

CONFIDENTIALITY AGREEMENT (Disposition)

This **CONFIDENTIALITY AGREEMENT** (“*Agreement*”) is made this the ____ day of _____, 2020, by and between Corrigan TLP, LLC, (“*Client*”) a Delaware limited liability company acting by and through its agent and property manager The Molpus Woodlands Group, LLC, a Mississippi limited liability company (together with Client, collectively “*Molpus*”) and _____ which is a _____ organized in the State of _____ (which together with its Representatives (as defined below), is collectively referred to herein as, “*Company*”). Client, Molpus and Company are sometimes referred to individually herein as a “Party” or collectively as the “Parties”.

WHEREAS, the Client is the owner of certain real property and timberland interest located in Kentucky, New York and Tennessee (collectively, the “*Properties*”), which it now desires to sell (the “*Disposition*”);

WHEREAS, the Company has had preliminary discussions with Client’s real estate broker concerning the Disposition and the Properties, and now desires to conduct formal due diligence in order to determine its interest in advancing toward the Disposition with respect to all or part of such Properties;

WHEREAS, in order to facilitate Company’s due diligence activities, which will include among other things, Molpus sharing of certain proprietary and confidential information concerning the Properties with Company, the Parties desire to enter into this Agreement to establish the obligations with respect to the handling and use of confidential information.

NOW THEREFORE, in exchange for the promises and representations made one to another, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. As used throughout this Agreement the following terms shall have the meanings established below:

a. “*Confidential Information*” shall mean all data, files, information, maps, documents and other materials relating to the Project which is provided by Molpus in any format (oral, in writing or electronically), whether shared before or after the Effective Date of this Agreement. By way of example, Confidential Information includes, but is not limited to, analysis, books, maps, memoranda, models, notes, photographs, records, proprietary data and forecasts regarding certain properties managed by Molpus. Confidential Information shall not include such data or materials (i) known by Company prior to receipt from Molpus, which prior knowledge can be substantiated by Company; or (ii) is or becomes known to the general public, provided the information did not become a matter of public knowledge as a result of a breach of a confidentiality obligation owed by either Company or a third-party.

b. **“Representatives”** shall include employees, principals, subsidiaries and affiliates of Company, plus unrelated third-parties with whom Company has contracted with in connection with the Project, whether in the nature of broker/client or professionals retained by Company (i.e., consultants, legal counsel or financial advisors).

2. Use of Confidential Information: Company agrees to use the Confidential Information solely for the purpose of evaluating the Project, and for no other purpose, and further agrees to keep confidential and not disclose to any third party any Confidential Information. Notwithstanding the foregoing, Company may disclose such Confidential Information solely to those of its Representatives who (a) require such material for the purpose of evaluating the Project on behalf of Company, and (b) are informed by Company of the confidential nature of the Confidential Information and the obligations of this Agreement and agree to abide by the terms hereof as if they were a signatory hereto. Company shall take all actions necessary to cause its Representatives and affiliates who receive Confidential Information to comply with the terms of this Agreement. Company shall be responsible for any disclosure of Confidential Information by its Representatives other than in accordance with the terms of this Agreement. Company acknowledges the confidential and proprietary nature of the Confidential Information provided by the Company and acknowledges and agrees that it is acquiring no rights whatsoever in or to such Confidential Information. For avoidance of doubt, if the Parties do not consummate a transaction with respect to the Project and terminate discussions, neither Company nor its Representatives may use the Confidential Information for any purpose whatsoever.

3. Safeguarding the Confidential Information: Company agrees to take all reasonable actions to protect and safeguard the Confidential Information from and against unauthorized use, publication, or disclosure and, in any event, at least the standard of care with respect to protecting the Confidential Information that Company accords its own confidential and/or proprietary information, but in no event less than reasonable care; in furtherance thereof, Company will not (i) use, directly or indirectly, any of the Confidential Information for any purpose other than as expressly permitted under section 2 of this Agreement, or (ii) disclose, publish, or reveal, in any manner whatsoever, either directly or indirectly, the Confidential Information to any third-party, except as expressly permitted under this Agreement. Company agrees that any Confidential Information in its possession will be kept apart from the day-to-day files and documents and that the same will be carefully maintained to comply with this Agreement.

4. Improper Disclosure: If it appears that Company has disclosed (or has threatened to disclose) Confidential Information for any purpose other than as expressly permitted under this Agreement, Molpus shall be entitled to an injunction, temporary restraining order or other relief to restrain Company from disclosing, in whole or in part, such Confidential Information, or from providing any services to any party to whom such Confidential Information has been disclosed, or may be disclosed, without the posting of any bond. Molpus shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages. If Company discloses or threatens to disclose Confidential Information for any purpose other than as expressly permitted under this Agreement, Molpus may recover its reasonable costs and attorneys’ fees, in addition to seeking any damages or other remedies available to it at law or in equity.

