

CONFIDENTIALITY AGREEMENT

July , 2015

Party
Address

Ladies and Gentlemen:

We understand that you may be interested in pursuing a transaction (the "**Transaction**") with *Conservation Forestry* (the "**Company**"). In connection with your possible interest, the Company is prepared to make available to you and your Representatives (as defined below) certain information which is non-public, confidential or proprietary in nature (the "**Confidential Information**"). In consideration of our furnishing you with the Confidential Information, and as a condition to such disclosure, you agree as follows:

1. You will keep the Confidential Information confidential and will not disclose the Confidential Information to anyone except to your Representatives under the terms and conditions referred to in this letter agreement (the "**Agreement**").
2. The Confidential Information will be used by you solely for the purpose of analyzing and evaluating the desirability of entering into the Transaction and for no other purpose. You will permit your employees, affiliates, officers, directors, partners, members, managers, agents, advisors or representatives (collectively, the "**Representatives**") access to the Confidential Information only to the extent necessary to allow them to assist you in such analysis or evaluation. Prior to granting such Representatives access to the Confidential Information, you will inform them of its confidential nature and of the terms of this Agreement. You agree to be responsible for any breach of this Agreement by any of your Representatives. You further agree to reimburse, indemnify and hold harmless the Company and its employees, affiliates, officers, directors, agents, advisors and representatives (collectively, "**Company Representatives**") from any damage, loss or expense incurred as a result of the use of the Confidential Information by you or your Representatives or other recipients contrary to the terms of this Agreement.
3. Confidential Information includes (a) information transferred or transmitted in writing, orally, visually, electronically or by any other means, whether prior to, on or after the date hereof, (b) information provided to you by third parties under circumstances where you have an obligation not to disclose that information, and (c) any memoranda, reports, analyses, extracts or notes you or your Representatives produce that are based on, reflect or contain any of the Confidential Information (the items referred to in this clause (c) collectively referred to as "**Notes**"). Confidential Information does not include any information that (i) becomes generally available to the public other than as a result of a disclosure by you or any of your Representatives in violation of this Agreement, (ii) was in your possession

prior to the disclosure of the Confidential Information pursuant to this Agreement, provided that you did not know, or have reason to believe, after reasonable investigation, that such source was subject to an obligation not to disclose such information, and/or (iii) becomes available to you or your Representatives on a non-confidential basis from a source other than the Company or any Company Representative, provided that you did not know, or have reason to believe, after reasonable investigation, that such source was subject to an obligation not to disclose such information.

4. You acknowledge and agree that neither the Company nor any Company Representative nor any of its or their respective officers, directors, employees, agents or “controlling persons” (within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended), (a) has made or makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, or (b) will have any liability whatsoever to you or any of your Representatives resulting from or relating to any use of the Confidential Information or any errors therein or omissions therefrom. You further agree that you are not entitled to rely on the accuracy or completeness of the Confidential Information, and that you will only be entitled to rely on such representations and warranties as may be included in any definitive agreement with respect to the Transaction, subject to such limitations and restrictions as may be contained therein.
5. Upon the earliest to occur of (a) the termination of your evaluation of the Confidential Information, (b) a decision by you not to pursue the Transaction with the Company, following which you will promptly inform the Company in writing of such decision, or (c) notice from the Company to you that the Company has decided not to pursue the Transaction with you, you and your Representatives will promptly delete all Confidential Information from any computer and backup storage system in which the Confidential Information has been stored and will turn over to the Company (i) all documents and other materials (including without limitation all copies or reproductions of such documents or materials, tapes, floppy disks, backup copies, and other forms of electronic storage media) which constitute, contain or are derived from the Confidential Information, and (ii) all other documents, Notes, and other materials connected with or arising out of your evaluation of the Transaction, and no copy thereof will be retained by you or your Representatives. You will deliver to the Company a certificate that you and your Representatives have complied with the requirements of this Paragraph 7. Notwithstanding the return, deletion or destruction of the Confidential Information, you and your Representatives will continue to be bound by your obligations of confidentiality and other obligations under this Agreement.
6. You acknowledge and agree that the Company would be damaged irreparably if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, the Company will be entitled to equitable relief, including, without limitation, an injunction or injunctions to

prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement in any court having jurisdiction, which remedy will be in addition to any other remedy to which we may be entitled, at law or in equity. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.

7. This Agreement will be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to any choice of law principles. This Agreement may not be amended or modified except by a writing signed by all of the parties.
8. This Agreement constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.
9. No party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other parties, and any such assignment by a party without prior written approval of the other parties will be deemed invalid and not binding on such other parties.
10. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by facsimile transmission.

[SIGNATURE PAGE FOLLOWS]

If you are in agreement with the foregoing, please sign and return the enclosed copy this letter which will constitute the Agreement with respect to the subject matter of this letter as of the date first above written.

Very truly yours,

Conservation Forestry

By: _____

Name:

Title:

AGREED AND ACCEPTED:

COMPANY NAME

By: _____

Name:

Title: