Please return signed agreement to LandVest at jburt@landvest.com

CONFIDENTIALITY AND WAIVER AGREEEMENT

The undersigned Interested Buyer ("Buyer") is being provided detailed property information related to *Valley Creek Timberlands* ("Property") located in central Alabama and issued by *LandVest, Inc.* ("Broker") on behalf of *Valley Creek Land and Timber, LLC and Alabama Renewable 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 recipient's agents and employees (including counsel and financial advisers) who need to know the information for the purpose of evaluating the Property; (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 (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 buyers. 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, 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.

Buyer further voluntarily assumes all risk and responsibility in connection with entry upon the Property for the purpose of property analysis. 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. Buyer hereby releases Seller 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: