

**CONFIDENTIALITY AND WAIVER AGREEMENT**

The undersigned Interested Buyer (“Buyer”) is in receipt of the **North Maine Timberlands Offering**, located in **Aroostook, Penobscot and Piscataquis Counties, Maine** (“Property”) issued by AFM Land Sales, LLC (“AFMLS”) by **Canopy Timberlands Maine Holdings, LP** (“Seller”). Buyer hereby requests access to, acknowledges and agrees that: (1) all of the information received is confidential; (2) the information will only be revealed to such of recipient’s agents and employees (including counsel and financial advisers) who need to know the information for the purpose of evaluating the Property; (3) if Buyer does not acquire the Property, the materials and any other material relating to the Property which Buyer received from AFMLS will be destroyed or returned to AFMLS upon request (such destruction to be confirmed in writing to AFMLS); and (4) any proposed actions by Buyer inconsistent in any manner with the foregoing agreements require the prior consent of Seller.

All information has been developed to provide interested buyers with an overview of the Property and should not be relied upon by buyers. Seller, its advisors, consultants and employees, including AFMLS, make no representations or warranties, express or implied, as to the accuracy or completeness of the information or as to the Property, its condition, boundaries, timber volumes, acreage, wetlands, or fitness for a particular purpose. Each interested buyer should make its own determination as to timber volumes, timber quality, acreage, access, and federal and state environmental and regulatory constraints relating to the use of the Property, and the harvest of timber there from prior to submitting a final bid. The successful buyer will accept the Property in its present condition, “**AS IS, WHERE IS**”, with all faults, at closing.

Buyer further voluntarily assumes all risk and responsibility in connection with entry upon the Property for the purpose of property analysis. Buyer agrees that Seller, its advisors, consultants and employees, including AFMLS shall not be held responsible or liable to Buyer for any injury or damage to person or property which may occur while on the Property, whether caused by the negligence of Seller or otherwise. Buyer hereby releases Seller from and waives any and all claims for death, personal injury or property damage which may accrue to Buyer by reason of acts or omissions of Buyer, Seller, its agents or employees, or any third parties.

IN WITNESS WHEREOF, Buyer has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

BUYER: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_