

CONFIDENTIALITY AND WAIVER AGREEMENT

The undersigned Interested Buyer ("Buyer") is being provided detailed property information related to *Project Verde* ("Property") located in the states of Arkansas, Louisiana, Alabama, Virginia and Florida and issued by *LandVest, Inc.* ("Broker") on behalf of *Conservation Resources, LLC* (collectively "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 Buyer's agents and employees (including counsel and financial advisers) who need to know the information for the purpose of evaluating the Property and who agree to be bound by the terms of this Confidentiality and Waiver Agreement; (3) if Buyer does not acquire the Property, the materials and any other material relating to the Property which Buyer received from Broker will be destroyed or returned to Broker upon request (and no copies shall be retained) 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 Buyer. Seller, its advisors, consultants and employees, including Broker, make no representations or warranties, express or implied, as to the accuracy or completeness of the information or as to the Property, including without limitation its condition, boundaries, timber volumes, acreage, wetlands, or fitness for a particular purpose. Each interested buyer should make its own determination as to acreage, access, timber volumes, timber quality, and federal and state environmental and regulatory constraints relating to the use of the Property prior to submitting a bid. All representations and warranties regarding the Property shall be contained in a binding purchase and sale agreement between Seller and the successful bidder/buyer.

Buyer further voluntarily assumes all risk and responsibility in connection with entry upon the Property for the purpose of property analysis. Buyer agrees that entry onto the Property is an inherently dangerous activity due to the undeveloped nature of the Property, and that present and future dangers, both known and unknown, exist on the Property (including, without limitation, holes, rocks, roots, unstable soils, wetlands and waterbodies, dangerous animals, poisonous snakes, poisonous plants, poisonous insects, snags, fallen and/or falling trees and branches, heavy machinery, logging equipment, farming equipment, motorized apparatus, motor vehicles, active forestry operations, active agricultural operations, pesticides, herbicides, rodenticides, poisonous, corrosive, and/or harmful chemicals, irrigation equipment, hunting and trapping activities (including the use of firearms and other weapons), recreational activities, and other hazards and dangers). Buyer agrees that neither Seller nor Broker shall 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, and that neither Seller nor Broker have any obligation or duty to make the Property safe for Buyer or to warn Buyer of any hazards on the Property. Buyer hereby releases Seller and Broker 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, Broker its agents or employees, or any third parties.

BUYER (signature): _____

DATE: _____

Print Name:

Company:

Title:

Phone:

Email: Address: