CONFIDENTIALITY AGREEMENT

This Agreement, entered into as of_____2022, is by and between _____ ("Prospective Purchaser") and The Conservation Fund, A Nonprofit Corporation, a Maryland non-stock corporation, regarding a certain parcel of land situated in Brunswick County, North Carolina containing approximately 3678 acres and owned by TCF's wholly owned subsidiary, Shelterwood Holdings II, LLC. As used in this Agreement, "TCF" shall mean and include The Conservation Fund and Shelterwood Holdings II, LLC. Prospective Purchaser and TCF are sometimes collectively referred to as the "Parties" and individually as a "Party."

Prospective Purchaser and TCF agree as follows:

1. **Confidential Information.** "Confidential Information" means all information concerning TCF or any of its properties, subsidiaries or affiliates disclosed to Prospective Purchaser or its agents or employees in any manner, whether orally, visually or in tangible form (including, without limitation, documents, devices and computer readable media), and all copies, whether created by Prospective Purchaser or TCF. Provided, however, that, Confidential Information shall not include any information that Prospective Purchaser can demonstrate: (a) was in its possession prior to disclosure hereunder; (b) was generally known, in the industry, at the time of disclosure hereunder, or becomes so generally known after such disclosure, through no act of the recipient or its employees or agents; or (c) was received by Prospective Purchaser from any third party who is under no obligation to TCF to maintain the confidentiality of such information at the time of such disclosure. If a particular portion or aspect of Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to all of the provisions of this Agreement.

2. **Use of Confidential Information.** Prospective Purchaser shall use Confidential Information solely for the purpose of discussing a transaction with respect to the certain forestland TCF owns in North Carolina.

3. **Disclosure of Confidential Information.** Prospective Purchaser shall disclose Confidential Information only to those of its employees, agents or advisors who have a need to know such information to analyze or carry out the transaction ("Representatives").

Except (a) as described in paragraph 5, or (b) with the prior written consent of TCF, Prospective Purchaser shall not disclose any Confidential Information to any third party and shall prevent the disclosure of such information by Prospective Purchaser's employees or Representatives.

Without the prior written consent of TCF, Prospective Purchaser shall not, and will cause its Affiliates and Representatives not to (i) disclose to any person or entity the fact that it has received the Confidential Information, that negotiations with respect to a transaction are taking place or the nature of or outcome of such negotiations, (ii)

represent, directly or indirectly, whether orally or in writing, that the transaction, the Prospective Purchaser or any product or service provided by the Prospective Purchaser or any of its affiliates has been approved or endorsed by TCF or (iii) use, or permit the use of, the name of TCF or any of its affiliates or any derivative thereof, including but not limited to any logos or trademarks, for any promotional purpose or any other activities, including in any marketing materials, publications, advertising or press releases.

4. **Reproduction and Return of Confidential Information.** Prospective Purchaser agrees not to reproduce or copy Confidential Information without TCF's prior written permission in each case, except as reasonably required to analyze and accomplish the transaction. Upon demand by TCF at any time, the Prospective Purchaser shall promptly return to TCF or destroy, at TCF's option, all tangible materials that disclose or embody Confidential Information and Prospective Purchaser will confirm to TCF the permanent deletion of all electronic copies.

5. **Notice of Required Disclosure.** If Prospective Purchaser is required to disclose TCF's Confidential Information pursuant to subpoena or a similar request or order of a court or administrative agency, Prospective Purchaser shall promptly, notify TCF of the order or request so that TCF may, in its discretion, seek protective orders.

6. **Governing Law.** This Agreement and all actions related to it shall be governed by the laws of Virginia excluding its choice of law principles.

7. **Injunctive Relief.** The parties acknowledge that it may be impossible to measure the damages that would be suffered by TCF if the Prospective Purchaser fails to comply with this Agreement and that in the event of any such failure, TCF may not have an adequate remedy at law. TCF shall, therefore, in the event of any breach of this Agreement be entitled in addition to any other rights and remedies to seek a court order granting immediate injunctive relief without having to post a bond. The Prospective Purchaser shall not urge, as a defense to any proceeding for such injunctive relief, that TCF has an adequate remedy at law.

8. **Use of Name.** Neither Party may use the name, logos, or trademarks of the other party in connection with any advertising, publicity materials or any other activities without the prior written consent of the other party.

9. **Assigns.** The rights and obligations herein shall bind the Parties, their legal representatives, successors and assigns.

10. **Duration.** This Agreement shall remain in full force and effect for a period of five (5) years from the Effective Date.

11. **Entire Agreement; Amendment.** This Agreement expresses the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings

pertaining to the subject matter hereof. Any modifications of or changes to this Agreement shall be in writing and signed by both Parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

Prospective Purchaser
pursuant to delegated authority

By: _____

Authorized Signatory

Its _____

Name: _____

Title: _____