CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is dated effective as of this _____ day of _____, _____ and is between NUVEEN NATURAL CAPITAL, LLC a Delaware limited liability company (together with its Representatives and clients that furnish Information to the Receiving Party pursuant to this Agreement, the "NNC"), and [RECEIVING PARTY], a _____ (together with its Representatives that receive Information from the Furnishing Party pursuant to this Agreement, the "*Receiving Party*").

RECITALS

A. The Receiving Party is interested in certain timberland assets consisting of the properties located in Erie, Crawford, Venango, Warren, McKean, and Potter counties, in northwest Pennsylvania, and Chautaugua and Cattaraugus counties in southwest New York (the "*Transaction*").

B. In order to facilitate the Receiving Party's evaluation of the Transaction, the parties' desire for NNC to disclose certain confidential and proprietary information to the Receiving Party on the terms and conditions contained in this Agreement.

AGREEMENT

1. **CONFIDENTIAL AND PROPRIETARY NATURE OF INFORMATION**. The Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information (as defined below) and expressly agrees to each and every restriction and obligation in this Agreement.

2. **CONFIDENTIAL INFORMATION**. For purposes of this Agreement, "**Confidential Information**" means any and all information that is disclosed or made available to the Receiving Party in connection with the Opportunity. "Confidential Information" includes (without limitation) business models, cost and expense data, marketing plans, manufacturing processes, designs, specifications, techniques, systems, procedures, financial and technical models and information, trade secrets, know-how, ideas, drawings, programs, processes, and any information of whatever nature which derives any economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Confidential Information" may be disclosed in oral, visual, written, tangible or intangible form. "Confidential Information" does not include any information that a Receiving Party demonstrates (i) is or becomes public knowledge, available in public literature or otherwise generally available to the public at the time of such disclosure through no failure on the Receiving Party's part to preserve its confidentiality; (ii) is disclosed to the Receiving Party by a third party who has the right to disclose it; or (iii) is independently developed by the Receiving Party without use of the Confidential Information. Confidential Information need not be marked as "Confidential."

3. **RESTRICTED USE OF CONFIDENTIAL INFORMATION**. The Receiving Party agrees that the Confidential Information will be kept confidential and will not be disclosed by it or its respective "**Representatives**" (defined to include directors, officers, employees, agents, subcontractors, consultants, managers, advisors, or other representatives including legal counsel, accountants and financial advisors) to any "**Person**" (defined to include individuals, partnerships, companies, limited liability companies, entities, corporations, or agents thereof) except with the specific prior written consent of NNC or except as expressly permitted by the terms of this Agreement. It is understood that the Receiving Party may only disclose Confidential Information to those Representatives who (i) require such information or access to such information for the purposes of this Agreement, and (ii) are informed of the confidential and proprietary nature of the Confidential Information and the Receiving Party's obligations under this Agreement and agree to abide by the terms of this Agreement. The Receiving Party agrees to take all commercially reasonable

precautions to safeguard the confidential nature of the Confidential Information and will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information.

4. **OWNERSHIP**. The Receiving Party acknowledges that NNC is and will continue to be the sole and exclusive owner or licensee of all Confidential Information provided to the Receiving Party hereunder and nothing in this Agreement grants the Receiving Party, directly or by implication, estoppel or otherwise, any intellectual property rights or proprietary rights of any kind or nature in the Confidential Information.

5. **NOTIFICATION OBLIGATIONS**. Receiving Party will promptly notify NNC of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement, and will cooperate in every reasonable way to assist NNC in taking any remedial action that NNC deems necessary to mitigate the harm caused by the unauthorized use or disclosure.

6. **DURATION**. The obligations set forth in this Agreement begin on the earlier of the effective date of the Agreement or the date that Confidential Information is provided to the Receiving Party, and will continue for a term of two (2) years from the last date as signed below, or until the information ceases to be Confidential Information as defined in Section 2 of this Agreement, whichever shall occure earlier.

7. **RETURN OF CONFIDENTIAL INFORMATION**. Upon NNC's request, the Receiving Party will promptly deliver to NNC all documents or other materials furnished by NNC constituting Confidential Information, together with all copies and summaries thereof in the possession or under the control of the Receiving Party, and will destroy all documents or other materials generated by the Receiving Party that include or refer to any part of the Confidential Information, without retaining a copy of any such documents or materials. Any such destruction must be confirmed by the Receiving Party in writing to NNC, and such confirmation must include a list of the destroyed documents or other materials.

