

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “Agreement”), is made and entered into as of the ____ day of _____ 2025 between _____ Company, (“Buyer”), whose address is _____ and Larson McGowin Properties, LLC an Alabama LLC, whose address is 500 Office Park, Suite 430 Birmingham, AL 35223 (“Broker”) acting as a the Listing Broker for the party owning the Property, as defined below as (“Seller”) and Buyer.

BACKGROUND:

A. Nash Farris Properties, LLC, Ogden Louisiana Properties, LLC and Justin Parsonnet, Guardian and Conservator of Sue S. Parsonnet in Cause No. 24-CV-400-CB In the Chancery Court of Hancock County, Mississippi styled “In the Matter of the Guardianship and Conservatorship of Sue S. Parsonnet (collectively “**Seller**”), Seller owns approximately 5,574 equivalent net acres of property in St. Tammany and Washington Parish, LA commonly known as the Nash Timberlands.

B. Seller, acting through Broker, has agreed to discuss with Buyer the possibility of a transaction for Buyer’s purchase of all or a portion of the Property by Buyer (the “Transaction”).

C. Buyer understands and agrees that any disclosure of Seller’s dealings with Buyer and any unauthorized release of confidential information provided by Seller/ Weyerhaeuser Forest Holdings LLC, Weyerhaeuser NR Company (“Weyerhaeuser”) for Buyer’s analysis of the Transaction prior to Seller’s written consent thereto will cause Seller irreparable harm.

NOW, THEREFORE, the premises considered and recognizing Seller’s absolute right to confidentiality concerning Seller’s dealings with Buyer, Buyer agrees as follows:

1. This Agreement shall be binding upon Buyer, its representatives (which term shall include its members, officers, directors, employees, agents, potential investors and advisors), and any entity directly or indirectly controlled, or under common control, by or with Buyer.

2. As a condition to being furnished information concerning Seller or the Property, Buyer agrees to treat any information (hereinafter referred to as “Evaluation Material”) concerning Seller/Weyerhaeuser, or the Property that is furnished by Seller/Weyerhaeuser, or Broker to Buyer or its representatives in accordance with the provisions of this Agreement, as confidential and to take or abstain from taking certain other actions as set forth herein.

3. “Confidential “Information”” means all Evaluation Materials in addition to any documents, memoranda, notes and other written material prepared by Buyer, or its representatives based upon or incorporating any of the Evaluation Materials, in whatever form created or embodied. The term “Confidential Information” does not include Evaluation Materials that (i) are or become generally available to the public other than as a result of a disclosure by Buyer or Buyer’s representatives; (ii) become available to Buyer on a non-confidential basis from a source not known by Buyer to be subject to an obligation of confidentiality to Seller/ Weyerhaeuser; or (iii) were known to Buyer on a non-confidential basis prior to their disclosure to Buyer.

4. Without the prior written consent of Broker but subject to Section 10, Buyer will not, and will direct its representatives to not, disclose to any persons either the fact that discussions or negotiations are taking place concerning a possible transaction between Buyer and Seller or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

5. Buyer shall preserve and maintain as confidential and secret all Confidential Information and shall not divulge any of the Confidential Information to any person for any reason, except as provided in Sections 6 and 10 below.

6. Subject to Section 10 below, Buyer agrees that any Evaluation Material furnished by Seller/Weyerhaeuser or Broker will (i) be used by Buyer and its representatives solely for the purpose of evaluating the possible transaction with Seller, (ii) not be used in any way detrimental to Seller or Weyerhaeuser, (iii) will be kept confidential by Buyer and its representatives, and (iv) will be provided only to those representatives of Buyer who need to know the information for the purpose of evaluating the possible Transaction. Buyer shall inform each of its representatives of the confidential nature of all such Evaluation Information submitted to it and such parties shall be directed by Buyer to treat such information as confidential. Buyer is responsible and legally liable for any breach of this Agreement by any of its representatives.

