

## **CONFIDENTIALITY AGREEMENT**

In connection with your consideration of a possible transaction with Forest Investment Associates L.P. ("FIA"), you have requested information concerning certain timberlands in the State of Florida (the "Timberlands"). As a condition to FIA providing this information, you agree to treat in accordance with the terms of this Confidentiality Agreement (i) any information concerning the Timberlands which may be furnished to you or any of your directors, officers, employees, representatives, advisors, or other agents hereunder (collectively, "Your Representatives"), and (ii) all analyses, compilations, forecasts, studies or other documents prepared by you or Your Representatives which contain or otherwise reflect such information or your review of, or interest in, the Timberlands, or any portion thereof.

Unless otherwise indicated, all such information described above in clauses (i) and (ii), will be collectively referred to as the "Evaluation Materials". The obligation to treat as confidential the Evaluation Materials will not apply to information which (a) is already in your possession at the time of disclosure or (b) becomes available to you from a source other than FIA, provided that such information was lawfully obtained and not the subject of another confidentiality agreement or other obligation of secrecy, or (c) becomes generally available to the public other than directly or indirectly as a consequence of a disclosure by you or Your Representatives. The term "person" as used in this letter will be broadly interpreted to include without limitation to any corporation, company, partnership, or individual.

1. Confidentiality. You hereby agree that the Evaluation Materials will be used solely for the purpose of evaluating a possible acquisition of the Timberlands, and that such information will not be disclosed in any manner, directly or indirectly by you and Your Representatives, except that (i) any such information may be disclosed to Your Representatives who need to know such information solely for the purpose of evaluating any such possible transaction, it being first understood that Your Representatives shall be informed by you of the confidential nature of such information and shall agree, and be directed by you, to hold such information in confidence, and (ii) any such information may be disclosed under circumstances and conditions contemplated by paragraph 3 of this letter or under circumstances which FIA gives express, prior consent in writing.

2. Confidentiality of Discussions. Without the express prior written consent of FIA, you will not, and will direct Your Representatives not to, directly or indirectly, disclose to any person who is not hereby authorized to receive the Evaluation Materials (i) the fact that the Evaluation Materials have been made available to you; (ii) the fact that discussions or negotiations are taking place concerning a possible transaction between FIA and you; or (iii) any other terms, conditions or other facts with respect to this inquiry, including the specific assets in question, any valuations, and the status of this proposed transaction. Your Representatives will not

discuss this transaction with any employee of FIA except those identified for that purpose in writing.

3. Requests for Disclosure. If you are requested or are required by applicable law (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar formal process) to disclose any Evaluation Materials, you will provide FIA with immediate notice of such request and requirement so that FIA may consider seeking a protective order. If in the absence of a protective order, or the receipt of a waiver, you are nonetheless, in the written opinion of counsel, compelled to disclose any Evaluation Materials to any tribunal or any other such person, you may disclose, to the extent so required, such information to such tribunal or other party without liability hereunder provided such written opinion of counsel is provided to FIA in advance.

4. No Representation. You understand that neither FIA, nor any other party, have made or now make any express or implied representation or warranty as to the accuracy or completeness of the Evaluation Materials. You agree that neither FIA nor any representatives, will have any liability to you or any of Your Representatives resulting from the use of or reliance upon the Evaluation Materials or for any actual or alleged errors or misstatements in the Evaluation Materials or any actual or alleged omissions in same.

5. Return of Material. Upon request by FIA, you will promptly redeliver to Forest Investment Associates L.P., 15 Piedmont Center, Suite 1250, Atlanta, GA 30305, attention: Sarah E. Hall, all written and other physical Evaluation Materials (together with all copies), or you will promptly destroy such Evaluation Materials (and all copies), and in either case certify their return or destruction to the above person in writing. This undertaking is to be broadly interpreted, such that you will not retain any copies, extracts or other reproductions in whole or in part of such Evaluation Materials. In addition, all documents, memoranda, notes, and other writings prepared by you or Your Representatives based on or reflecting information in the Evaluation Materials will also be destroyed by you, and such destruction will be separately certified in writing to the above person.

6. Injunctive Relief. You agree that money damages would not be a sufficient remedy for any breach by you or Your Representatives of the agreements contained in this letter, and that FIA will be entitled to any injunctive relief, specific performance and/or any other appropriate equitable remedies for any such breach or threatened breach. Such remedies shall not, in any way, be deemed to be exclusive.

7. Law to Govern: Other Provisions. This Letter Agreement shall be governed and construed in accordance with the laws of the state aforementioned, where the property is located, without regard to conflicts of law principles that would result in the application of the law of any other jurisdiction. No failure or delay by FIA in exercising any right, power or privilege will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege.

If the foregoing is in accordance with our mutual understanding, please sign the enclosed copy of this letter and return it to the undersigned, whereupon it will become a mutually binding and enforceable agreement.

**FOREST INVESTMENT ASSOCIATES  
L.P.**, a Delaware limited partnership

By: Forest Investment Associates, LLC,  
Its General Partner

By: Forest Investment Associates, Inc.,  
Its Managing Member

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**CONFIRMED AND AGREED** to as of the above date:

\_\_\_\_\_  
[Name of Entity]

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: