

DUE DILIGENCE INFORMATION ACCESS AGREEMENT

THIS DUE DILIGENCE INFORMATION ACCESS AGREEMENT (this “*Agreement*”) is entered into and made effective as of this _____ day of August 2023 (the “*Effective Date*”) by _____, a _____, (the “*Requesting Party*”).

Recitals:

A. DCH Timber LLC (the “*Owner*”) owns certain real property located in Pasco County, Florida, known as Pasco County Parcel Identification No. 18-24-17-0000-00200-0000 referred to herein as (the “*Property*”).

B. The Requesting Party desires to gain access to inspections, tests, analyses, studies, reports and similar information in the Owner’s possession relating to the Property (collectively, the “*Due Diligence Information*”) in connection with a potential purchase of the Property by the Requesting Party.

C. The Owner has agreed to provide the Requesting Party with access to the Due Diligence Information subject to the terms and conditions of this Agreement.

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, and as a condition to the Owner making the Due Diligence Information available to the Requesting Party, the Requesting Party agrees as follows:

1. Term. The Requesting Party’s access to the Due Diligence Information shall begin upon the execution of this Agreement and end on the earlier to occur of (i) the effective date of a formal purchase and sale agreement between the Owner and the Requesting Party pertaining to the Property, after which time the Requesting Party’s access to the Due Diligence Information shall be governed solely by that agreement, or (ii) ninety (90) days following the execution of this Agreement by the Requesting Party.

2. Confidentiality. The Requesting Party agrees that the Due Diligence Information is confidential and shall not be disclosed to any other person except those assisting the Requesting Party with the evaluation of the potential purchase of the Property. The Requesting Party agrees not to use or allow to be used any of the Due Diligence Information for any purpose other than an evaluation of whether to proceed with the purchase of the Property. Further, if a purchase and sale agreement between the Owner and the Requesting Party is not executed on a date which is ninety (90) days following the execution of this Agreement, the Requesting Party agrees to return to the Owner, or at the Owner’s request, destroy all copies of the Due Diligence Information.

3. No Representations or Warranties. The Owner makes no representations or warranties as to the truth, accuracy or completeness of any materials, data or other information supplied to the Requesting Party in connection with the Requesting Party’s access to the Due Diligence Information (e.g., that those materials are complete, accurate or the final version thereof, or that those materials are all of the materials in the Owner’s possession). It is the parties’ express understanding and agreement that the materials are provided only for the Requesting Party’s convenience in making its own examinations prior to the execution and effective date of a potential purchase and sale agreement between the Requesting Party and the Owner related to the Property, and, in doing so, the Requesting Party shall rely exclusively on its own independent investigation and evaluation of every aspect of the Due Diligence Information and the Property and not on

any materials supplied by the Owner. The Requesting Party expressly disclaims any intent to rely on the Due Diligence Information or any other materials provided to it by the Owner in connection with its inspection and agrees that it shall rely solely on its own independently developed or verified information.

4. Property Access. **THE REQUESTING PARTY SHALL NOT CONDUCT OR ALLOW ANY PHYSICAL ACCESS ONTO THE PROPERTY WITHOUT FIRST OBTAINING THE OWNER'S WRITTEN CONSENT AS TO SUCH ACCESS, WHICH CONSENT MAY BE GIVEN, WITHHELD OR CONDITIONED IN THE OWNER'S SOLE AND ABSOLUTE DISCRETION.**

5. Default. An event of default under this Agreement shall include any violation of the terms of this Agreement or the breach of any covenant by the Requesting Party. Upon the Requesting Party's default hereunder, the Owner shall have all remedies available at law or in equity, including but not limited to seeking the immediate return of all copies of the Due Diligence Information.

6. Assignment. The Requesting Party cannot assign its rights under this Agreement. Any change in control of the Requesting Party constitutes an assignment for purposes of this Agreement.

7. Waiver. No waiver by any party of any failure to comply with this Agreement shall be deemed a waiver of any other or subsequent failure to so comply. If any provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or its application to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

9. Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties hereby consent to jurisdiction and venue in Pasco County, Florida, and agree that such jurisdiction and venue shall be sole and exclusive for any and all actions or disputes related to this Agreement or any related instruments.

10. Legal Fees. In the event of any litigation between the Requesting Party and the Owner regarding this Agreement, the losing party shall promptly pay the prevailing party's reasonable attorneys' fees and expenses and costs of litigation.

11. Entire Agreement. This Agreement embodies and constitutes the entire understanding among the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

[SIGNATURE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO DUE DILIGENCE INFORMATION ACCESS AGREEMENT]

IN WITNESS WHEREOF, the Requesting Party has executed this Due Diligence Information Access Agreement as of the date first above written.

REQUESTING PARTY:

By: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____