8. **LEGAL PROCEEDINGS**. If Receiving Party or any of its Representatives are requested, become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process), or is required by a regulatory body to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party will provide NNC with immediate notice of such request so that it may seek an appropriate protective order or other appropriate remedy.

9. **REMEDIES**. The Receiving Party agrees to indemnify and hold NNC, together with its Representatives and clients, harmless from any damages, loss, cost, or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Because an award of money damages may be inadequate for a breach of this Agreement by the Receiving Party or its Representatives and because any such breach would cause the other party irreparable harm, the Receiving Party further agrees that, in the event of any breach or threatened breach of this Agreement, NNC will be entitled, without the requirement of posting a bond or other security, to equitable relief from any court or arbitrator, including injunctive relief and specific performance. Such remedies will be deemed to be non-exclusive and in addition to all other remedies available at law or equity. All rights and remedies are cumulative and may be exercised singularly or concurrently.

10. **MISCELLANEOUS PROVISIONS**.

    (a) Binding Effect, Change and Assignment. This Agreement shall be binding on and inure to the benefit of each of the parties and its affiliates, successors and assigns. All additions, modification and assignments to this Agreement must be in writing and must be signed by both parties.

    (b) Waiver. The rights and remedies of NNC are cumulative and not alternative. Neither failure nor delay by any party in exercising any right under this Agreement will operate as a waiver

of such right. No single or partial exercise of any such right will preclude any further exercise of such right or exercise of any other right.

(c) Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and will remain in full force and effect.

(d) Costs and Attorney Fees. In the event of litigation or arbitration arising out of, or in any way related to any provision set forth in this Agreement, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, litigation, in bankruptcy, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the arbitrator or court.

(e) Arbitration. Any dispute arising out of or in connection with this Agreement, including but not limited to, any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the American Arbitration Association which rules are deemed to be incorporated with reference to this section. Any party may, without inconsistency with this Agreement, seek from a court any interim or provisional relief that may be necessary to protect the rights or property of that party pending the selection of the arbitrator (or pending the arbitrator's determination of the merits of the controversy or claim).

(f) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York and Pennsylvania.

(g) Entire Agreement. This Agreement constitutes the entire agreement and understanding among the parties and supersedes all prior or contemporaneous agreements and understandings, oral or written, related to the disclosure of the Confidential Information.

(h) Counterpart; Facsimile. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The Receiving Party agrees that the delivery of this Agreement by facsimile transmission will be deemed to be an original of the Agreement so transmitted and at the request of any party, the other party will confirm facsimile transmitted signatures by signing an original document.

(i) No Agency. Neither the execution, delivery or performance of this Agreement will be construed to constitute either party as an agent or representative of the other party for any purpose, or to establish a joint venture or partnership between the parties. Neither party has the authority to bind the other party by or to any contract, representation, understanding, act or deed, represent to any other individual or entity that either party is an agent of the other party, or represent to any individual or entity that either party is responsible for the acts or omissions of the other party.

(j) Notice. Any notice or other communication under this Agreement will be in writing and delivered personally or sent by overnight mail or by facsimile transmission to the address of the party as set forth on the signature page of this Agreement or to such other address as one party may give to the other pursuant to this section.

By signing this Agreement, the Receiving Party has executed this Agreement as authorized representatives of the party as of the date below or date in which Confidential Information was provided, whichever is earliest.

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EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ACKNOWLEDGED AND ACCEPTED BY:

NUVEEN NATURAL CAPITAL, LLC (NNC)	**(RECEIVING PARTY)**
By: _____ Authorized Signature	By: _____ Authorized Signature
Name: _____ (Print or Type)	Name: _____ (Print or Type)
Title: _____	Title: _____
Date: _____	Date: _____

ADDRESSES FOR NOTICES:

Nuveen Natural Capital, LLC	**Receiving Party**
	_____
One Main Place	_____
101 SW Main Street, Suite 1500	_____
Portland, OR 97204	_____
Attn: Richard Haight	Attn: _____
Email: richard.haight@nuveennc.com	Email: _____
Tel: (206) 409-5353	Tel: _____
	Fax: _____