molpus incur any responsibility or obligation whatsoever by reason of use of such Confidential Information, in each case except as set forth in a definitive agreement regarding the Transaction.

10. Termination; Survival of Confidentiality Obligations. This Agreement shall terminate upon the earlier of, (i) the one-year anniversary of the Effective Date with no further action required of either Party, (ii) ten (10) days following notice of termination delivered by either Party to the other Party, or (iii) the execution and delivery of a definitive agreement between the Parties or their affiliates regarding the Transaction. Provided however and notwithstanding any termination, the confidentiality obligations provided for in this Agreement shall remain in full force and effect for a period of two (2) years following termination of this Agreement for all Confidential Information retained pursuant to paragraph 5 herein.

11. Notice. All notices or other communications required or permitted by this Agreement must be in writing and must be delivered to the Parties at the addresses set forth below, or any other address that a Party may designate by notice to the other Parties; and are considered delivered (a) upon actual receipt if delivered personally or an overnight delivery service; or (b) at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

**"COMPANY"**

to the address set forth under the signature block

**"MOLPUS"**

The Molpus Woodlands Group, LLC  
Attn: General Counsel  
858 North Street  
Jackson, MS 39202

12. Successors and Assigns. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Notwithstanding this provision, Interested Party shall not assign this Agreement, or its rights thereunder, without the prior written consent of Molpus, which said consent may be withheld in the sole discretion of Molpus.

13. Legal Relationship of the Parties. The Parties agree that no employment, agency, joint venture, partnership, or fiduciary relationship shall be deemed to exist or arise between them with respect to this Agreement or the Transaction. Neither the execution, delivery, or performance of this Agreement will be construed to constitute either Party as an agent or representative of the other Party for any purpose. Neither the execution, delivery, or performance of this Agreement will be deemed to establish a joint venture or partnership between the Parties. Neither Party has the authority to (i) bind the other Party by or to any contract, representation, understanding, act or deed, (ii) represent to any third Party that either Party is an agent of the other Party, or (iii) represent to any third Party that either Party is responsible for the acts or omissions of the other Party.

14. Governing Law; Authority. This Agreement is governed by the laws of the State of Mississippi, without giving effect to any conflict-of-law principle of any jurisdiction. Molpus and Interested Party each represent that they are legally organized entities authorized to enter into this Agreement and that their representative executing this Agreement is duly authorized to bind the entity to the terms of this Agreement without further approvals.

15. Venue; Prevailing Party Expenses. In the event any arbitration, action, suit or legal proceeding is instituted by either Party to this Agreement, venue will be set in Hinds County, Mississippi or the United States District Court for the Southern District of Mississippi. The prevailing party will be entitled to recover from the losing party both reasonable attorney fees and reasonable expert witness fees as determined by the court or arbitration panel, both at trial and on appeal or review and in bankruptcy, whether or not the matter in dispute involves an issue peculiar to federal bankruptcy law. Attorney and expert witness fees will be in addition to other costs and disbursements allowed by law. The prevailing party will be determined by the arbitrator, or any court, as the true prevailing party (not statutorily prevailing party) after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined.

16. Headings. The headings used in this Agreement are for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms and provisions herein.

17. Further Assurances. From time to time, Interested Party will execute, acknowledge, and deliver any instruments or documents necessary to carry out the purposes of this Agreement.

18. Final Agreement. This Agreement contains the entire understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

19. Counterparts and Electronic Signature. This Agreement may be executed in multiple counterparts, which when taken together shall for all purposes constitute the complete Agreement. The Parties agree that an electronic signature shall be acceptable and deemed the same as an original signature and a signed Agreement transmitted by facsimile machine or scanned and transmitted by email in .pdf format shall be treated in all manner and respects as an original document. The signature of any party thereon shall be considered for those purposes as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

**[Signature Page to Follow]**

**IN WITNESS WHEREOF**, the Parties have caused this Confidentiality Agreement to be executed by their duly authorized representatives, as of the Effective Date.

**INTERESTED PARTY:**

\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Address for Notice under Paragraph 11:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CARMONA RANCH TIMBERLANDS, LLC**

By: The Molpus Woodlands Group, LLC  
Its authorized agent and property manager

\_\_\_\_\_  
By: Wendy R. Mullins  
General Counsel

**CARMONA TRISTAR, LLC**

By: The Molpus Woodlands Group, LLC  
Its authorized agent and property manager

\_\_\_\_\_  
By: Wendy R. Mullins  
General Counsel

**THE MOLPUS WOODLANDS GROUP, LLC**

\_\_\_\_\_  
By: Wendy R. Mullins  
General Counsel

Effective Date: \_\_\_\_\_

## Exhibit A