7. Buyer acknowledges neither Seller nor Weyerhaeuser make representation or warranty with respect to the accuracy of the Evaluation Material provided to Buyer. Any representations or warranties by Seller to Buyer shall be set forth in the definitive agreement for the Transaction, if a definitive agreement is ultimately executed by the parties (the "Definitive Agreement") Either Seller or Buyer may discontinue discussions of the possible Transaction at any time.

8. Buyer agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement by Buyer or any of its representatives, and Seller shall be entitled to equitable relief, including injunction and specific performance, in the event of any event of any breach of this Agreement, in addition to all other remedies available at law or in equity. Buyer

agrees not to oppose the granting of such relief, and to waive, and to cause its representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy.

9. At the request of Broker, or if the parties do not proceed with finalizing a transaction within a reasonable time, Buyer and its representatives shall promptly redeliver to Broker all of the written Evaluation Material of Seller and Weyerhaeuser and any other written material containing or reflecting any information in the Evaluation Material and will not retain any copies, extracts or other reproductions. Also, all documents, memoranda, notes, and other written material prepared by Buyer or its representatives based on the information in Seller's and Weyerhaeuser's Evaluation Material shall be destroyed, and upon request such destruction shall be certified in writing to Broker by an authorized officer supervising such destruction. Notwithstanding the foregoing, Buyer and Buyer's representatives may retain a copy of any Evaluation Material consistent with Buyer or Buyer's representatives' document retention policies, provided that such Evaluation Material shall remain subject to the terms of this Agreement.

10. If Buyer is legally compelled to disclose of the Confidential Information, Buyer shall provide prompt notice of such duty to Broker at the address in the preamble paragraph of this Agreement so as to permit Seller to attempt to obtain protective orders prohibiting or limiting such disclosure. If Seller does not timely obtain such protective orders, Buyer may furnish any portion of the Confidential Information that Buyer is advised by counsel that Buyer is legally required to disclose.

11. Except as to a different term as to the obligations to Weyerhaeuser set forth in the Definitive Agreement, this Agreement will expire on the earlier of the date Seller conveys all of the Property to a third party (ie, a party other than Buyer) or Two (2) years from the date hereof.

12. This Agreement shall be construed under Alabama law. If any action is brought under or in connection with this Agreement, the parties consent to the exclusive jurisdiction of the Alabama state courts in Jefferson County, Alabama or, if federal jurisdiction exists, the Federal District Court for the Northern District of Alabama sitting in Jefferson County, Alabama.

13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall comply with all requirements of Larson & McGowin Properties and Weyerhaeuser.

14. If Buyer or Buyer's Representatives desire to access any of the subject Tracts you shall only do so at reasonable times and upon prior written notice to Larson & McGowin Properties. If you or your Representatives access the subject Tracts, you understand and acknowledge that while on the property, you assume all liability and shall indemnify the Seller, and the Seller's Representatives, and their respective agents from and against all claims, demands, liabilities, damages, costs, expenses (including, but not limited to, reasonable attorneys' and accountants' fees, court costs, and expert witnesses' fees) or causes of action, of every kind, nature and description relating to you or your Representatives' access to, inspection of or presence on the property, except to the extent arising from the gross negligence or intentional misconduct of the Seller, or the Seller's Representatives.

15. Any conflict between this agreement and the proposed or final Definitive Agreement as to Weyerhaeuser shall be governed by the final Definitive Agreement, if one exists or the proposed Definitive Agreement provided by Seller.

16. Weyerhaeuser and Seller are express intended beneficiaries of this Agreement even though not executing the same as parties. They have all rights of enforcement and rights to seek remedies for a breach as if each had signed the Agreement as a party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed by their duly authorized representatives.

BUYER:

By: _____
Name: _____
Title: _____

BROKER:

Larson & McGowin Properties, LLC

By: _____
Name: _____
Title: _____

