

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement"), is made and entered into as of the ___ day of _____ 2025 by _____, a _____, [insert state of organization and type of entity] ("Buyer"), whose address is _____ and Larson McGowin Properties, LLC an Alabama limited liability company, whose address is 500 Office Park, Suite 430 Birmingham, AL 35223 ("Broker") acting as a broker for GM&O Timberlands ("Seller").

BACKGROUND:

A. Seller owns approximately 6,956+- acres (according to GIS) of property in Mobile County, Alabama known as Gee-Mo Timberlands (the "Property").

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 for Buyer's analysis of the Transaction prior to Seller's written consent thereto will cause Seller irreparable harm.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and recognizing Seller's absolute right to confidentiality of the Evaluation Material (defined below) and 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 or the Property that is furnished by Seller 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 and 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; 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 any of the Confidential Information or 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 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, (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 that Seller makes no 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. 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 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 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 prior written notice of such disclosure 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. If you or your 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.

12. 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.

13. 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 Mobile County, Alabama or, if federal jurisdiction exists, the Federal District Court for the Southern District of Alabama sitting in Mobile County, Alabama.

14. 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.

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, as Broker

By: _____
Name: _____
Title: _____

