

EXHIBIT G

Form of Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into as of the ___ day of _____, 20___, by and among, _____ ("Receiving Party"), and Manulife Investment Management Timberland and Agriculture 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 [insert project or transaction description] (hereinafter the "Transaction").

[Include if subject to Existing NDA: Disclosing Party has informed the Receiving Party that Disclosing Party has signed the Confidentiality Agreement attached hereto (the "Existing NDA"). Receiving Party agrees to observe all of the terms of the Existing Confidentiality Agreement, which apply to a Representative.]

1. Therefore, the Parties agree as follows: 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 **[Include if subject to Existing NDA:** (and includes all Confidential Information as defined in the Existing NDA)]. 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 generally known to the public at the time of disclosure or later becomes generally known through no fault of the Receiving Party;
 - (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 did not obtain such Confidential Information, subject to any confidentiality obligation; or
 - (d) is at any time independently developed by the Receiving Party as proven by its

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 required, and subject to confidentiality protection to the extent reasonably possible.
5. The Receiving Party shall not use the Confidential Information in any other connection or for any other purpose than 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. 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.
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 and (ii) the execution of a definitive agreement between the Parties regarding the Transaction.
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. 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 may result in irreparable injury to the Disclosing Party and that, in addition to its other remedies, the Disclosing Party may be entitled to 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.
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.

[Remainder of Page Left Blank Intentionally]

**MANULIFE INVESTMENT MANAGEMENT TIMBERLAND
AND AGRICULTURE INC**

By: _____
Name:
Title:

[*Name of Entity*]

By: _____
Name:
Title: