

NONDISCLOSURE AND RIGHT OF ENTRY AGREEMENT

This NONDISCLOSURE AND RIGHT OF ENTRY AGREEMENT (the “Agreement”) is made between WEYERHAEUSER FOREST HOLDINGS, INC., a Delaware corporation, on its own behalf and on behalf of its parent, subsidiaries and affiliates (collectively, “Weyerhaeuser”), having an office and place of business at 220 Occidental Avenue South, Seattle, Washington 98104, and _____, a _____, (“Recipient”), having an office and place of business at _____, and shall be effective as of the date of the last signature below (the “Effective Date”). Weyerhaeuser and Recipient are sometimes hereinafter referred to collectively as the “Parties” and individually as a “Party”.

BACKGROUND

A. Weyerhaeuser is prepared to provide Recipient with certain confidential information concerning real property situated in Albemarle, Amherst, Appomattox, Bedford, Buckingham, Campbell, Charlotte, Cumberland, Franklin, Halifax, Nelson, and Pittsylvania Counties in the State of Virginia (the “Property”), as well as access to the same, for the sole purpose of Recipient analyzing and investigating the Property for a potential purchase (the “Potential Transaction”).

B. As a condition to Weyerhaeuser granting access to the Property and providing confidential information in connection with the Property to Recipient and its directors, officers, employees, agents, attorneys, accountants, brokers, consultants, advisors, and lenders, investors, or other sources of financing (collectively, the “Representatives”), Recipient and its Representatives agree to strictly treat confidentially all such information and materials and to access and conduct diligence activities on the Property in accordance with the terms of this Agreement.

In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Defining Information. As used in this Agreement, “Information” means: (a) any information and materials disclosed to Recipient and/or Recipient’s Representatives, in any form and by any method, by Weyerhaeuser and/or Weyerhaeuser’s Representatives, relating to the Property or Potential Transaction; and (b) any and all communications, analyses, compilations, forecasts, studies, tests, reports, and/or other documents or information, in any form and by any method, prepared, created, discovered, or learned by Recipient and/or Recipient’s Representatives that contain or otherwise reflect such information or materials or Recipient’s and/or Recipient’s Representatives’ review of, interest in, or assessment of the Property, the Potential Transaction, or any purchase and sale of a portion of the Property. Information may be contained in tangible materials, such as drawings, documents, and reports, or may be unwritten information, recordings, visual communications, oral communications or electronic communications. Information includes,

without limitation, any and all harvest data, stand information, shape files, and maps related to the Property or the Potential Transaction. Information shall not include any information or materials which (i) is or becomes generally available or known to the public other than as a result of a disclosure by Recipient or Recipient's Representatives; (ii) is or becomes available to Recipient or Recipient's Representatives on a non-confidential basis from a source (other than Weyerhaeuser or one of Weyerhaeuser's Representatives) that was determined, after reasonable inquiry by Recipient or Recipient's Representatives, as applicable, to not be subject to an obligation of confidentiality to Weyerhaeuser; or (c) Recipient can demonstrate was known to Recipient or Recipient's Representatives on a non-confidential basis prior to its disclosure to Recipient and/or Recipient's Representatives by Weyerhaeuser or one of Weyerhaeuser's Representatives.

2. Confidentiality. Recipient shall use the Information solely in connection with analyzing and investigating the Property for the Potential Transaction and for no other purpose. The Information will be kept strictly confidential and will not directly or indirectly, without Weyerhaeuser's prior written consent, except as otherwise provided herein, be disclosed by Recipient to any other person or entity except to Recipient's Representatives who need to know such information solely for the purpose of analyzing and investigating the Property for the Potential Transaction, provided that Recipient has (a) advised such Representatives of the terms of this Agreement and the confidentiality of such Information, (b) directed such Representatives to comply with the terms of this Agreement and maintain the confidentiality of such Information, and (c) taken and continues to take, at Recipient's sole expense, all reasonable measures (including but not limited to court proceedings) to restrain Recipient's Representatives from prohibited or unauthorized disclosure or use of the 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. Recipient shall not and shall not attempt to reverse engineer, decompile or disassemble any of the Information or otherwise attempt to derive the underlying ideas, algorithms, structure, mechanisms, organization or source code thereof.

3. No Obligation. Nothing in this Agreement shall obligate Weyerhaeuser to deliver any Information to Recipient or to any of Recipient's Representatives, continue negotiations with Recipient, or engage Recipient with respect to the Potential Transaction. Weyerhaeuser reserves the right, in its sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with Recipient with respect to the Potential Transaction at any time.

4. Information Availability. Without the prior written consent of Weyerhaeuser, Recipient shall not disclose to any person (a) the fact that the Information has been made available to or by it, (b) that Recipient has inspected any portion of the Information, (c) the existence of this Agreement, (d) that any discussions concerning the Property or the Potential Transaction are taking, or may take, place between the Parties, (e) any proposed business terms related to the Potential Transaction, or (f) the identity of Weyerhaeuser. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any individual natural person or any legal entity, including but not limited to, any corporation, limited liability company, limited or general partnership, business trust or other such entity.

5. Compelled Disclosure. Recipient will advise Weyerhaeuser immediately upon

becoming aware that Recipient or any of Recipient's Representatives is requested, threatened or required by law, regulation, supervisory authority, or other applicable judicial or governmental order, whether by subpoena or other legal compulsion, to disclose any of the Information. Recipient shall cooperate, as Weyerhaeuser may reasonably request, in obtaining an appropriate protective order or otherwise resisting any such request, threat, or requirement. If, failing the entry of a protective order, Recipient is, in the reasonable opinion of Recipient's legal counsel, legally compelled to make such disclosure, Recipient shall furnish only that portion of the Information that Recipient is advised by Recipient's legal counsel that Recipient is legally required to disclose and, if Weyerhaeuser requests, Recipient shall reasonably cooperate with Weyerhaeuser to obtain a protective order or other reliable assurance that confidential treatment will be afforded the Information. If this Section is complied with by Recipient, such legally compelled disclosure shall not be a breach of the confidentiality requirements of this Agreement.

6. Property Rights. The Information provided by Weyerhaeuser and Weyerhaeuser's Representatives to Recipient and/or Recipient's Representatives will remain the exclusive property of Weyerhaeuser, which shall retain all existing and future common law, statutory and other rights to the Information, including all prosecution and ownership rights to patents, copyrights, trademarks, trade secrets associated therewith and all prosecution and ownership rights to any improvements, derivatives, alternate embodiments, whether conceptual or otherwise, related to the Information. Weyerhaeuser's disclosure of the Information will not constitute an express or implied grant to Recipient of any rights to or under any Information or Weyerhaeuser's patents, patent applications, copyrights, trade secrets, trademarks or other intellectual property rights. This Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in any of the Information disclosed by Weyerhaeuser to Recipient. Recipient may not sell or transfer any portion of the Information to any third party or use the Information in any manner to produce, market or support its own products or services. Recipient shall not use or disclose Weyerhaeuser's logos or trademarks for any reason.

7. Destruction of Information. Within seven (7) days after being requested by Weyerhaeuser in writing to do so, Recipient and Recipient's Representatives shall destroy Information in tangible form and all copies and/or recordings of such Information without retaining any copies of such Information or any memoranda, excerpts, notes and/or other writings prepared by Recipient or Recipient's Representatives with respect to such Information and will confirm such destruction in writing at the request of Weyerhaeuser. Notwithstanding the foregoing, it is agreed by the Parties that Recipient and Recipient's Representatives may retain one copy of such Information (i) to comply with applicable laws, rules and regulations, and (ii) contained in back-up computer records or other electronic archives for the period such records are normally archived in accordance with Recipient's and/or Recipient's Representatives written records retention policies as consistently applied; provided, however, that all Information so retained is held in strict confidence in accordance with the obligations of this Agreement.

8. Material Non-Public Information. Recipient expressly acknowledges that Recipient is aware of and will comply with, and Recipient will advise Recipient's Representatives who are informed of the matters that are the subject of this Agreement of, all United States and other applicable securities laws as they prohibit any person who has received from the issuer of such securities material, nonpublic information concerning the matters that are the subject of this

Agreement from purchasing or selling securities of such issuer or from communicating such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

9. No Warranty. Recipient expressly acknowledges that the Information is being disclosed on an “AS IS,” “WHERE IS,” “WITH ALL FAULTS” basis, and that neither Weyerhaeuser nor any of Weyerhaeuser’s Representatives make any representation or warranty, express or implied, as to quality, quantity, value, condition, accuracy or completeness of the Information. Neither Weyerhaeuser nor Weyerhaeuser’s Representatives shall have any liability to Recipient or Recipient’s Representatives resulting from use of the Information.

10. Confidentiality Term. Recipient’s confidentiality obligations under this Agreement shall commence on the Effective Date and shall expire on the date that is two (2) years after the Effective Date.

11. Access to the Property. Subject to the terms of this Agreement, Weyerhaeuser grants to Recipient a temporary, revocable, personal, non-exclusive license (the “License”) to enter the Property for the sole purpose of allowing Recipient, at Recipient’s sole cost, to perform due diligence in connection with the Potential Transaction. The grant of the License does not confer upon Recipient any right, title, easement or estate in the Property, and Recipient is estopped from claiming any such right, title, estate or easement in the Property as a result of this Agreement and the License. Recipient shall comply with the following terms, without limitation:

- a. *License Term.* The term of the License shall commence on the Effective Date and shall immediately terminate upon the earlier of: (i) October 31, 2025; (ii) the termination of Weyerhaeuser or Recipient’s negotiations concerning the Potential Transaction; or (iii) the termination by Weyerhaeuser, at its sole discretion, for no reason or as a result of the violation of any condition hereof, upon notice to Recipient (the “License Term”).
- b. *ASSUMPTION OF RISK.* RECIPIENT ACCEPTS THE PROPERTY IN AN “AS IS,” “WHERE IS,” “WITH ALL FAULTS” CONDITION. RECIPIENT ACKNOWLEDGES AND AGREES, ON BEHALF OF ITSELF AND RECIPIENT’S REPRESENTATIVES, THAT (I) THERE MAY BE HIDDEN HAZARDS ON THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, HOLES, FENCE WIRE, SNAKES AND OTHER DANGEROUS ANIMALS, WELLS, FALLING TREES, POISONOUS PLANTS, UNAUTHORIZED PERSONS AND OTHER RISKS THAT MAY CAUSE DAMAGE, INJURY OR DEATH; (II) THAT THE PROPERTY AND ACCESS ROUTES ARE MAINTAINED, IF AT ALL, FOR INDUSTRIAL AND TIMBER OPERATIONS AND ONLY TO THE STANDARDS REQUIRED FOR SUCH USE; (III) NEITHER WEYERHAEUSER NOR ANY WEYERHAEUSER REPRESENTATIVES MAKE ANY (AND HEREBY DISCLAIM ANY) REPRESENTATION, WARRANTY, COMMITMENT, AGREEMENT OR GUARANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRESENT OR FUTURE CONDITION OF THE PROPERTY, THE

SAFETY OR SECURITY OF THE PROPERTY, THE PROPERTY'S ACCESS ROUTES, OR ANY OTHER FACTOR AFFECTING RECIPIENT'S OR RECIPIENT'S REPRESENTATIVE'S RISKS; AND (IV) RECIPIENT AND RECIPIENT'S REPRESENTATIVES ACCEPT AND ASSUME, ALL SUCH RISKS RELATING TO THE PHYSICAL CONDITION, SAFETY AND SECURITY OF THE PROPERTY AND ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE TO ITSELF AND RECIPIENT'S REPRESENTATIVES. RECIPIENT WAIVES AND HEREBY DISCLAIMS, ON BEHALF OF ITSELF AND RECIPIENT'S REPRESENTATIVES, WEYERHAEUSER AND WEYERHAEUSER'S REPRESENTATIVES FROM ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES RELATING TO THE CONDITION OF THE PROPERTY AND ALL OF THE FOREGOING MATTERS MENTIONED IN THIS SUBSECTION. THE PROVISIONS OF THIS SUBSECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE LICENSE AND THIS AGREEMENT.

- c. *Notice & Keys for Access.* Recipient shall notify Chris Manus, AFM Real Estate, at chris.manus@afmforest.com, or by telephone at (704) 301-0255, at least one (1) business day prior to any visit to the Property, including in such notice Recipient's intended access routes and methods. Weyerhaeuser or its authorized agents shall have sole discretion to approve or deny access for the requested time or by the requested route or method. Weyerhaeuser will have the right to have a Representative of Weyerhaeuser accompany Recipient while Recipient is on the Property. Recipient agrees to keep all gates in all fences on the Property properly closed (and locked, if locked by Weyerhaeuser) after using such gates, except when actually passing through the same.
- d. *Compliance with Law.* Recipient shall at all times comply with all federal, state and local laws, regulations, and codes governing or pertaining to its activities on the Property, as well as all of Weyerhaeuser's rules and regulations, and the persons or entities performing any tests and investigations on the Property shall be properly licensed and qualified and shall have obtained all required permits for such tests and investigations.
- e. *Conduct.*
 - i. Recipient shall not (a) cut or remove any timber, underbrush or vegetation from the Property, or (b) disturb any wetland or land subject to any ordinance in respect of environmentally sensitive land adopted by any applicable governmental authority.
 - ii. Recipient agrees to make every reasonable effort and to take every precaution to (a) prevent and avoid damage to the Property and any adjacent property, including Weyerhaeuser's and any adjacent landowners' improvements, timber of all ages, soil, and water, (b) avoid interference to Weyerhaeuser's use of the Property, and (c) maintain the Property in a safe

and clean manner.

- iii. Recipient shall at all times (a) prevent and suppress fires resulting from its operations on the Property; and (b) keep roads, fences, ditches, streams, firebreaks, property lines and utility lines on the Property free of debris.
 - iv. Recipient shall use existing roads wherever possible, and in no event shall Recipient construct any improvement or new or temporary road, bulldoze any existing road below its existing grade or construct any new landing without the prior approval of Weyerhaeuser.
 - v. Recipient shall not, without Weyerhaeuser's prior written consent, contact any tenant, employee, contractor, governmental authority, lender, servicer, investor, ground lessor, or any other party having an interest in the Property.
- f. *Suspension.* Weyerhaeuser shall at all times have the right, in its sole discretion, to halt temporarily Recipient's activities hereunder if conditions are such that continuing to conduct such activities would cause or may cause unreasonable damage to roads, soil, or timber on the Property, or if necessary to prevent hazard to humans, animals, aquatic life or the environment, as determined by Weyerhaeuser in its sole and absolute discretion. Weyerhaeuser shall notify Recipient of any such suspension of operations by any practical means under the circumstances, including by telephone.
- g. *No Liens.* Recipient shall keep the Property free from liens and encumbrances arising in any manner out of the activities of Recipient. If any such lien or encumbrance is filed against the Property, Recipient shall, within ten (10) days after Recipient first receives notice or obtains knowledge of the filing of such lien or encumbrance, cause the same to be bonded over or released of record. If Recipient fails to timely cause any such lien or encumbrance to timely be bonded over or released of record, Weyerhaeuser shall have the right to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or encumbrance, and all such sums paid and expenses incurred by Weyerhaeuser, including, without limitation, reasonable attorneys' fees and expenses, shall be payable by Recipient to Weyerhaeuser within five (5) days after Weyerhaeuser's demand. The provisions of this subsection shall survive the expiration or earlier termination of the License and this Agreement.
- h. *No Invasive Testing.* Testing shall be limited to what is typically required for a Phase I Environmental Site Assessment and other non-invasive property inspections. No Phase II Environmental Site Assessment, drilling, boring, wetlands soils analysis, plant surveys or archeological surveys, including any intrusive or invasive inspections or testing, are allowed on the Property without Weyerhaeuser's prior written consent, to be granted or denied at Weyerhaeuser's sole discretion.

