

## CONFIDENTIALITY, NONDISCLOSURE AND ACCESS AGREEMENT

This CONFIDENTIALITY, NONDISCLOSURE AND ACCESS AGREEMENT (this “*Agreement*”) is entered into as of \_\_\_\_\_, 2025, between PH TIMBER LLC, a Delaware limited liability company, having an office at 3650 Mansell Road, Suite 495, Alpharetta, GA 30022 (“*Owner*”), and \* \_\_\_\_\_, a \_\_\_\_\_, having an office at \_\_\_\_\_ (“*Recipient*”). Owner and Recipient are sometimes referred to herein, individually, as a “*Party*” and, collectively, as the “*Parties*.”

### Background:

A. In connection with a potential transaction (the “*Potential Transaction*”) for the sale by Owner to Recipient of certain commercial timberlands located in Alabama and Mississippi (the “*Timberlands*”), Recipient has requested certain information from Owner.

B. The Parties wish to ensure that information disclosed by Owner with respect to the Potential Transaction remains confidential under the terms of this Agreement.

C. The Parties desire and intend that Recipient be granted certain rights to enter upon the Timberlands to conduct certain activities, subject to the terms and conditions of this Agreement.

### Agreement:

NOW, THEREFORE, in consideration of the covenants and conditions set forth in this Agreement, the Parties agree as follows:

#### 1. Definitions.

“*Confidential Information*” means all materials or information provided to Recipient, in any form of media, whether disclosed visually, orally, electronically or in writing, whether provided by Owner or its Representatives, with respect to Owner, Timberlands or the Potential Transaction, including, without limitation, (i) the existence of any discussions or negotiations between the Parties, (ii) any proposal of business terms, (iii) any due diligence materials or other materials provided in the course of the Parties’ discussions or the evaluation of the Potential Transaction, and (iv) any information or materials that Recipient or its Representatives learn, discover, develop or create as a consequence of Recipient’s entering into this Agreement, conducting the Inspections (as defined below) and/or performing the Potential Transaction. “*Confidential Information*” referred to in clauses (iii) and (iv) above shall not be deemed to include any such information that (a) Recipient can demonstrate was in its possession or in the possession of any of its Representatives prior to disclosure by Owner or Owner’s Representatives, (b) is or becomes generally known to the public other than as a result of a breach or default of this Agreement, or (c) is or becomes known to, Recipient through a source having the right to disclose such information to Recipient on a non-confidential basis.

“*Representatives*” means a Party’s principals, officers, employees, agents, attorneys,

accountants, advisors, consultants, representatives or any other person acting for or on behalf of such Party.

**2. Confidentiality Obligations.** Recipient shall not use Confidential Information for any purpose other than evaluating the Potential Transaction. Recipient shall receive and maintain in confidence all Confidential Information made available to it, directly or indirectly. Recipient shall keep confidential and not disclose to, discuss with or otherwise make available any Confidential Information, except to its Representatives who need to know such information for the purpose of evaluating the Potential Transaction, provided that Recipient has (i) advised such Representatives of the terms of this Agreement and the confidentiality of such Confidential Information, (ii) directed such Representatives to comply with the terms of this Agreement and maintain the confidentiality of such Confidential Information and (iii) taken and continues to take, at its sole expense, all reasonable measures (including but not limited to court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. If Recipient's Representatives take or omit to take any action that if taken or omitted to be taken by Recipient would constitute a breach of or default of this Agreement, then such act or omission by such Representative shall be deemed a breach of this Agreement by Recipient.

**3. Return of Confidential Information.** Immediately upon the Recipient's withdrawing from the Potential Transaction process or being informed by Owner or Owner's Representatives that it has been excluded from the Potential Transaction process, and, in any event, within seven (7) days after being requested by Owner or Owner's Representatives in writing to do so, the Recipient shall return all Confidential Information furnished to it and its Representatives by Owner or Owner's Representatives. The Recipient shall also destroy all written material, memoranda, notes, copies, excerpts and other writings or recordings whatsoever prepared by it or any of Recipient's Representatives containing any Confidential Information. Any Confidential Information that is not returned or destroyed, including without limitation, any oral Confidential Information, shall remain subject to the confidentiality obligations set forth in this Agreement.

**4. Compelled Disclosure.** If Recipient or any of its Representatives is requested or required by law, regulation, supervisory authority or other applicable judicial or governmental order to disclose any Confidential Information, Recipient shall provide Owner with prompt written notice of such request or requirement so that the Owner may seek an appropriate protective order. If, failing the entry of a protective order, Recipient is, in the reasonable opinion of Recipient's counsel, compelled to disclose Confidential Information, Recipient may disclose that portion of the Confidential Information that Recipient's counsel advises that Recipient is compelled to disclose and Recipient will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed. In any event, Recipient will not oppose action by the Owner to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

**5. Non-Solicitation.** The Recipient (including any affiliate of the Recipient who receives Confidential Information) agrees that, for a period commencing on the date of this Agreement and ending on the date that is eighteen (18) months from the date of this Agreement, it shall not solicit any individual who is an employee of the Owner or of any of the Owner's affiliates, and with

whom the Recipient comes in contact with as a result of Recipient's evaluation of the Potential Transaction or is identified specifically in connection with Recipient's evaluation the Potential Transaction (each, an "*Excluded Employee*"), to leave the Excluded Employee's employment with the Owner or of any of the Owner's affiliates or in any way interfere with the employment relationship between the Owner or any of the Owner's affiliates and the Excluded Employee except (i) as a result of the Excluded Employee responding to a bona fide public job advertisement that the Recipient can reasonably show is not specifically targeted at the Excluded Employee, or (ii) where the prior written consent of the Owner is obtained. Notwithstanding anything set forth in this Agreement to the contrary, this provision shall be of no further force of effect on the date of the earliest to occur of (a) eighteen (18) months from the date of this Agreement, or (b) the closing of the Potential Transaction.

6. **Access.** Until the earliest to occur of (i) August 25, 2025, (ii) the date that Owner or Owner's Representative notifies Recipient of the termination of its license set forth herein, or (iii) the entry of the Parties into a definitive agreement with respect to the Potential Transaction, Recipient and its Representatives shall, upon twenty-four (24) hours prior notice to Shane Boyer, Forest Resource Consultants, Inc., at [shane.boyer@frcemail.com](mailto:shane.boyer@frcemail.com), , have a non-exclusive, revocable license to enter upon the Timberlands at reasonable times during regular business hours for the purpose of performing certain physical non-invasive inspections on or concerning the Timberlands at Recipient's sole risk and expense (collectively, the "*Inspections*"), which Inspections and all related activities or events shall be limited and conducted as herein required. Owner shall have the opportunity to have one of its Representatives accompany Recipient and its Representatives on each such Inspection. Recipient agrees that, in exercising its right of entry hereunder, Recipient (i) shall comply with all of Owner's requirements (including the requirements of any of Owner's contractors performing work at the Timberlands) regarding entry upon the Timberlands, and (ii) will not, and will cause its Representatives to not, materially interrupt or materially interfere with the activities of Owner or other persons occupying or providing service at the Timberlands. Owner has the right to restrict access to certain portions of the Timberlands if the same are undergoing site preparation, harvesting, or other activities. All persons who enter upon the Timberlands shall do so at their own risk. At such time as the Inspections or any portion thereof are completed, or this Agreement is terminated, Recipient shall, at Recipient's sole cost and expense, remove any and all equipment and materials used by the Recipient or its Representatives in conducting the Inspections and upon completion of the Inspections or termination of this Agreement, shall, to the extent of damage caused by Recipient or its Representatives, promptly restore the Timberlands to substantially the condition existing prior to the Inspections.

7. **Insurance.** Prior to such time as Recipient or its Representatives enter the Timberlands, Recipient or its Representatives that are entering the Timberlands shall obtain and maintain commercial general liability insurance with an insurance company licensed in Mississippi or Alabama, as applicable, on an "occurrence" basis, covering Recipient and its Representatives' activities on or about the Timberlands against claims for bodily injury, personal injury, property damage and death, with a combined single limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) per occurrence and in aggregate, and employer's liability in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) (each accident) and the statutory limit with respect to workers compensation. Each commercial general liability policy shall be endorsed to

Owner. All referenced policies shall be endorsed to provide a waiver of subrogation with respect to Owner. Owner shall be named on any and all such policies as either a named insured or an additional insured, and shall provide certificates to Owner evidencing same.

8. **Liens; Indemnity.** Recipient shall keep the Timberlands free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Recipient with respect to any of the Inspections. If any such lien shall at any time be threatened or filed, Recipient shall cause the same to be discharged of record within five (5) days after knowledge by Recipient thereof by satisfying the same or, if Recipient in its reasonable discretion and good faith determines that such liens should be contested, by obtaining a bond reasonably satisfactory to Owner. Failure by Recipient to discharge such lien or obtain such bond within the five (5) day period shall be a material breach of this Agreement and shall entitle Owner, at its option and in addition to any other remedy Owner may have at law, in equity or by contract, immediately to declare this Agreement to be terminated. Recipient agrees to indemnify, defend and hold Owner and Owner's shareholders, directors, officers, members, principals, tenants, agents, contractors and employees and the Timberlands free and harmless from any loss, injury, damage, claim, lien, liability, cost or expense (including attorneys' fees and costs) arising out of or in connection with each and all of (i) Recipient's breach of this Agreement, or (ii) any entry, inspection or activity performed by Recipient or its Representatives. The provisions of this Section 8 shall survive any termination of this Agreement.

