



# GROWING ASSETS™

October 24, 2016

Dear Timber Buyer,

We invite you to bid on a very good tract of hardwood sawtimber located just southwest of Athens, AL at the intersection of Blackburn Rd. & Ripley Rd. in Limestone County, Alabama. The sale is of all merchantable timber on approximately 53 acres. Approximately 71% of the sawtimber volume is oak sawtimber. This site has paved county road frontage and is easily accessible.

**TWO FLEXIBLE BIDDING OPTIONS (please call us or see BID FORM if clarification is needed):**

- 1.) BUYER may bid a lump sum for all merchantable timber being sold, or
- 2.) BUYER may elect to bid a lump sum for all merchantable sawtimber, and include a separate bid for all pulpwood on a per ton price (please see BID FORM for clarification).

**NOTE:**

- Interior **BUFFER** boundaries are flagged on site with pink flagging.
- Interior **STREAM ZONE** boundaries are flagged on site with blue flagging.

Maps, our estimates of volumes, contract provisions to be included in the Timber Sale Agreement by which the timber will be conveyed, and a bid form are enclosed. The seller reserves the right to reject any and all bids and to waive any informality in bidding. Seller and/or Agent make no warranty or guarantee, expressed or implied, as to the quality, quantity, or kind of timber on this property.

We will be pleased to show this timber to any prospective bidder who requests our assistance. Sealed bids for the lump sum sale of this timber will be accepted by the Growing Assets, LLC until 2:00 p.m., Thursday, November 17<sup>th</sup>, 2016, at our office at 112 S. Main Street, Suite 201, Tuscumbia, AL 35674 at which time and place they will be opened. Mailed bids shall be sealed and marked "HARBIN" on the envelope. Questions and/or requests should be directed to us using the contact information at the bottom of this letter. Faxed bids must be sent to fax # (256) 383-2990. Bids can also be emailed to [cheri@naturalrg.com](mailto:cheri@naturalrg.com) in the form of a scanned copy of the completed bid form. **Receipt of faxed or emailed bids must be confirmed prior to bid opening by calling (256) 383-8990.**

Sincerely,

Justin M. Tapp, R.F.

# CONTRACT PROVISIONS

## Harbin Timber Sale

**Bid opening Thursday, November 17, 2016, 2:00 p.m.**

The sale will be of all merchantable timber on approximately 53 acres identified as "SALE AREA" (clear cut) and shown on the map attached hereto as EXHIBIT A. No timber is being sold from the identified STREAM ZONES nor from identified BUFFERS. The land on which the timber is to be sold is described as being:

A tract of land owned by the Seller and located in a portion of the East 1/2 of Section 28, Township 3 South, Range 5 West, Limestone County, Alabama.

Boundary lines shown on the maps are deemed to be accurate but actual locations may differ. Stream Zones have been marked at the site with blue flagging. Buffers have been marked at the site with pink flagging.

SELLER discloses that Growing Assets, LLC is representing the interests of, and acting as AGENT for the SELLER.

**At BUYER'S option, BUYER may bid a lump sum for all merchantable timber being sold, or alternatively BUYER may elect to bid a lump sum for all merchantable sawtimber, and include a separate bid for all pulpwood on a per ton price (please see BID FORM for clarification).**

SELLER and/or its AGENT make no warranty or representations concerning the condition of the premises covered by this contract or the quality, quantity, or kind of the timber conveyed. BUYER assumes all risk of, and shall save SELLER and its AGENT harmless from: (1) all liability resulting from or in any way connected with BUYER's operation under this contract; (2) all liability resulting from the condition of the premises or the use of the premises by BUYER, his or her agents, servants, or employees; (3) damage sustained by BUYER's agents, servants, employees, licensees and invitees while traveling to and from the premises covered by this contract, (4) all liability under the Clean Water Act and all other federal, state and local environmental rules and regulations for activities by BUYER in his operations under this contract, including obtaining and complying with conditions of any required permits.

BUYER agrees to repair immediately any damages to fences or other improvements and to remove immediately any tops or other logging debris falling into any existing field, road, pond, Stream Zone or Buffer. Any damage to roads, ditches, bridges, fields, pastures, fences, planted pines, crops, ponds streams or buffers due to the activities of, or attributable to BUYER shall be evaluated by Growing Assets, LLC and paid for by the BUYER. BUYER agrees to remove any cans, bottles, papers, or other garbage generated during his operations hereunder on a daily basis. The location of all primary skid trails, processing decks (aka loading decks), and haul roads must be approved by AGENT prior to construction and/or use. All existing roads and/or trails will be left in as good a condition after the harvest is complete as prior to harvesting. BUYER also agrees to abide by Best Management Practices as published in "Alabama's Best Management Practices for Forestry 1993" as revised in 2007 while harvesting this timber.

