CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

_____ (the "Receiving Party") has requested certain information ("Information") from **Teredo Timber, LLC** ("Teredo") in connection with the potential acquisition by the Receiving Party of certain assets of Teredo (the "Transaction"). As a condition to furnishing the Information to the Receiving Party or its Representatives (which term includes all potential investors, and all employees, officers, managers, members, shareholders and directors of the Receiving Party and potential investors as well as their advisors, consultants, and agents), Teredo and the Receiving Party have executed this Confidentiality and Non-Disclosure Agreement ("Agreement") effective _____, 2016.

NOW, THEREFORE, the parties agree as follows:

1. **INFORMATION**. For purposes of this Agreement, the term "Information" means: (a) any information regarding the Transaction that is furnished to the Receiving Party or its Representatives by or on behalf of Teredo, whether furnished before, on, or after the date of the Agreement and regardless of the manner in which it is furnished or who furnishes it on behalf of Teredo; and (b) any notes, memoranda, analyses, compilations, studies, charts, diagrams, reports, videotapes, computer programs, projections or other documents prepared by the Receiving Party or any of its Representatives, that include or in any way reflect such information. Information does not include information, if any, that: (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives; (b) is or becomes available to the Receiving Party on a non-confidential basis from a source other than Teredo or its authorized representatives; provided that, to the Receiving Party's knowledge after reasonable inquiry, such source is not bound by a confidentiality agreement or otherwise prohibited from transmitting the information; (c) can be reasonably shown to have been within the Receiving Party's possession prior to its being furnished to the Receiving Party by or on behalf of Teredo; (d) can be shown to have been developed independently without use of any information from Teredo; or (e) the Receiving Party is advised by legal counsel that it is required to disclose pursuant to law, regulations, or for an order of a court of competent jurisdiction, provided that Teredo must be afforded a reasonable opportunity to limit such disclosure as provided in paragraph 2(b) below or otherwise as Teredo may elect, in its sole judgment, to preserve the confidentiality and non-disclosure of the Information. In addition, the Receiving Party shall treat as confidential the fact that Teredo and the Receiving Party are discussing a possible Transaction.

2. **CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS**.

(a) **PROPER USE OF INFORMATION**. The Receiving Party hereby agrees that it and its Representatives will (i) use the Information solely for the purpose of evaluating and completing the Transaction; and (ii) keep the Information confidential and not disclose any Information (or the existence of the potential Transaction) to any third party, except as may be authorized in writing by Teredo in advance of disclosure. The Receiving Party will be responsible for any and all failures of its Representatives to abide by this Agreement.

(b) **PROTECTION FROM DISCLOSURE**. If the Receiving Party is requested or required to disclose all or any part of the Information under the terms of a subpoena, discovery request, or other order issued by a court of competent jurisdiction or by another governmental agency, the Receiving Party will promptly notify Teredo of such request or requirement so that Teredo may intervene or seek an appropriate protective order or waive compliance with the terms of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is, in the opinion of its counsel, likely to be compelled to disclose Information or potentially be liable for contempt or suffer other censure or penalty, the Receiving Party may disclose only that portion of the Information that its counsel advises Receiving party should disclose and will exercise reasonable efforts to preserve the confidentiality of the Information, including, without limitation to cooperating with Teredo in its efforts to obtain assurance that confidential treatment will be accorded to that portion of the Information that is disclosed. The

provisions of this paragraph will not apply to any action or proceeding brought by either party against the other party to enforce the provisions of this Agreement.

(c) **RETURN/DESTRUCTION**. In the event that Receiving Party determines not to proceed with the Transaction and, in any event within five days after being requested by Teredo to do so, the Receiving Party will return or destroy all documents containing or reflecting any Information and such destruction will be certified in writing to Teredo by an authorized officer supervising such destruction. Notwithstanding the return or destruction of the Information, the Receiving Party and its Representatives remain subject to the confidentiality obligations set forth in this Agreement.

3. **TERM**. The Receiving Party agrees that the Information will be kept confidential by it and its Representatives for a period of two years from the date of this Agreement or until a definitive purchase and sale agreement is executed by Receiving Party and Teredo, whichever is sooner.

4. **OWNERSHIP.** All Information disclosed by Teredo will be and shall remain the sole and exclusive property of Teredo. In no event will the Receiving Party acquire or be deemed by virtue of this Agreement to have acquired any right or interest by license or otherwise, in or to the Information. Without limiting the generality of the previous sentence, the parties agree that no license to a party, under any trademark, patent, copyright or any other intellectual property rights, is either granted or implied by the conveying of Information to such party.

5. **NO REPRESENTATIONS AS TO ACCURACY.** Although Teredo has endeavoured to include in the Information all information that it believes to be relevant for the Transaction, The Receiving Party acknowledges that the Information is being provided without any representation or warranty, express or implied, as to the accuracy or completeness of the Information, including, without limitation, any cruise, inventory, or acreage information. The Receiving Party assumes full responsibility for all conclusions it derives from the Information and neither Teredo nor any of its managers, principals, employees, agents, representatives, affiliates or any other parties will have any will have any liability to the Receiving Party or its Representatives with respect to such conclusions or any Information or its accuracy or completeness.

6. **COMMUNICATIONS.** All communications with Teredo shall exclusively be made through its manager, Timberland Investment Resources, LLC.

7. OTHER.

(a) **AUTHORITY**. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

(b) **EQUITABLE RELIEF**. The Receiving Party agrees that money damages would not be a sufficient remedy for any breach of this Agreement by it or any of its Representatives and that Teredo is entitled to equitable relief, including injunction and specific performance, in the event of any such breach. Such remedies are not the exclusive remedies for a breach by the Receiving Party or its Representatives of this Agreement, but are in addition to all other remedies available at law or equity to Teredo.

(c) **AFFILIATES, SUCCESSORS, AND ASSIGNS.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

(d) **INTEGRATED AGREEMENT; MODIFICATION.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the parties.

(e) **SURVIVAL.** The provisions of this Agreement will survive any termination or closing of the Transaction, unless such provisions are expressly terminated in writing by the parties.

(f) **INTERPRETATION.** Each party acknowledges that it and its legal counsel have reviewed this Agreement. The parties agree that the terms and conditions of this Agreement shall not be construed against any party on the basis of such party's drafting, in whole or in part, of such terms and conditions.

(g) **CHOICE OF LAW; VENUE.** This Agreement is governed by and is to be construed in accordance with the laws of the State of Georgia without regard to its conflict of law provisions. The parties agree to submit to the jurisdiction of any State of Georgia court located in DeKalb County, Georgia or any federal court located in the Northern District of Georgia in any action or dispute resolution process arising out of the terms, enforcement, or breach of this Agreement.

(h) **ATTORNEYS' FEES.** If any legal action or proceeding is commenced by either party in order to enforce this Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party will be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including any appeal therefrom.

(i) **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable, such provision will not affect or invalidate the remainder of this Agreement, and to this end the provisions of this Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Agreement.

(j) **FACSIMILES AND E-MAIL.** Facsimile and e-mail transmission of any signed original document and retransmission of any signed facsimile or e-mail transmission, will be the same as delivery or execution of an original. At the request of any party, the parties will conform facsimile and e-mail transmitted signatures by signing an original document.

(k) **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which counterparts together will constitute the same instrument, which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties will not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties hereto have executed and delivered this Agreement as of the date first above written.

_____	**TEREDO TIMBER, LLC**
(The "Receiving Party")	
	By: Timberland Investment Resources, LLC
By: _____	Its: Manager
Name: _____	By: _____
Title: _____	Name: _____
Address: _____	Title: _____
_____	115 Perimeter Center Place, Suite 940
Telephone: _____	Atlanta, GA 30346
	Telephone: (404) 848-2000