Return CA to sporter@landvest.com

Manulife Investment Management

PROJECT CLOVER
CONFIDENTIALITY AGREEMENT

197 Clarendon Street,
C-08-99
Boston, MA 02116
(617) 747-1600
(617) 747-1599 fax
www.manulifeim.com

INSERT DATE

NAME ADDRESS
CITY, STATE, ZIP
PHONE
EMAIL

Dear_____:

You have expressed an interest in the acquisition (the "Transaction") of certain timberlands (the "Timberlands") owned by John Hancock Life Insurance Company (U.S.A.), a Michigan corporation, successor by merger to John Hancock Life Insurance Company, a Massachusetts corporation (McCloud and Lincoln Properties) and John Hancock Life & Health Insurance Company a Massachusetts corporation, as to an undivided 2% interest, formerly known as Manulife Insurance Company and John Hancock Life Insurance Company (U.S.A.), a Michigan corporation, as to an undivided 98% interest, successor by merger to John Hancock Life Insurance Company and John Hancock Variable Life Insurance Company, together as Tenants-in-Common (Sacajawea Property), (individually or collectively the "Seller"). Manulife Investment Management Timberland and Agriculture Inc ("MIMTA") is the advisor of the Seller.

In connection with your evaluation of the Transaction, the Seller has/have agreed to deliver or provide access to certain information regarding the Seller and/or MIMTA. All such information furnished to you or any of your directors, officers, employees, affiliates, representatives, financial advisors, attorneys, accountants, consultants, clients or sources of debt financing (collectively, "your Representatives"), by the Seller, or any of its security holders, advisors, officers, employees, affiliates, representatives, financial advisors, attorneys, accountants or agents (collectively, the "Seller's Representatives"), whether orally, in writing, in electronic form or otherwise, and all analyses, compilations, data, forecasts, studies, notes, interpretations, memoranda or other documents prepared by you or your Representatives containing or based in whole or in part on any such information are collectively referred to as the "Confidential Information". The fact that you are considering the Transaction and all discussions and negotiations shall also be treated as Confidential Information.

Confidential Information will not, however, include information that (i) is or becomes publicly available other than as a result of a disclosure by you or your Representatives, or (ii) is or becomes available to you or your Representatives on a non- confidential basis from a source (other

than the Seller or the Seller's Representatives) which (to the best of your knowledge) is not prohibited from disclosing such information to you or your Representatives by a legal, contractual or fiduciary obligation to the Seller or another person, or (iii) was known to you or your Representatives on a non-confidential basis prior to being furnished under this letter, as evidenced by written records.

In consideration of the Confidential Information being furnished to you, you acknowledge and agree:

1. You shall use the Confidential Information only for the purposes of evaluating the Transaction and shall take all reasonable measures necessary to safeguard and protect the Confidential Information against disclosure beyond the disclosure permitted herein. You shall not disclose any of the Confidential Information to any other person, provided Confidential Information may be disclosed to those of your Representatives who need to know the Confidential Information for the purpose of evaluating the Transaction, who shall be informed in writing of the confidential nature of the Confidential Information and who agree to be bound by this letter. You shall be responsible for any breach of this letter by your Representatives.

2. If you or your Representatives become legally compelled to disclose any of the Confidential Information, you shall promptly provide the Seller written notice of such requirement so that the Seller may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, you agree (i) to furnish only that portion of the Confidential Information which you are advised by counsel is legally required to be furnished, and (ii) to exercise commercially reasonable best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

3. If you determine not to proceed with the Transaction, and in any event upon the request of the Seller, you will promptly deliver to the Seller at your own expense or destroy the Confidential Information (such destruction to be confirmed to the Seller in writing by your authorized officer(s) supervising such destruction). Notwithstanding the return or destruction of Confidential Information, you and your Representatives shall continue to be bound by the confidentiality and other obligations hereunder. You will promptly notify the Seller if you determine not to proceed with the Transaction.

4. Neither the Seller nor any of the Seller's Representatives makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and no such person will have any liability relating to the Confidential Information or for any errors therein or omissions therefrom. You and your Representatives are not entitled to rely on the accuracy or completeness of the Confidential Information and will be entitled to rely solely on such representations and warranties as may be included in any definitive agreement with respect to the Transaction.

5. The parties understand and agree that no contract or agreement regarding the Transaction (other than this letter) shall be deemed to exist between the parties unless and until a definitive agreement has been executed and delivered. Unless and until a definitive agreement has been executed and delivered, neither party has a legal obligation of any kind whatsoever with respect to the Transaction except for matters specifically agreed to in this letter.

6. The Seller would be irreparably and immediately harmed by, and money damages would not be an adequate remedy for, any breach of this letter by you or your Representatives. Accordingly, the Seller shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of this letter, in addition to all other remedies available at law or in equity. You hereby waive any requirement for the securing or posting of any bond in connection with such remedy.

7. You agree that except as otherwise provided herein, all communications by you or your Representatives regarding the proposed purchase of the Timberlands or your evaluation thereof, will, in each case, be submitted or directed only to Landvest, Inc., (Landvest) as MIMTA's representative. Unless otherwise directed by MIMTA, you and your Representatives agree not to contact the Seller or any of the Seller's Representatives in any manner other than as provided in this paragraph.

8. If you or your Representatives desire to have access to all or a portion of the Timberlands, you shall only do so at reasonable times and upon prior written notice to Landvest. If you or your Representatives access the Timberlands, you understand and acknowledge that while on the Timberlands, you assume all liability and shall indemnify the Seller, MIMTA, and the Seller's Representatives, and their respective agents from and against all losses, expenses, claims, demands, liabilities, damages, costs, expenses (including, but not limited to, reasonable attorneys' and accountants' fees, court costs, and expert witnesses' fees) or causes of action, of every kind, nature and description relating to or arising out of you or your Representatives' access to, inspection of or presence on the Timberlands, except to the extent arising from the gross negligence or intentional misconduct of the Seller, MIMTA or the Seller's Representatives. Neither you nor your Representatives will conduct any drilling, boring or other invasive or destructive testing on the Timberlands. You will pay all costs and expenses of all inspections and other activities conducted by you or your Representatives on or relating to the Timberlands when and as due. If any liens are filed against the Timberlands by reason of any activities conducted by you or your Representatives, you will cause the liens to be paid, discharged and removed of record against the Timberlands within ten (10) business days after written demand from MIMTA or Seller. Keys will be made available during the process and it is expected that all keys will be returned at the request of Seller or at the end of the Transaction process. Seller reserves the right to charge the undersigned $500 per key that is not returned. All vehicles accessing the property must display placards in driver's side front window. Anyone not following these requests will have their access privileges terminated.

9. This letter shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the conflicts of law principles thereof. Any proceeding relating to this letter shall be brought exclusively in a state court of the Commonwealth of Massachusetts or a court of the United States of America located in the Commonwealth of Massachusetts and you submit to the jurisdiction of any such court.

10. This letter contains the entire understanding relative to the protection of Confidential Information and the other matters addressed herein, and supersedes all prior communications, if any, between the parties regarding the Confidential Information and such other matters. No amendment or other modification or waiver of any provision hereof shall be binding unless in

writing and signed by you and the Seller.

11. This letter may not be assigned by you except with the prior written consent ofthe Seller. This letter shall inure to the benefit of, and be enforceable by, the Seller, MIMTA and their respective Representatives who shall be third party beneficiaries of this letter.

12. Except as otherwise provided herein, this letter shall expire upon the earlier to occur of (a) two (2) years from the date of this letter or (b) the consummation of a transaction between the Seller and you with respect to the Timberlands, provided that such termination shall not relieve you from your responsibilities for any breach that occurred prior to such termination.

Please confirm your agreement with the foregoing by signing and returning a copy of this letter to the undersigned.

Very truly yours,

John Hancock Life Insurance Company (U.S.A.)
John Hancock Health & Life Insurance Company

By: Manulife Investment Management Timberland and Agriculture Inc
Its Advisor

By: _____
Name: Derek K. Solmie
Title: Director, Dispositions and Acquisitions

CONFIRMED AND AGREED

[RECIPIENT]

By: _____
Name:
Title:
Date:

Return CA to sporter@landvest.com