BUYER shall be responsible for securing permission to cross private property as may be convenient or necessary in the performance of this contract. Ingress and egress over SELLER's land is guaranteed by SELLER. All agreements, covenants, duties, rights, privileges and powers contained in the Timber Sale Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, and assigns of the SELLER and the successors and assigns of the BUYER.

BUYER will be expected to deposit into the escrow account of Growing Assets, LLC \$3,000 prior to commencement of harvest operations as a performance bond. This deposit shall only be used in the event that BUYER does not comply with the contract provisions and expenses are incurred by the SELLER to correct damages. Any unused portion of the deposit shall be returned to BUYER either upon completion of the harvest or expiration of the timber sale agreement.

All operations covered by the agreement may be suspended by oral or written notice from Growing Assets, LLC without liability to the SELLER or its AGENT if the BUYER fails, in the judgment of Growing Assets, LLC to comply with any or all of the conditions of this agreement. This suspension will remain in effect until the violation is corrected.

BUYER agrees to remove the timber herein conveyed, or that portion of the timber which he desires to remove, by November 17, 2018. The expiration date of this contract shall be November 17, 2018 or completion of logging operations, whichever occurs first. Title to all timber not removed by BUYER prior to the expiration of this contract shall immediately revert to the SELLER.

BUYER shall comply with the Worker's Compensation Act of the State of Alabama and shall furnish upon request unto the SELLER evidence of BUYER'S compliance and shall carry full and adequate Worker's Compensation and Employer's Liability Insurance on all of BUYER'S workers and furnish evidence upon request thereof to the SELLER. BUYER shall maintain continuously during the term hereof, liability insurance in an amount not less than \$1,000,000.00 per occurrence. BUYER shall maintain continuously during the term hereof Comprehensive General Liability Insurance for personal injury and property damage, with combined limits of not less than \$2,000,000 per occurrence.

# BID FORM

## Harbin Timber Sale

Bid opening Thursday, November 17, 2016, 2:00 p.m.

Justin M. Tapp, R.F.  
Growing Assets, LLC  
112 S. Main Street, Suite 201  
Tuscumbia, AL 35674

We hereby submit to you, as agent for the Seller, our bid for the timber being sold from within the SALE AREA, and located on the property described as follows:

A tract of land owned by the Seller and located in a portion of the East 1/2 of Section 28, Township 3 South, Range 5 West, Limestone County, Alabama.

We understand and agree that this timber will be conveyed by a Timber Sale Agreement containing, among others, the paragraphs and maps made a part of your prospectus of the sale. We also understand that the sellers reserve the right to reject any or all bids and to waive any informality in bidding and further that the Seller or its Agent makes no warranty or guarantee, expressed or implied, as to the quality, quantity, or kind of timber on this tract.

We understand and agree that our bid, whether submitted in writing, by phone or by facsimile constitutes a binding offer to purchase. We also understand that we may bid a lump sum for all merchantable timber being sold (Option 1), or we may elect to bid a lump sum for all merchantable sawtimber, and include a separate bid for all pulpwood on a per ton price (Option 2).

### OPTION 1

A **LUMP SUM** for all advertised timber situated on the above described SALE AREA, we bid the following amount:

**LUMP SUM BID for ALL TIMBER:**

(\$ \_\_\_\_\_ ) \_\_\_\_\_

### OPTION 2

A **LUMP SUM BID** for all advertised **SAWTIMBER** situated on the above described SALE AREA, we bid the following amount:

**LUMP SUM BID for SAWTIMBER:**

(\$ \_\_\_\_\_ ) \_\_\_\_\_

A **PER TON BID** for all **PULPWOOD** situated on the above described SALE AREA, we bid the following amount:

**PER TON BID for PULPWOOD:**

(\$ \_\_\_\_\_ /ton ) \_\_\_\_\_

\_\_\_\_\_  
BIDDER:

\_\_\_\_\_  
BY (if other than individual):

