

CONFIDENTIALITY AGREEMENT

We have furnished or will furnish you with certain financial, business and other information relating to Timbervest Partners II Pennsylvania, LLC, Domain Timber Advisors, LLC and/or their affiliates (collectively "Domain") and to certain property managed and/or owned by Domain (a) located in Centre and Clinton Counties, Pennsylvania and known by Domain as the "State College" purchase unit, and (b) located in Clarion, Forest, Jefferson, and Venango Counties, Pennsylvania and known by Domain as the "Clarion" purchase unit (collectively, such real property shall be referred to as "Property"), which is either non-public, confidential or proprietary in nature. Such information, in whole or in part, together with (i) all analyses, compilations, computations, studies, forecasts or other documents prepared by you, your agents or employees, which contain or otherwise reflect such information, and (ii) any discussions or negotiations between you and Domain and the fact that any discussions and/or negotiations are taking place, are hereafter referred to as the "Information." The terms "You" and "Your" are used herein to refer to you, your directors, officers, employees and representatives, and any person controlling, controlled by or under common control with you, who is in possession of or who has knowledge of the Information.

In consideration of Domain furnishing you with the Information it is agreed as follows:

1. The Information will be kept confidential and shall not, except as otherwise provided in this letter, without the prior written consent of Domain, be disclosed by you, your affiliates, representatives, agents, employees or attorneys, in any manner whatsoever, in whole or in part, and shall be used by you, your affiliates, affiliated corporations, representatives, agents, employees, attorneys or potential funding sources on a need to know basis. Moreover, you agree to transmit the Information only on a need to know basis and to your affiliates, affiliated corporations, representatives, agents, employees, attorneys or potential funding sources who are informed by you of the confidential nature of the Information and who agree to keep the Information confidential. You shall be responsible for any breach of this Confidentiality Agreement (the "Agreement") by your affiliates, affiliated corporations, representatives, agents, employees, attorneys, or potential funding sources, and agree to take precautions deemed by you to be reasonably effective, contractual or otherwise, to prevent unauthorized use or disclosure of the Information.

2. The term "Information" does not include information that: (a) becomes generally available to the public or any segment thereof other than as a result of a disclosure by you or anyone to whom you transmit the Information; (b) was available to you on a non-confidential basis prior to its disclosure to you by Domain; or (c) becomes available to you on a non-confidential basis from a source, other than Domain, who is not bound to Domain to keep such information confidential.

3. At Domain's request or upon cessation of financial and business discussions between the parties (i) the Information and all copies thereof, except for the portion of the Information which consists of analyses, compilations, studies or other documents prepared by you, your agents or employees, will be returned to Domain promptly upon Domain's request and no copies thereof shall be retained, and (ii) that portion of the Information which consists of analyses, compilations, studies or other documents prepared by you, your agents or employees will be held

by you and kept confidential and subject to the terms of this Agreement, or destroyed at the request of Domain. Such destruction will be confirmed in writing at Domain's request.

4. In the event that you or anyone to whom you transmit the Information pursuant to this Agreement become legally compelled to disclose any of the Information, you will provide Domain with prompt notice thereof so that Domain may seek a protective order or other appropriate remedy. If such a protective order or remedy is not obtained, or should Domain waive compliance with the provisions of this Agreement, you will furnish only that portion of the Information which is legally required and will exercise your best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Information.

5. If you wish to access the Property while financial and business discussions are ongoing between the parties, you may do so at reasonable times and in a manner as may be required by Domain. Domain makes no representations or warranties with respect to the condition of the Property, and you assume all risk in entering the Property. You shall only enter the Property for purposes of its evaluation, and you shall not conduct any invasive testing of the Property without prior written consent of Domain. You shall indemnify, hold harmless, and defend (with counsel reasonably approved by Domain) Domain and its officers, directors, owners, managers, employees, representatives, and agents from and against any and all causes of action, claims, demands, liabilities, damages, costs, expenses (including but not limited to reasonable attorneys' fees and court costs) or causes of action, of every kind, nature and description relating to your access to, inspection of or presence on the Property.

6. The discussion and exchange of information contemplated hereby shall neither obligate either party to continue negotiations with the other party nor obligate the parties to reach or execute any agreement with respect to a possible transaction.

7. Except as otherwise expressly provided in this Agreement, neither party or any of its respective officers, directors, employees, stockholders, owners, affiliates or agents shall incur any liability to the other party by reason of the discussions, exchange of or use of the Information or negotiations had or to be had hereunder, or the termination thereof. You understand and acknowledge that neither Domain nor any of its representatives, agents, affiliates or assigns, makes any representations or warranties, express or implied, as to the accuracy, completeness, or correctness of the Information supplied hereunder, it being understood and agreed that only those particular representations and warranties made in connection with a definitive agreement, when, and if one is executed, shall have any legal effect.

8. It is understood that all (i) communications regarding this possible transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings, and (iv) discussions or questions regarding procedures, will be submitted or directed to the appropriate authorized personnel of Domain or its authorized representative.

9. You agree that Domain would be irreparably harmed by a violation of this Agreement and shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available to Domain at law or in equity.

10. It is further understood and agreed that no failure or delay by Domain in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise hereunder or the exercise of any right, power or privilege hereunder.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflict of law provisions.

12. The obligations of confidentiality set forth herein shall expire upon the earlier to occur of (i) two (2) years from the date on which you sign this Agreement as set forth below (the "Effective Date"), or (ii) the consummation of a transaction between you and Domain.

13. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any executed counterpart transmitted by facsimile or similar transmission by any party shall be deemed an original and shall be binding upon such party.

By signing below, the parties hereto represent and warrant that they have the authority to sign on behalf of the referenced entity. If the terms of this Agreement are acceptable to you, please indicate your agreement thereto by signing this Agreement at the place indicated below and returning one executed original.

**LANDVEST INC., ON BEHALF OF
DOMAIN**

By: _____

Name: _____

Title: _____

AGREED TO BY:

By: _____

Name: _____

Title: _____

Effective Date: _____