- i. *Restoration.* Upon completion of its activities as described herein, Recipient agrees to, at Recipient's sole cost and expense, remove all of Recipient's equipment, improvements, fixtures, structures, goods and materials from the Property, and repair and restore the Property (including any buildings or structures on the Property and existing public and private utilities) as nearly as possible to the condition that existed as of the Effective Date. In all events, Recipient shall promptly repair, at Recipient's sole cost and expense, all damage to the Property or any adjacent property caused by or arising out of the activities described herein. Any such equipment, improvements, fixtures, structures, goods and materials of Recipient remaining on the Property more than thirty (30) days after expiration or earlier termination of the License shall be considered abandoned and, at the election of Weyerhaeuser, shall become the property of Weyerhaeuser. Recipient shall promptly reimburse Weyerhaeuser for any reasonable expenses incurred by Weyerhaeuser in restoring the Property and repairing any damage to the Property or any adjacent property. The provisions of this subsection shall survive the expiration or earlier termination of the License and this Agreement.
- j. *Indemnification.* Recipient shall be liable for any loss related to its or Recipient's Representative's activities described herein. Recipient will assume all risk and indemnify and hold harmless, and at its expense, defend Weyerhaeuser, together with its Representatives, from and against any claims, losses, costs, demands, legal actions, liabilities, and expenses of any kind (including attorneys' fees and other professional fees) on account of personal injury to or death of any persons whomsoever, including but not limited to employees of Weyerhaeuser or its Representatives, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Weyerhaeuser or its Representatives, resulting (i) partly or wholly, directly or indirectly, from Recipient's and/or Recipient's Representative's exercise of the rights herein granted (including any claim or liability arising from damage to any adjoining landowner's property), excepting only such claims, cost, damage, injury or expense which may be caused by the gross negligence of Weyerhaeuser or its Representatives, and/or (ii) from any breach of this Agreement by Recipient. As to any claim made by Weyerhaeuser hereunder, Recipient expressly waives any limitation of liability or immunity from suit with respect to injuries to employees of Recipient which may be extended to Recipient under any applicable workers' compensation statute, or similar law or judicial decision. The provisions of this subsection shall survive the expiration or earlier termination of the License and this Agreement.
- k. *Insurance.* Recipient shall obtain and maintain at its own cost during the License Term, policies of commercial general liability and workers' compensation insurance, issued in a form and by an insurance company acceptable to Weyerhaeuser with a Best's Key Rating Guide of A-VIII (financial class). The policies shall include an endorsement which shall name Weyerhaeuser and Representatives, and their respective officers, directors and employees, as additional insureds on a primary basis for the duration of the License Term. Minimum coverage requirements shall be as follows:

- i. Commercial General Liability Insurance to include minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate Combined Single Limit Bodily Injury, Death and Property Damage. Extension of coverage to include Comprehensive Form, Premises and Operations, Contractual Liability, Products and Completed Operations, Independent Contractors, Personal Injury, Broad Form Property Damage, Cross Liability, and Pollution arising out of heat, smoke or fumes from a Hostile Fire. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse, or Underground).
 - ii. Workers' Compensation insurance as required by the state in which Property is located and in the amounts required by applicable statute.
 - iii. Comprehensive Automobile Liability with minimum limits of \$1,000,000 per occurrence Combined Single Limit Bodily Injury, Death and Property Damage. Coverage must apply to either (1) "Any Auto" or (2) "Scheduled" or "Owned Autos" plus "Hired" and "Nonowned Autos". If Scheduled Autos are indicated, a schedule of covered vehicles must also be provided. If not Combined Single Limit coverage, each coverage must be at the minimum limit amount.
 - iv. Recipient shall deliver to Weyerhaeuser certificate(s) of insurance evidencing the above required insurance. Lapse of or cancellation of insurance, however caused, during the License Term shall be deemed an event of default under this Agreement. In the event of lapse or cancellation of any required insurance it is hereafter the specific responsibility of Recipient to immediately notify Weyerhaeuser and to immediately reinstate the lapsed or cancelled insurance or to purchase replacement insurance that meets the requirements of this Agreement. If Recipient purchases replacement insurance, Recipient must immediately deliver to Weyerhaeuser updated certificate(s) of insurance.
 - v. All insurance policies maintained by Recipient hereunder shall be primary to any insurance available to Weyerhaeuser and shall contain a waiver of subrogation against Weyerhaeuser and its respective insurers.
 - vi. If Recipient retains the services of any contractor, Recipient shall cause each contractor to maintain insurance coverages and limits of liability of the same type and the same amount as are required of Recipient under this Agreement. Recipient shall obtain, prior to the commencement of the contractor's services, the required certificates of insurance and additional insured endorsements, if requested by Weyerhaeuser.
- l. Recipient's Representatives. Recipient's rights related to the use of the License may be utilized by Recipient's Representatives, but only in strict accordance with

the terms of the License and this Agreement, and further no such parties shall have any rights, nor shall Weyerhaeuser have any obligations to Recipient's Representatives, under or as a result of the License. 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 or the License, then such act or omission by such Representative shall be deemed a breach of this Agreement by Recipient.

12. Breach and Remedies. Recipient expressly agrees that it will be responsible for, and bound by, the actions of any of Recipient's Representatives as it relates to compliance with the terms and conditions of this Agreement. Recipient furthermore agrees that any breach of any provision of this Agreement by Recipient's Representatives will constitute a breach of this Agreement by Recipient and Recipient and Recipient's Representatives shall be jointly and severally liable for any breach of this Agreement. It is understood and agreed that a breach of this Agreement by Recipient or Recipient's Representatives may cause irreparable harm to Weyerhaeuser and that money damages may not be a sufficient remedy for any breach of this Agreement. Therefore, and, without prejudice to any other remedies available to Weyerhaeuser, Recipient agrees that Weyerhaeuser shall be entitled to specific performance and injunctive relief as remedies for any such breach. Recipient hereby waives any requirement for the securing or posting of any bond in connection with any such remedy. Such remedies shall not be deemed to be the exclusive remedies for any breach of this Agreement, but shall be in addition to all other remedies available at law or in equity. If any suit or action arising out of or related to this Agreement is brought by either Party, the substantially prevailing Party shall be entitled to recover the reasonable costs and attorneys' fees incurred by such Party.

13. No Waiver. Recipient further understands and agrees that no failure or delay by Weyerhaeuser in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

14. Communication. Until the earliest of (a) Weyerhaeuser's disposition of the Property and (b) two (2) years from the Effective Date, Recipient agrees not to initiate or maintain contact (except for those contacts made in the ordinary course of business) with any officer, director or employee of Weyerhaeuser or its subsidiaries regarding their respective businesses, operations, prospects or finances, except with the express written permission of Weyerhaeuser; provided, however, that Weyerhaeuser will arrange for appropriate contacts for due diligence purposes in connection with the Potential Transaction. Recipient further agrees that (i) all communications regarding the Potential Transaction and (ii) requests for additional Information shall be submitted or directed solely to Mike DiCarlo, Director of Acquisition and Disposition Services, AFM Real Estate, at mike.dicarlo@afmforest.com, or by telephone at (704) 930-9572.

15. Authority. Each Party to this Agreement, and each individual signing on behalf of each Party, 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. No Assignment. Subject to the following sentence, the provisions contained in this Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors. This Agreement is personal to Recipient and Recipient may not assign or otherwise transfer, by operation of law or otherwise, any rights or obligations under this Agreement without the prior written consent of Weyerhaeuser.

17. Governing Law; Venue; Service of Process. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Virginia, exclusively (without giving effect to principles of conflicts of laws). Recipient agrees and consents to the validity and effectiveness of service of a summons and complaint by certified or registered mail addressed to Recipient at Recipient's address appearing above. Recipient consents to exclusive jurisdiction for matters arising from or under this Agreement in any state or federal court within Virginia and waives any defense based on doctrines of venue or forum non conveniens, or similar rules or doctrines.

18. Notices. All notices shall be in writing and addressed to the Parties at the addresses set out on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All notices shall be delivered by nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a notice is effective only: (a) upon receipt by the receiving party; and (b) if the party giving the notice has complied with the requirements of this Section.

19. Definitive Agreement. This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements and understandings (written and oral) between the Parties relating to the Property and the Information. This Agreement shall not be amended, modified, superseded or terminated except by written instrument signed by the Parties. Except as may be provided in a definitive written agreement executed and delivered by the Parties with respect to the Property, the confidentiality obligations provided for under this Agreement are intended to be the only confidentiality obligations that apply to Recipient in relation to the Information. If the Potential Transaction goes forward, any confidentiality provisions of any applicable transaction documents entered into between the Parties (or their respective affiliates) for the Potential Transaction shall supersede this Agreement, unless otherwise expressly set forth in the transaction documents; provided, however, if a confidentiality provision is not included in said transaction documents, this Agreement shall continue in full force and effect. In the event of any conflict between this Agreement and the transaction document, the transaction document shall control.

20. Severability. 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.

21. Counterparts; Execution. This Agreement may be executed in counterparts each of

which shall be considered an original, and all counterparts together shall constitute one and the same instrument. Further, each party may execute upon a separate counterpart and signature pages may be detached and reattached from counterparts in order to create one or more fully executed counterparts. Any party delivering its signature via electronic means (e.g. image attached to an e-mail in .pdf format or otherwise) shall be bound by such electronically delivered signature as if it were an original. 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 have executed this Agreement as of the Effective Date.

WEYERHAEUSER FOREST HOLDINGS, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

[signatures continue on following page]

[Signature Page to Nondisclosure and Right of Entry Agreement]

RECIPIENT:

By: _____

Name: _____

Title: _____

Date: _____

[end of signatures]

[Signature Page to Nondisclosure and Right of Entry Agreement]