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City, State Zip Code

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email Address

# AREA MAP



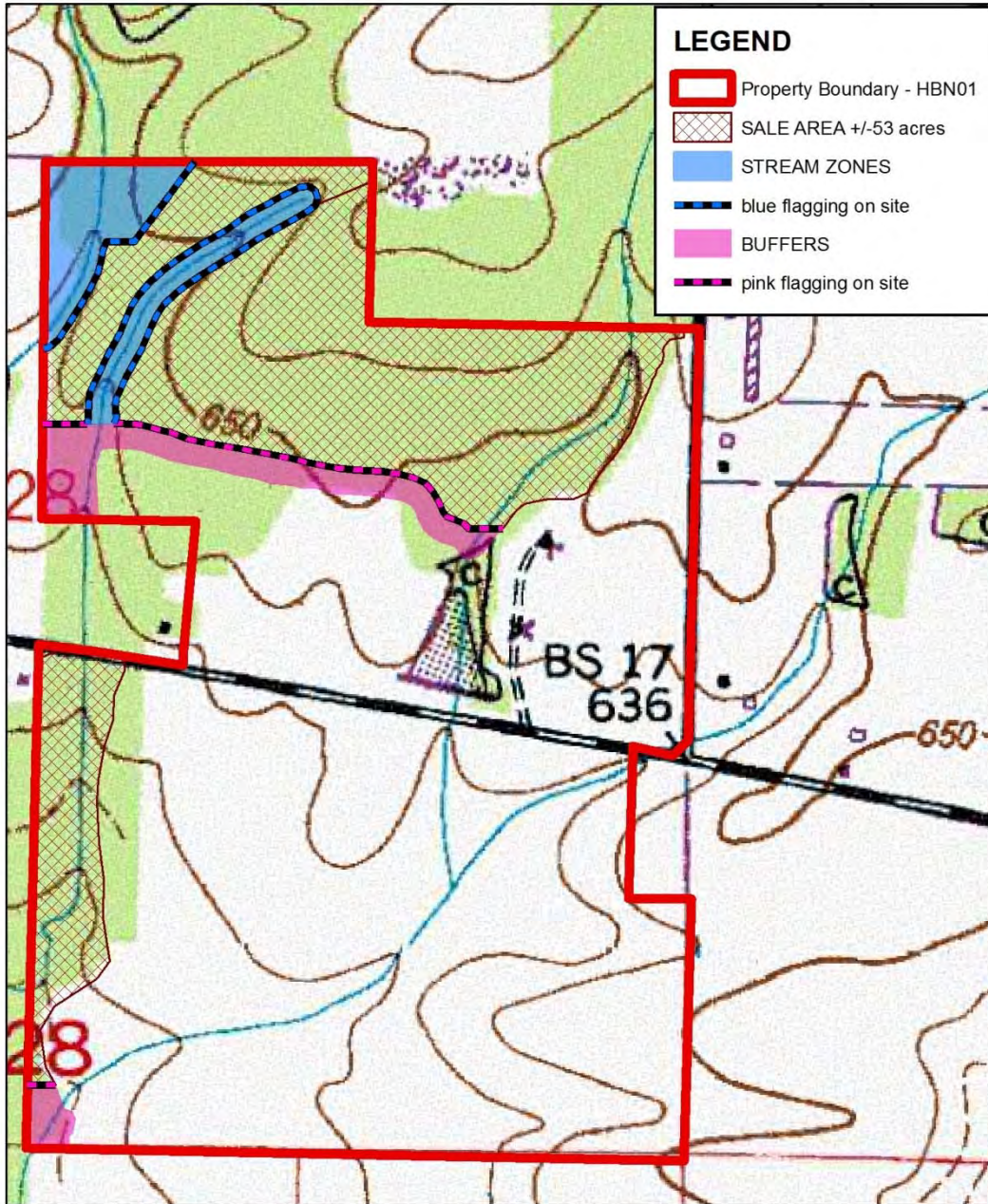
**West Limestone County, AL**

Growing Assets, LLC

**Growing Assets, LLC**  
112 South Main Street, Suite 201  
Tuscumbia, AL 35674

**Harbin Timber Sale**  
Township 3 s , Range 5 w  
Limestone County, AL

# SALE AREA MAP

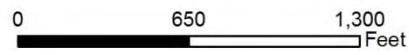


**LEGEND**

- Property Boundary - HBN01
- SALE AREA +/-53 acres
- STREAM ZONES
- blue flagging on site
- BUFFERS
- pink flagging on site

