

12 December 2014

Undisclosed Client ("Client")

in care of:

Mr. Michael T. Pilon
Eaton Partners LLC
131 Rowayton Avenue
Rowayton, CT 06853

Dear Mr. Pilon

Letter of Intent

This letter sets out the basis on which legally binding documentation will be prepared to implement the purchase by Stafford International Timberland VII Fund and/or other Stafford clients ("Stafford") of Client's interest in Sustainable Woodlands Fund II LP, all managed directly or indirectly by The Molpus Woodlands Group ("Fund"). The proposed terms of the transaction are set out more fully below, but this letter does not constitute a purchase contract and is not intended in any way, except as set out in paragraphs 2 and 3 below, to be binding on or enforceable by or against either you, us or our respective clients.

1. Following Client's signing of this letter, we will proceed to negotiate with Client a definitive purchase agreement which will deal with, but not be limited to, the following matters:
 - a) Stafford will seek to purchase Client's entire ownership in the Fund (the "Investment"), free and clear of any liens or other encumbrances of any kind. Client's exact legal ownership interest in each of the Fund shall be confirmed by Stafford.
 - b) The purchase price for the Investment shall reflect a 14.9% discount to net asset value based on the 30 June 2014 accounts of the Fund.
 - c) The purchase price will be decreased by the amount of cash or other distributions, whether income or capital, received by Client from each Fund in relation to the Investment between 30 June 2014 and the settlement date.
 - d) The parties to the purchase agreement would make such representations and warranties as in their reasonable judgment, and that of their respective legal counsel, are appropriate to the transaction.
 - e) The closing would take place as soon as practicable after the execution of a definitive purchase agreement. Signing of the purchase agreement would be contingent on the satisfaction of certain conditions, including among others:
 - Completion of our tax due diligence process relating to the Fund;
 - Obtaining the approvals of third parties necessary to complete the transaction;
 - The continuing accuracy of all of Client's representations and warranties; and
 - The absence of any injunction, law suit or other judicial or administrative order or proceeding prohibiting the transaction.

- f) Client would bear 100% of all applicable sales, use, transfer or other taxes and 50% of all costs and expenses (if any) of The Molpus Woodlands Group or other Fund advisors payable by reason of the transfer of the Investment. Client would also bear 100% of any fees due and payable to Eaton Partners in connection with this transaction.
2. From the date hereof until a definitive purchase agreement is entered into:
- a) You and your officers, directors and agents, and those of any of your advisors or brokers, will not solicit offers from, negotiate with, agree to a previously tendered offer, or provide non-public information to any other person with respect to the sale of all or part of the Investment or any other matter within the ambit of this Letter of Intent.
- b) Unless otherwise required by law neither you nor we will issue any press release, or make any other public disclosure of the Letter of Intent or the negotiations contemplated herein, except by joint agreement.
3. Until the purchase agreement is consummated we will keep confidential any information (not otherwise publicly available) obtained from you regarding you and your business or that of your client, subject to any of our obligations under law or judicial or administrative process, and such information will be used only for the purpose of effecting the transactions contemplated by this Letter of Intent.
4. If a definitive purchase agreement relating to the transaction contemplated hereby has not been entered into by 16 January 2015, negotiations with respect to the proposal will terminate forthwith unless the parties agree that they be extended. Any such terminations would not affect the binding nature of numbered paragraphs 2(b) and 3 of this Letter of Intent.
5. Each of us will bear our own expenses in connection with the negotiation of a definitive purchase agreement and the other matters contemplated by the Letter of Intent.

If you agree with the terms of this Letter of Intent, please sign this letter in the space indicated and return an originally signed copy to the undersigned. If the copy is not so returned to us by 19 December 2014, the proposals set out in this letter will be deemed withdrawn.

Yours sincerely



Vince Cao
Director
Stafford Timberland

A Member of the Stafford Capital Partners Group of Companies

Letter Accepted and Agreed:

Name:

Title: