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January 17, 2014

Jack McIllwain Revocable Trust Timber Sale Notice

Bid Opening: Friday February 21, 2014 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

The Jack McIllwain Revocable Trust have authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood and pine timber located on their property near Vanleer in Dickson County, TN. The timber is located on 5 separate parcels and they are identified as Control Map 032 Parcel 007.03 (Tract 1), Control Map 031 Parcel 020.00 & 020.06 (Tract 2), Control Map 035 Parcel 009.00 (Tract 3), Control Map 031 Parcel 032.00 (Tract 4), and Control Map 036 Parcel 021.02.

General Description of Sale:

This is a 15 inch DBH select cut harvest consisting of 152.52 acres on 5 separate tracts. The tracts are identified in the notice as tracts 1-5. See attached maps for tract identity. Tract 1 consists of 30.12 forested acres, tract 2 has 55.21 forested acres, tract 3 has 60.28 forested acres, tract 4 has 3.20 forested acres, and tract 5 has 3.71 forested acres. Tract 1, 2, & 3 acreage was GPS'ed and cruised with a 10 BAF prism at 1 plot/acre. On tract 4 & 5 all eligible trees are marked with "Blue" timber marking paint. The volume estimates are as follows: 740,303 bdft of hardwood sawtimber, 1150 tons of hardwood pulp, and 787 tons of Loblolly pine. All hardwood sawtimber averages 167 bdf/tree. White oak makes up 30% of the sawtimber volume, followed by Yellow poplar (29%), and Hickory (13%). 259 White oak trees containing 31,937 bdft were estimated to be *Veneer* quality. 350 White oak trees containing 36,296 bdft were estimated to be *Stave* quality. (See Volume summary for details).

The proposed haul roads and landing decks are shown on the attached maps. The roads and decks can be changed at the convenience of Purchaser, but must be approved in advance by Seller or Seller's agent.

Location:

The 5 sale units are located in close proximity to each other near Vanleer in Dickson County, TN.

Tract 1: is located north of Leatherwood Rd. From HWY 49/HWY 235 intersection travel north on HWY 235 for approximately 0.5 miles. Turn left onto Leatherwood Rd. and travel approximately 1.1 miles and the tract will be located on your right. There is a logging road going up the hill, this is access to view the tract. There is possible access to bring timber out on the property to the east. This will be discussed at the show date. Each corner of the tract along the paved road is well flagged with Orange Flagging.

Tract 2: is located south of Leatherwood Rd. Again from HWY 49/HWY 235 intersection travel north on HWY 235 for 0.5 miles. Turn left onto Leatherwood Road and travel 0.1 miles and the tract begins on your left. Travel another 0.3 miles to the Northwest corner of the tract. There is room to pull off to view the tract. There is Orange Flagging located at this corner. This is the proposed access to log the tract.

Tract 3: is located south of HWY 49. From HWY 49/HWY 235 intersection travel west on HWY 49 for approximately 0.4 miles. There is an dirt access road to the tract just past the Mennonite Church. Travel the access road for approximately 0.4 miles until you reach the hay fields. You can travel the edges of the fields with vehicle. (See attached map for timber locations).

Tract 4: is located just south of HWY 49. From HWY 49/HWY 235 intersection travel west on HWY 49 for approximately 0.6 miles. The tract is located on your left. There is a tobacco barn directly across the road from the EUB Church. The trees eligible for harvest on this tract are marked with "Blue" timber marking paint.

Tract 5: is located east of HWY 49/235. . From HWY 49/HWY 235 intersection travel south back towards Vanleer for approximately 1.4 miles. The access road to the property is located off to the east through the open field just east of mailbox 4919. The trees eligible for harvest on the tract are marked with "Blue" timber marking paint.

Sale Description:

The sale units are identified on the attached sale maps. Tracts 1, 2, & 3 are to be cut to a 15 inch DBH (Diameter Breast Height). DBH is measured 4.5 feet above the ground on the uphill side of the tree. This is equivalent to about a 17 inch stump measuring 1 foot above the ground. On tract 1 there is Loblolly pine. There is no measurement limit on the pines; all pine trees are eligible for harvest. Tract 4 & 5 are marked with "Blue" timber marking paint. On these tracts only those trees marked are eligible for harvest. All property lines on each tract are well marked with Orange Flagging and fencing in places. The location of all roads, skid trails, and logging decks must be approved in advance by the owner or agent. BMP's must be applied throughout the sale.

Sale Showing Date:

There will be an on-site inspection of the timber on Wednesday February 5th at 9 AM CDT. We will meet at Tract 4 at the tobacco barn just off of HWY 49. Bidders are also welcome to look at the timber at your convenience. I would also be happy to meet with you on an appointment basis to show you the timber.

Terms of Sale:

BID OPENING: Sealed bids on a submitted lump sum basis only will be accepted until 10:00 AM CDT on Friday February 21, 2014 at which time they will be opened. The bid opening will be held at Mac Excavating located at 1140 Halliburton Rd. in Vanleer, TN. From HWY 49 turn west onto Cedar Creek Rd and travel 0.6 miles. Turn right onto Halliburton Rd. and travel 0.5 miles to 1140. Buyers are welcome to attend the bid opening. Bids may also be submitted by mail, fax, or email on the attached or similar Bid Offer Form, but must be received no later than 8:00 AM on February 21, 2014. (Morning of the bid). Please call if sending a fax to ensure it was received.

PERFORMANCE BOND: The Successful Bidder shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$7,500.00. This will be due at contract signing.

PAYMENT: 100% of payment for said timber is due at contract signing by March 7, 2014.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- Tracts 1, 2 & 3 acreage was calculated with a handheld GPS unit.
- Tracts 1, 2, & 3 timber volumes were determined by using 10 BAF prism plots at 1 plot/acre
- Eligible hardwood sawtimber volume equals 4,853 bdft/acre.
- Hardwood pulp/topwood tonnage was calculated on a per acre basis.
- The Map Scales on the attached maps is not correct due to file conversion, If you plan to look at the timber on your own and need a more detailed map please contact me prior to visiting the timber.

THE OWNER AND/OR AGENT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.
ONLY THOSE SUBMITTING A BID WILL BE ADMITTED TO THE BID OPENING.

Again you are welcome to inspect the tract at your convenience. Feel free to contact me if you have any questions relative to this sale.

Sincerely,

Jonathan Boggs

Jonathan Boggs
Arbor Springs Forestry

Jack McIlwain Revocable Trust
 Volume Summary
 152.52 +/- acres
 15 inch DBH Harvest

Hardwood Volume Estimates (Doyle FC 78), (Yellow Poplar FC 80)

Species	# of Trees	Bdft Volume	Average/Tree
White oak	1327	224,131	169
Yellow poplar	782	218,671	280
Hickory	763	92,728	122
Red oak	463	82,555	178
Mixed Hardwoods	484	54,219	112
Ash	185	24,092	130
Hard maple	233	20,854	90
Chestnut oak	53	9,060	171
Post oak	81	7,081	87
Black cherry	46	5,129	112
Chickapin oak	15	941	63
Black walnut	3	842	281
Total	4435	740,303	167

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	259	31,937	123
White oak Stave (3 Clear)	350	36,296	104
Total	609	68,233	112

Loblolly Pine	# of trees	Tons
Sawtimber 12+ inch dbh	648	787
Total	648	787

Hardwood Pulp/topwood	1150 Tons
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Notes:

Above volumes total the five tracts

* Veneer/Stave Volumes are out of the total volumes/specie

* Mixed Hardwoods Includes: Beech, Black gum, Sweet gum, Sycamore, Red maple, and Elm

* The above Volumes are estimates only. Bidders should satisfy themselves to the quantity and quality of said timber.

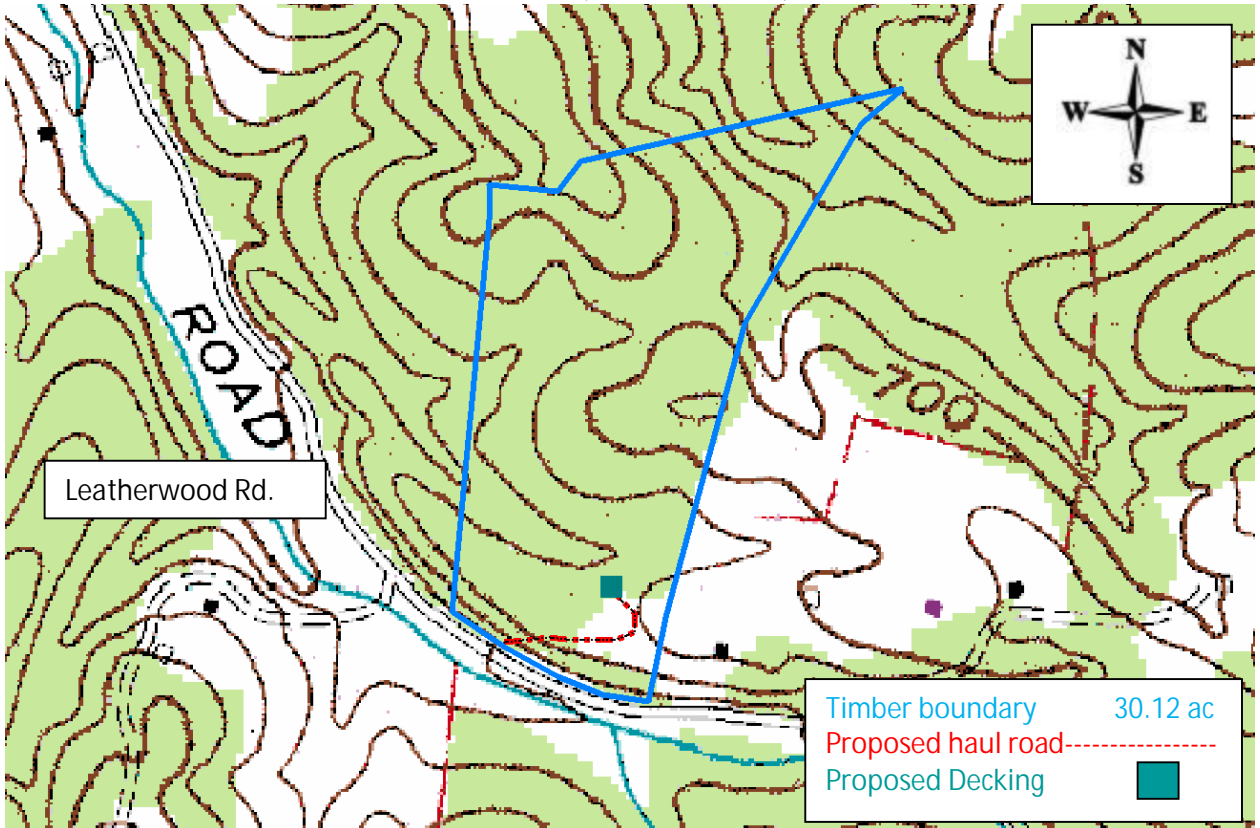
TERMS AND CONDITIONS OF SALE

1. The Purchaser agrees to make payment to the Seller at contract signing.
2. The Purchaser shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$7,500.00.
3. This Agreement shall be in full force and effect for a period of 2 years (24 months) from contract signing date. Should restoration work or timber removal not be completed prior to contract expiration due to inclement weather conditions, the Purchaser shall be granted an additional period for such restoration equal to the time of the suspension.
4. The Seller guarantees title to said timber and agrees to defend it against any and all claims whatsoever.
5. Notice of the intention of the Purchaser to begin removal of said timber shall be given to the Seller and the Seller's Agent, Arbor Springs Forestry, 333 Beechwood Drive, Burns, TN 37029, Phone: (615) 498-8700, at least 48 hours before any logging activity begins. A "PreHarvest" meeting will take place on premises before any said timber is removed.
6. Upon completion of all logging operations or as soon thereafter as conditions permit, the Purchaser shall smooth ruts, created by the Purchaser, out of all existing and newly created skid and truck roads, and the log landing(s) must be cleared of all debris related to the logging operation, smoothed and seeded if necessary. The purchaser agrees to install water diversion in accordance with Tennessee "Best Management Practices" suggestions to prevent erosion and water quality issues.
7. The Seller agrees to allow the Purchaser, his agents or employees, to enter upon said premises, for the purpose of removing the designated timber there from, and do such other things as may be necessary in connection with the operation, including the right and privilege of the Purchaser to use sufficient and necessary space in and upon said premises to handle, load, and haul all timber covered by this Agreement, and no other.
8. Only trees under the terms of this Agreement shall be cut. Trees not designated for sale under this agreement shall be protected against unnecessary injury. No cut, broken, or uprooted trees shall be left hanging in standing trees. All trees cut shall be felled onto the premises of the Seller; any tree felled over the property line of the premises shall be brought back onto the premises immediately, and any damage that such activity creates shall also be repaired immediately.
9. On tract 1 all Loblolly pine trees are eligible for harvest.
10. The Purchaser shall remove all materials brought onto the premises prior to the expiration of the term of this Agreement and shall remove on a daily basis any papers, bottles, cans, and materials which may cause an unsafe, unsanitary or unsightly conditions.
11. Before entry onto the premises to conduct operations under this Agreement, the Purchaser and/or contract employees shall provide the Seller's Agent with Certificates of Insurance showing general liability insurance with a single limit of liability no less than One Million Dollars (1,000,000.00) and Worker's Compensation Insurance as required by law. The Purchaser shall maintain the general liability and worker's compensation policy throughout the contract period. The Purchaser shall not conduct any further operations during the term of this Agreement upon the premises after the expiration of insurance as shown by the certificate provided to the Seller's Agent until the Purchaser provides the Seller's Agent with such additional certificates evidencing the renewal or replacement of such insurance to fulfill the requirement of this paragraph. The Jack McIlwain Revocable Trust will be named as a "certificate holder" on the Purchaser certificate of insurance.
12. This Agreement shall not be assigned by the Purchaser without the written consent of the Seller. Purchaser shall have the right to use contract loggers for harvest operations.
13. The Purchaser shall indemnify and save the Seller and the Seller's Agent harmless from and against any and all claims for damages to property, or injury to, death of, any person, including employees of the Purchaser, of any action arising out of the actions of the Purchaser.
14. A detailed Timber Sale Contract with the aforementioned terms and conditions will be signed by both Seller and Purchaser at closing.

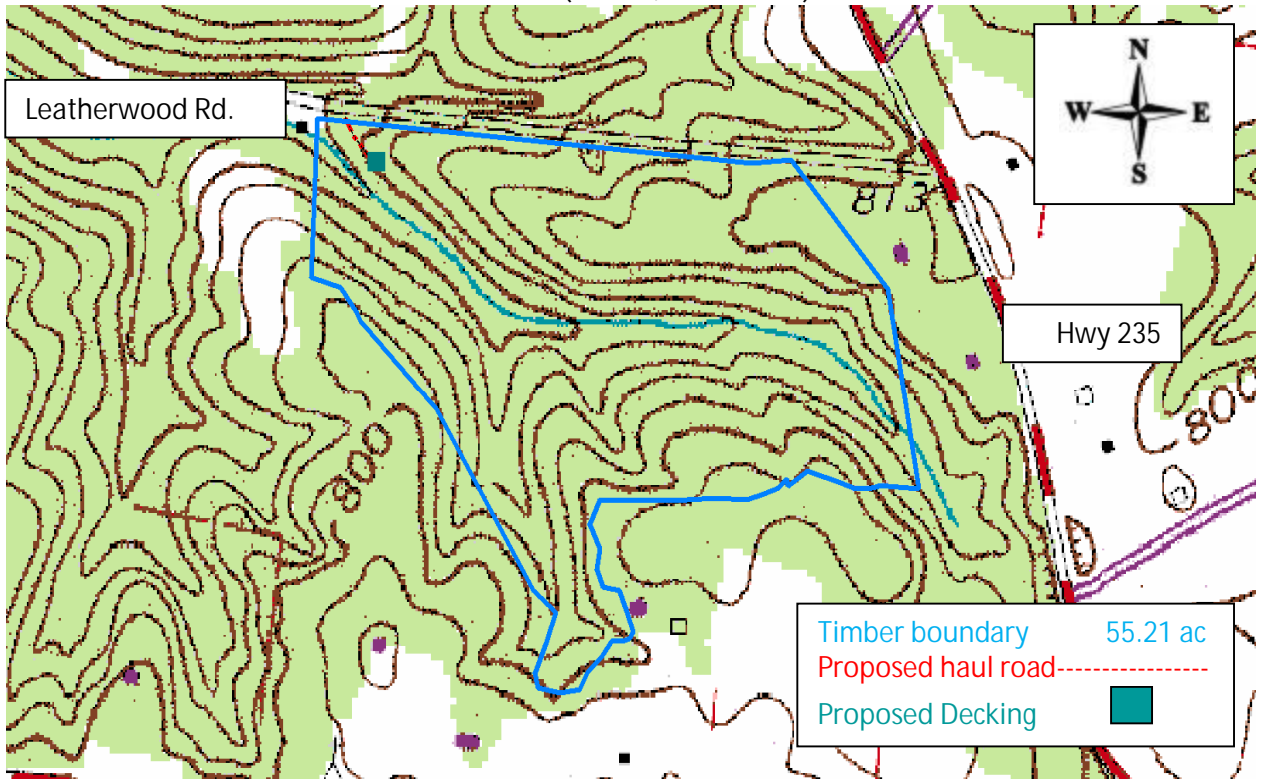
McIlwain Tracts (Location Map)



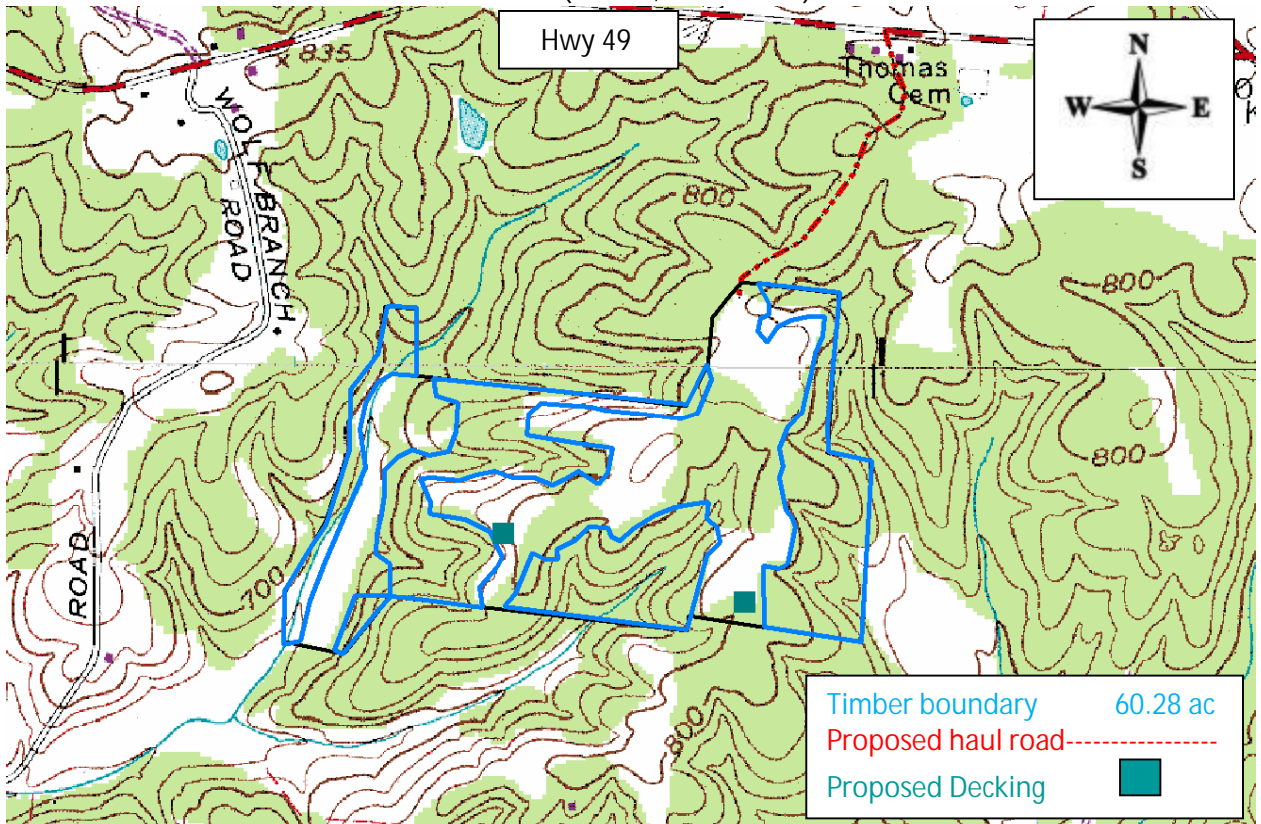
McIlwain (Tract 1, 30.12 ac)



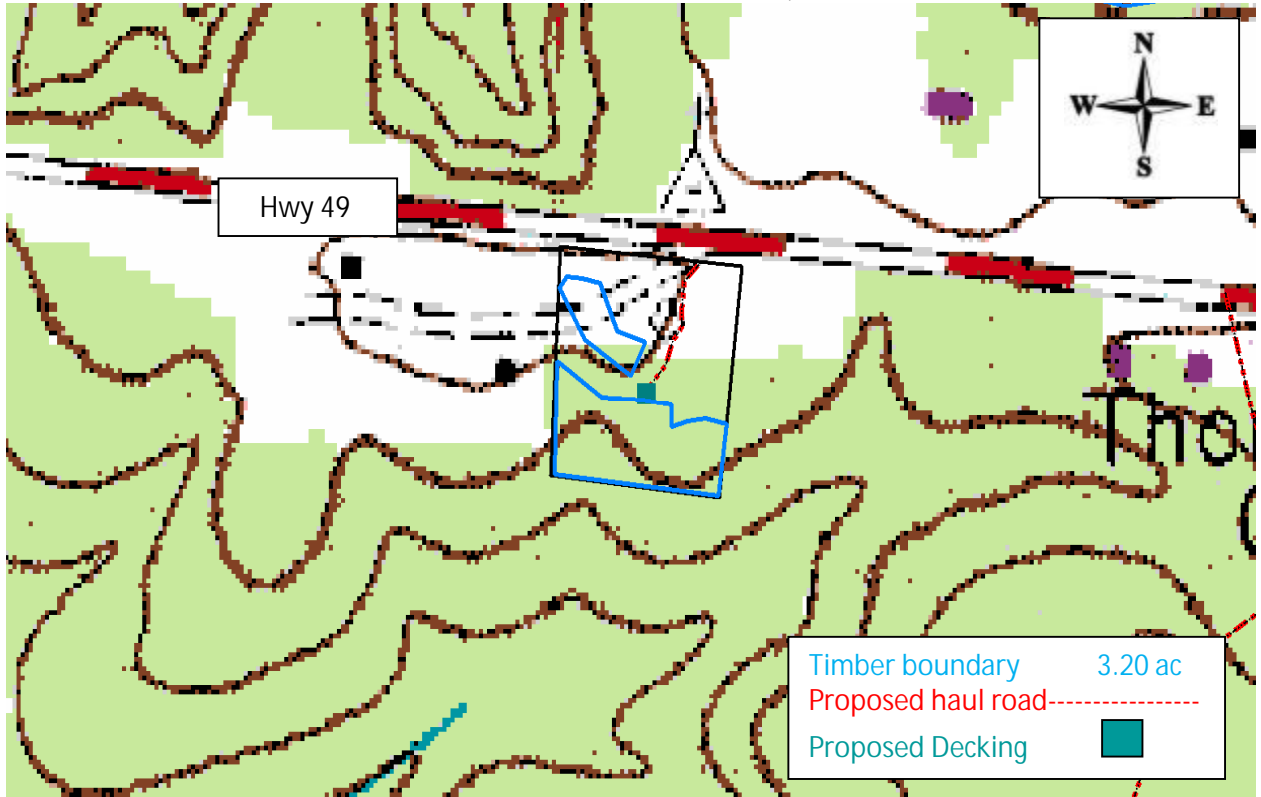
McIlwain (Tract 2, 55.21 acres)



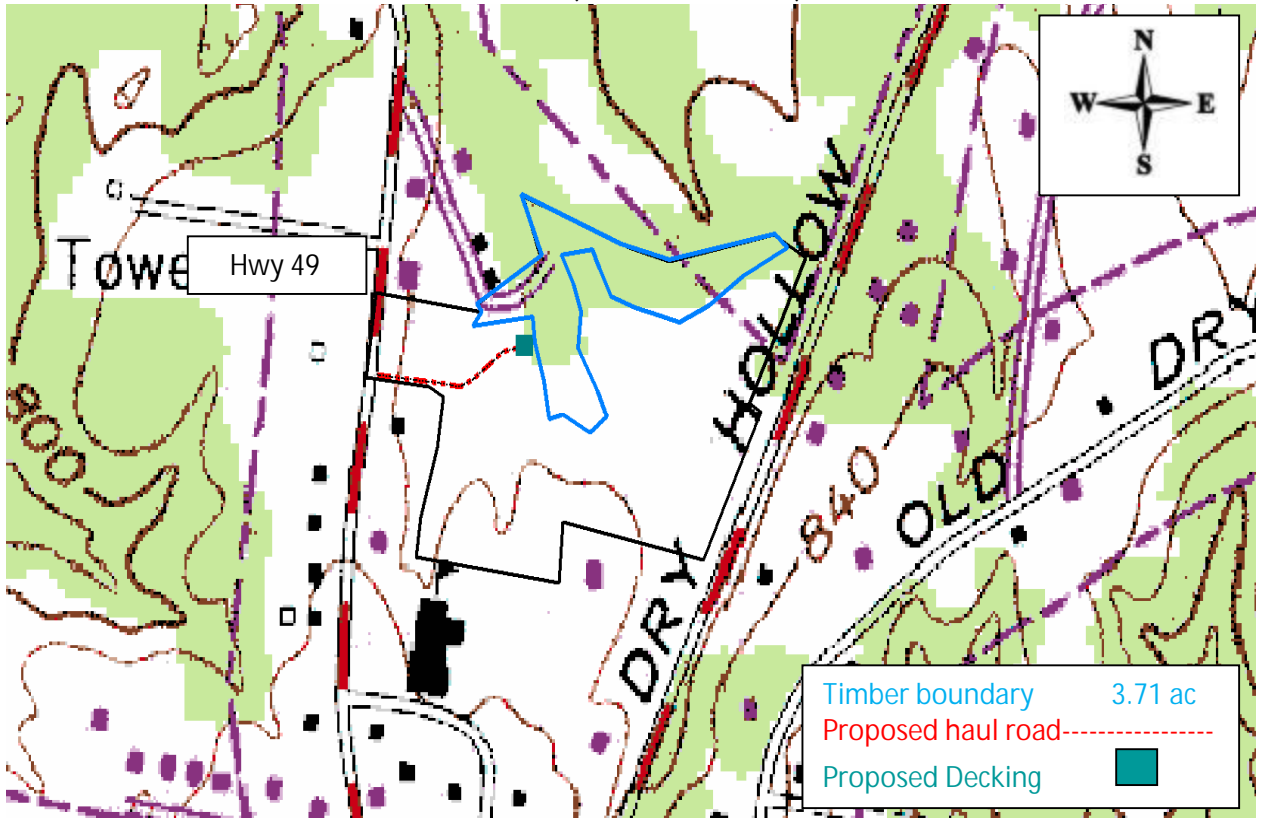
McIlwain (Tract 3, 60.28 acres)



McIlwain (Tract 4, 3.2 acres)



McIlwain (Tract 5, 3.71 acres)





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BID OFFER

For

Jack McIlwain Revocable Trust TIMBER SALE

In compliance with the invitation to bid and subject to the terms and conditions required by the seller, the undersigned agrees, to purchase certain timber offered for sale by the Jack McIlwain Revocable Trust, in Dickson County, TN, within 14 days after notice of acceptance by the seller.

My bid for timber offered for sale is: _____

Company Name _____

Street or PO Address _____

City/State/Zip _____

Phone _____

Cell _____

Fax _____

Email _____

Title _____

Authorized Signature _____

(Mail, fax, or email your bid as shown above. Or feel free to bring your bid to the opening at the time and place described above.)