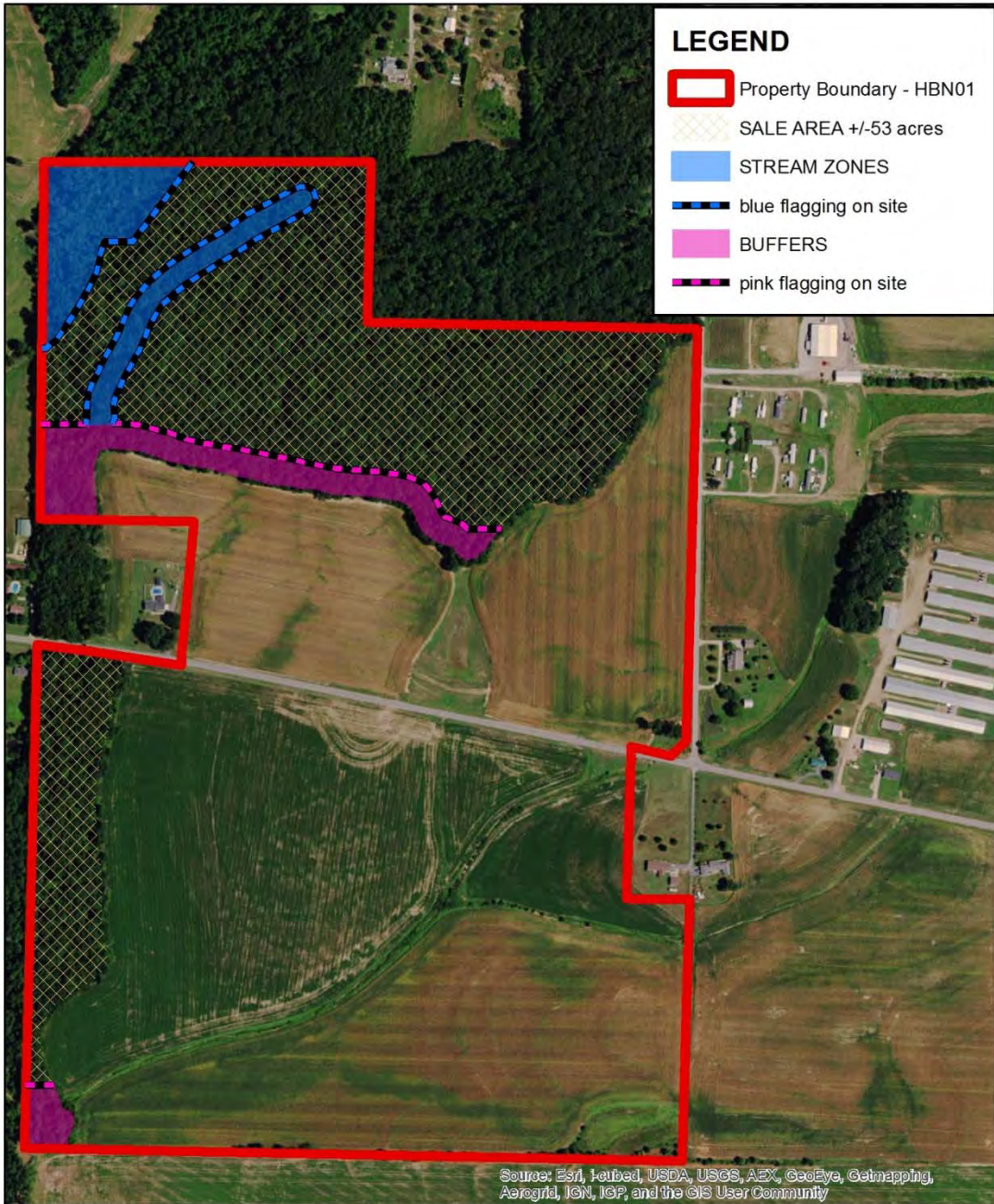
Growing Assets, LLC

**TRACT NUMBER  
HBN01  
Harbin Timber Sale**



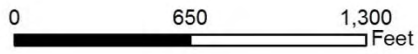
<p>We estimate the following sale volume on apx. 53 acres:</p> <p>1,471 tons Oak Sawtimber 605 tons Hwd Sawtimber</p> <p>1,649 tons Hwd Pulpwood</p>	<p><b>Growing Assets, LLC</b> 112 South Main Street, Suite 201 Tuscumbia, AL 35674</p> <hr/> <p><b>Harbin Timber Sale</b> Section 28, Township 3 South , Range 5 West Limestone County, AL</p>
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# SALE AREA MAP



Growing Assets, LLC

**TRACT NUMBER  
HBN01  
Harbin Timber Sale**



<p>We estimate the following sale volume on apx. 53 acres:</p> <p>1,471 tons Oak Sawtimber 605 tons Hwd Sawtimber</p> <p>1,649 tons Hwd Pulpwood</p>	<p><b>Growing Assets, LLC</b> 112 South Main Street, Suite 201 Tuscumbia, AL 35674</p> <hr/> <p><b>Harbin Timber Sale</b> Section 28, Township 3 South , Range 5 West Limestone County, AL</p>
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