9. **Remedies.** Recipient acknowledges that its breach of the provisions of this Agreement may cause irreparable harm to Owner, and that remedies at law may be inadequate. Therefore, and, without prejudice to any other rights and remedies otherwise available to Owner, Recipient agrees that Owner may seek specific performance and injunctive relief or other equitable relief as a remedy for any such breach. The foregoing remedies shall not be exclusive but shall be in addition to all other remedies available at law or in equity to Owner. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that this Agreement has been breached by Recipient or its Representatives, then Recipient will reimburse Owner for the costs and expenses (including, without limitation, legal fees and expenses) incurred by Owner in connection with all such litigation.

10. **As-Is.** The Confidential Information is being disclosed on an "as is, where is" basis, and Owner makes no representations or warranties, express or implied, regarding the quality, quantity, value, condition, completeness or accuracy of the Confidential Information. Recipient agrees that none of the Owner, the Owner's Representatives, or any of their respective owners, affiliates, advisors, consultants or representatives shall have any liability to Recipient or any of Recipient's Representatives with respect to the Confidential Information or its accuracy or completeness.

11. **Publicity.** Recipient shall not disclose this Agreement or the identity of Owner to any third party. Recipient shall not use or disclose Owner's logos or trademarks for any reason.

12. **No Grant of Rights.** All Confidential Information disclosed by Owner and Owner's Representatives shall be and shall remain the sole and exclusive property of Owner. This Agreement does not and shall not be construed to grant any rights, expressed or implied, to Recipient under any Confidential Information or other intellectual property of Owner.

**13. No Obligation.** The Parties expressly acknowledge and agree that this Agreement does not create any obligation whatsoever on Owner to provide any Confidential Information to Recipient, continue negotiations with Recipient or engage Recipient with respect to the Potential Transaction.

**14. Term.** This Agreement shall be effective for a period of two (2) years following the date of this Agreement.

**15. Authority.** Each Party to this Agreement, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such Party.

**16. Miscellaneous.** This Agreement sets forth the entire agreement between the Parties as of the date of this Agreement with respect to the Confidential Information, and supersedes all prior agreements and understandings (oral and written) between the Parties. This Agreement shall not be amended, modified, superseded or terminated, and no obligation of a Party shall be waived, except by written instrument signed by the Parties. The provisions contained in this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors, provided that Recipient shall not assign (by operation of law or otherwise) this Agreement without the prior written consent of Owner. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any principles regarding conflict of laws thereof. Recipient consents to jurisdiction in, and agrees that venue for any action to enforce the provisions of this Agreement shall be properly laid in, any federal or state court located in Georgia and further consents to the personal jurisdiction of such courts. The Parties hereby agree that service of process may be made in any manner permitted by the rules of such courts and the laws of the State of Georgia. If any provision of this Agreement is held to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its remaining terms. This Agreement may be executed in counterparts, each of which will be deemed to constitute the same agreement. This Agreement may be executed and delivered by email of a scanned image of the original to the address set forth on the signature page. A scanned, emailed image shall have the same legal effect as an original signature. Further, the Parties agree that signatures by DocuSign, Sign-n-Send or other similar electronic signing software will be deemed to be originals.

[signatures commence on following page]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date first written above.

**PH TIMBER LLC**, a Delaware limited liability company

By: AgVictus Capital Management, LLC, its Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

[signatures continue on following page]

**[\*RECIPIENT]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

[end of signatures]



### **Interactive Property Dashboard Request and Disclosure**

Upon execution of the non-disclosure agreement (NDA), Forest Resource Consultants is providing buyers, who opt-in, the opportunity to access to a detailed interactive dashboard populated with Choctaw Timberlands property and stand-level attribute data. While the information presented in the dashboard is believed to be accurate and substantially correct, neither the Seller, FRC Land Company, nor Forest Resource Consultants assumes or accepts liability for accuracy of the data presented. The property is being offered AS IS, WHERE IS based on the Purchaser's own evaluation and knowledge.

If you are interested in setting up login credentials for the interactive dashboard, please sign and date signifying that you accept the terms and conditions as outlined above. Return this dashboard request form along with the offering CA to Brian Stone at [brian.stone@frcemail.com](mailto:brian.stone@frcemail.com). Access to the dashboard will be provided when the data room opens on Thursday, July 10, 2025.

### **CONFIRMED AND AGREED:**

\_\_\_\_\_  
[Entity Name]

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Email Address: \_\_\_\_\_