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CONFIDENTIALITY AGREEMENT

INSERT DATE

NAME ADDRESS
CITY, STATE, ZIP
PHONE
EMAIL

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into as of the __ day of _____, 20__ (the "Effective Date"), by and among, _____ ("Receiving Party"), and Manulife Investment Management Timberland and Agriculture Inc (formerly known as Hancock Natural Resource Group, Inc.) ("Disclosing Party").

Disclosing Party and Receiving Party are hereinafter also referred to as the "Party" and "Parties" as the context requires.

The Receiving Party desires to evaluate the potential acquisition of the Project Trillium Timberlands, consisting of 15,396 acres in Coos, Douglas and Josephine Counties, Oregon (the "**Timberlands"**, and hereinafter the "Transaction").

Therefore, the Parties agree as follows:

1. The term "Confidential Information" shall mean any technical, financial and commercial information, whether in written, oral or other tangible or intangible form, relating to the Disclosing Party and/or its Affiliates including, without limitation, any information with regard to the Disclosing Party's and/or its Affiliates' accounts, financial data, strategies, projects, plans, products, mills, manufacturing, processes, costs, sales, marketing, prices, customers, personnel, R&D, discoveries, ideas, concepts, know-how, business secrets, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, patents, patent applications, copyrighted materials, databases and utility models which is disclosed by or on behalf of the Disclosing Party and/or its Affiliates in connection with the Transaction (including such disclosures that occurred prior to the Effective Date), and includes any information which has been derived or produced from, in whole

or in part, any of the foregoing. The existence of the Parties' discussion and collaboration relating to the Transaction and the content of this Agreement shall be considered part of the Confidential Information. An "Affiliate" shall mean any entity which controls a Party, is controlled by a Party or is under common control with a Party.

2. The confidentiality obligations of this Agreement shall not apply to any Confidential Information which:

   (a) is published or publicly available, other than as a result of a disclosure by the Receiving Party or its Representatives (defined below) in violation of this Agreement;

   (b) was known to the Receiving Party prior to disclosure by the Disclosing Party as proven by the written records of the Receiving Party;

   (c) is disclosed to the Receiving Party by a third party who had the legal right to disclose such Confidential Information to the Receiving Party; or

   (d) is at any time independently developed by the Receiving Party without use of the Confidential Information, as proven by the Receiving Party's written records.

3. The Receiving Party shall keep all Confidential Information received from the Disclosing Party as strictly confidential and shall not disclose the Confidential Information to any third parties without the prior written consent of the Disclosing Party.

4. If the Receiving Party is required by law, court order, auditors, regulatory or a governmental authority to disclose the Confidential Information, the Receiving Party will give the Disclosing Party a notice thereof as soon as reasonably practicable, if permitted under applicable law, so that the Disclosing Party may seek a protective order or other appropriate remedy at its own expense. In the event such protective order or other remedy is not obtained, disclosure will be done only to the extent legally required, and subject to confidentiality protection to the extent reasonably possible. Notwithstanding the foregoing, the Receiving Party shall have no obligation to delay or withhold disclosure of Confidential Information if such delay or withholding could subject the Receiving Party to civil or criminal sanctions, penalties, or enforcement.

5. The Receiving Party shall not use the Confidential Information in any other connection or for any other purpose than the evaluation, negotiation and, if applicable, consummation of the Transaction without the prior written consent of the Disclosing Party.

6. The Receiving Party shall restrict the access to Confidential Information to only those of its own directors, officers and employees (the "Representatives") who need to know the Confidential Information for carrying out the Transaction and who are subject to confidentiality restrictions not substantially less restrictive than those contained herein. The Receiving Party shall be responsible for ensuring that such Representatives to whom Confidential Information is disclosed are aware of and adhere to the terms of this Agreement. The Receiving Party shall be liable for any unauthorized use or disclosure of Confidential Information by any Representatives to whom the Receiving Party has disclosed Confidential Information.

7. The Receiving Party shall use at least the same degree of care in protecting Confidential Information as it uses in respect of its own confidential information and business secrets, but in no event less than a commercially reasonable degree of care.

8. This Agreement and the obligations of the Parties set forth in this Agreement shall terminate upon the earlier to occur of (i) two (2) years from the date hereof, at which time the Confidential Information shall be returned or destroyed consistent with the following paragraph, or (ii) the execution of a definitive agreement between the Parties regarding the Transaction (the "Term").

9. Upon the request of the Disclosing Party at any time for any reason, the Receiving Party shall immediately return to the Disclosing Party or permanently destroy all tangible documents and materials in its possession which contain Confidential Information, except that the Receiving Party may retain copies of such documents as required by law, regulation or internal document retention policies, provided, that such Confidential Information is retained subject to the confidentiality and use restrictions hereof for so long as it is retained. At the request of the Disclosing Party, the Receiving Party shall confirm in writing its compliance with such request.

10. This Agreement shall not oblige either Party to provide Confidential Information to the other Party. Other than as provided in any definitive agreement between the Parties regarding the Transaction, the Disclosing Party makes no representation or warranty with respect to the reliability, accuracy or completeness of the Confidential Information, and the Disclosing Party expressly disclaims any liability arising from the use of the Confidential Information by the Receiving Party or its Representatives.

11. All Confidential Information shall remain the exclusive property of the Disclosing Party. Nothing in this Agreement shall be deemed to constitute the grant of any license or other rights to the Receiving Party in the Confidential Information except for the right to use the Confidential Information for the Transaction as expressly set forth in this Agreement.

12. The Parties acknowledge that the breach or threatened breach of this Agreement would result in irreparable injury to the Disclosing Party, and money damages would not be an adequate remedy for such breach or threatened breach; therefore, in addition to any other remedies available at law or equity, the Disclosing Party may seek injunctive relief from any court of competent jurisdiction to restrain any threatened or continued breach of this Agreement.

13. Receiving Party shall not be entitled to transfer this Agreement or any of its rights and obligations under this Agreement, in whole or in part, without the prior written consent of the Disclosing Party.

14. Any amendments to this Agreement shall be made in writing and shall be signed by each Party.

15. Any delay or failure by either Party in exercising any right or remedy under this Agreement shall not constitute a waiver of the right or remedy by such Party unless such waiver has been given in writing.

16. If any term of this Agreement is held invalid or unenforceable, such determination shall not invalidate or render unenforceable any other term of this Agreement.

17. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and excludes and supersedes any other oral or written agreements, undertakings or commitments of the Parties relating to the subject matter of this Agreement. No subsequent acceptance of any license agreement, terms of use or other similar provisions required for access to any electronic data room will be deemed to modify any of the provisions of this Agreement.

18. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be resolved by the courts of the Commonwealth of Massachusetts.

19. For the convenience of the Parties, this Agreement may be executed in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both Parties. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

20. Receiving Party covenants that except as otherwise provided herein or expressly authorized by Disclosing Party, all communications, whether written or oral, by Receiving Party or its Representatives regarding the Transaction, the potential purchase of the Timberlands or Receiving Party's evaluation thereof, will, in each case, be submitted or directed only to Sam Porter and Weikko Jaross of LandVest, Inc.**,** as Manulife Investment Management Timberland and Agriculture Inc's representatives. Unless otherwise directed, Receiving Party and its Representatives agree not to contact the Disclosing Party or any of the Disclosing Party's Representatives in any manner other than as provided in this paragraph.

21. If Receiving Party or its Representatives desire to have access to all or a portion of the Timberlands, they may only do so at reasonable times and upon prior written notice to Disclosing Party. By accessing the Timberlands, Receiving Party understands and acknowledges that while on the Timberlands, Receiving Party assumes all liability (including, without limitation, for any property damage) and shall indemnify Disclosing Party, the owner of the Timberlands, each of their Affiliates, and each of their and their Affiliates' their respective, officers, employees, managers, shareholders, members, partners, advisors, and agents (collectively, the "Indemnified Parties") 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 Receiving Party's and its Representatives' access to, inspection of or presence on the Timberlands, except to the extent arising from the gross negligence or intentional misconduct of the Indemnified Parties. Receiving Party and its Representatives may not conduct any drilling, boring or other invasive or destructive testing on the Timberlands. Receiving Party will pay all costs and expenses of all inspections and other activities conducted by Receiving Party or its 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 Receiving Party or its Representatives, Receiving Party will cause the liens to be paid, discharged and removed of record against the Timberlands within ten (10) business days after written demand from Disclosing Party. Keys will

be made available during the process and it is expected that all keys will be returned at the request of Disclosing Party or at the end of the Transaction process. Disclosing Party reserves the right to charge the undersigned $500 per key that is not returned. All vehicles accessing the Timberlands must display placards in driver's side front window. Anyone not following these requests will have their access privileges terminated.

MANULIFE INVESTMENT MANAGEMENT
TIMBERLAND AND AGRICULTURE INC

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

[*Name of Entity*]

By: _____
Name:
Title:

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