

FIVE MILE - AGREEMENT OF CONFIDENTIALITY

In conjunction with notification, the request for documents and other information regarding the sale of timberlands owned by **Woodwise Forestland, LLC** ("Seller") the organization set forth below ("Recipient") agrees to the following terms in favor of Seller.

- 1) **Information.** The term *Information* shall mean and include any information, in whatever form, provided by Seller or any other party to Recipient concerning the timberlands or business of Seller ("Timberlands"), but such term shall not include information that is already publicly available at the time of disclosure to the Recipient or becomes publicly available thereafter without the violation of any confidentiality obligation of Recipient or any other party owed to Seller.
- 2) **Purpose.** Recipient shall use the Information solely for the purpose of evaluating a purchase of all or a portion of the Timberlands. This notification of sale is to remain strictly confidential.
- 3) **No Disclosure.** Recipient shall keep confidential the Information and shall not disclose any Information to any other party (except as set forth in the following section) without the express written consent of Seller.
- 4) **Limited Distribution.** Recipient shall not notify or distribute the Information to any party except its affiliates, directors, officers, employees, agents, or advisors who need to see and review the Information to evaluate the transaction (collectively, the "Representatives"). Recipient shall be responsible for any breach of this agreement by any of its Representatives.
- 5) **Reproduction and Return of Information.** Recipient agrees not to reproduce or copy Information without Seller's prior written permission in each case, except as reasonably required to accomplish the purpose specified in paragraph 2 of this Agreement. Upon demand by Seller at any time, Recipient shall promptly return to Seller or promptly destroy, at Seller's option, all tangible materials that disclose or embody Information.
- 6) **Notice of Required Disclosure.** In the event that Recipient is required to disclose Seller's Information by law, applicable regulations or request or order of a court or other similar body, Recipient shall immediately, and in any event prior to complying therewith, notify Seller or their property manager or agent and take reasonable steps to assist Seller in contesting such request, requirement or order or otherwise protecting Seller's rights. Recipient may not disclose any Information in response to any law, rule or regulation, without Seller's prior written consent.
- 7) **Specific Performance; Governing Law.** Recipient acknowledges that it may be impossible to measure the damages that would be suffered by Seller if Recipient fails to comply with this Agreement and that in the event of any such failure Seller may not have an adequate remedy at law. Seller shall, therefore, in the event of any breach of this Agreement be entitled in addition to any other rights and remedies to seek a court order of specific performance of Recipient's obligations hereunder and to seek a court order granting immediate injunctive relief without having to post a bond. Recipient shall not urge, as a defense to any proceeding for such specific performance or injunctive relief, that Seller has an adequate remedy at law. This Agreement of Confidentiality shall be interpreted and enforced under the laws of the State of New York without reference to conflicts of laws principles.
- 8) **No Representations or Warranties.** Recipient understands and acknowledges that Seller, nor any of their property manager or agents make any representation or warranty, express or implied, as to the accuracy or completeness of the Information. Seller, any property manager and their agents shall have no liability to any party or person relating to or resulting from the use of the Information or any errors or omissions in the Information. Only those representations or warranties which are made in a final definitive agreement regarding the transaction, if, as and when executed, and subject to such limitations and restrictions as may be specified in such agreement, will have any legal effect.
- 9) **Responsibility.** If Recipient or its Representatives desire to have access to all or a portion of the Timberlands, it shall only do so at reasonable times and upon prior written notice to Seller or its agents. If Recipient does access the Timberlands, Recipient understands and acknowledges that while on the Timberlands, Recipient will assume all liability and indemnifies Seller, property manager, and their agents from and against all claims, demands, or causes of action, of every kind, nature and description relating to its access to or presence on the Timberlands.
- 10) **Assignment.** Recipient may not assign its rights or obligations under this agreement to any person or entity without the prior written consent of Seller.
- 11) **Duration.** This Agreement shall remain in full force and effect for a period of three (3) years from the date of this Agreement of Confidentiality.
- 12) **Condition Precedent.** Recipient's execution and delivery of this agreement to Seller is a condition precedent to Recipient's access to and use of the Information.

Executed as of ____/____/____ Signature_____

Name_____ Organization_____ Title_____

Address_____ City_____ State_____ Zip_____

Telephone_____ Fax_____ Email_____