5. Ownership of Confidential Information: Company acknowledges that the Confidential Information is the sole property of Molpus and it is being provided to Company solely to aid Company in connection with evaluation of the Project and Company agrees that it will not use the Confidential Information for any other purposes.

6. Return of Documents: Company agrees that any Confidential Information provided to it in written and/or electronic/digital form by Molpus, along with any copies made, will be returned to Molpus at the Notice address provided for herein, upon Molpus' written request and/or ten (10) business days after termination of this Agreement.

7. No Representation/Warranties: Molpus makes no representations or warranties as to the accuracy or completeness of any Confidential Information provided pursuant to this Agreement. Further, in providing the Confidential Information under this Agreement, Molpus makes no representation or warranty of any kind whatsoever, either express or implied, including, without limitation, as to its completeness, adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such Confidential Information, nor shall Molpus incur any responsibility or obligation whatsoever by reason of such Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly or impliedly, for any invention or discovery, or any patent covering such invention or discovery, which is made or acquired before, on, or after the date of this Agreement.

8. Termination; Survival of Confidentiality Obligations: This Agreement shall be terminated upon the earlier of, (i) the one-year anniversary of the Effective Date with no further action required of either Party, or (ii) ten (10) days following notice of termination delivered by either Party to the other Party. Provided however and notwithstanding any termination, the confidentiality obligations provided for in this Agreement shall remain in full force and effect for a period of two (2) years following termination of this Agreement.

9. Notice. All notices or other communications required or permitted by this Agreement must be in writing and must be delivered to the Parties at the addresses set forth below, or any other address that a Party may designate by notice to the other Parties; and are considered delivered (a) upon actual receipt if delivered personally or an overnight delivery service; or (b) at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

“COMPANY”

[to the address set forth under the signature block]

“MOLPUS”

The Molpus Woodlands Group, LLC
Attn: General Counsel
858 North Street
Jackson, MS 39202

10. Successors and Assigns: This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties. Notwithstanding this provision, Company shall not assign this Agreement, or its rights thereunder, without the prior written consent of Molpus, which said consent may be withheld in the sole discretion of Molpus.

11. Legal Relationship of the Parties: The Parties agree that no employment, agency, joint venture, partnership, or fiduciary relationship shall be deemed to exist or arise between them with respect to this Agreement or the Project. Neither the execution, delivery, or performance of this Agreement will be construed to constitute either Party as an agent or representative of the other Party for any purpose. Neither the execution, delivery, or performance of this Agreement will be deemed to establish a joint venture or partnership between the Parties. Neither Party has the authority to (i) bind the other Party by or to any contract, representation, understanding, act or deed, (ii) represent to any third Party that either Party is an agent of the other Party, or (iii) represent to any third Party that either Party is responsible for the acts or omissions of the other Party.

12. Governing Law; Authority: This Agreement is governed by the laws of the State of Mississippi, without giving effect to any conflict-of-law principle of any jurisdiction. Molpus and Company each represent that they are legally organized entities authorized to enter into this Agreement and that their representative executing this Agreement is duly authorized to bind the entity to the terms of this Agreement without further approvals.

13. Venue; Prevailing Party Expenses. In the event any arbitration, action, suit or legal proceeding is instituted by either Party to this Agreement, venue will be set in Hinds County, Mississippi or the United States District Court for the Southern District of Mississippi. The prevailing party will be entitled to recover from the losing party both reasonable attorney fees and reasonable expert witness fees as determined by the court or arbitration panel, both at trial and on appeal or review and in bankruptcy, whether or not the matter in dispute involves an issue peculiar to federal bankruptcy law. Attorney and expert witness fees will be in addition to other costs and disbursements allowed by law. The prevailing party will be determined by the arbitrator, or any court, as the true prevailing party (not statutorily prevailing party) after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined.

14. Headings: The headings used in this Agreement are for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms and provisions herein.

15. Further Assurances: From time to time, Company will execute, acknowledge, and deliver any instruments or documents necessary to carry out the purposes of this Agreement.

16. Final Agreement: This Agreement contains the entire understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

17. Counterparts and Electronic Signature: This Agreement may be executed in multiple counterparts, which when taken together shall for all purposes constitute the complete Agreement. The Parties agree that an electronic signature shall be acceptable and deemed the same as an original signature and a signed Agreement transmitted by facsimile machine or scanned email shall be treated in all manner and respects as an original document. The signature of any party thereon shall be considered for those purposes as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Confidentiality Agreement to be executed by their duly authorized representatives, as of _____, which shall be the Effective Date.

[COMPANY]

By _____

Printed Name: _____

Title: _____

Address for Notice under Paragraph 9:

CORRIGAN TLP, LLC

By: Wendy R. Mullins
General Counsel of The Molpus
Woodlands Group, LLC, the duly
authorized agent and property manager

THE MOLPUS WOODLANDS GROUP, LLC

By: Wendy R. Mullins
General Counsel