

See this lease and other information at:

www.theforestpro.com

Hunting Lease Quick Facts

WHFRF

County: Lawrence Township: 8 & 9N Range: 20W Section: 2, 26, 34, & 35

Driving Directions: On page 4

WHO

Tract Name: Evergreen Properties

Land Owner: D. Evans
WHEN

Bid Date: July 31st, 2009 **Bid Day:** Friday

Bid Time: 10:00 a.m.
Bid Location: Forest Pro LLC Office

WHAT

Hunting Lease Acreage: 1,677.5 ac

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Lease Length: 3 yr lease increasing 3% automatically per year on Annual hasis.

Bid Type: Per Acre Special Provisions:

- 10% bid deposit required within 48hrs of successful bidder notification.
- Bidders may bid on the total property or any combination of the individual properties as designated on the map.
- Dog hunting restricted
- Landowner reserves the right to designate two individuals, of their choosing, be members of the hunting club contained within the area defined as tract

Access: Via Nola Road





Inside This Hunting Lease Invitation

Bid Form 2

Tract Maps 3-6

Location Map 8



June 10, 2009

"LARGE ACREAGE ALONG BEAUTIFUL FAIR RIVER!"

As agent for Evergreen Properties L.L.C., we invite you to submit a sealed per acre bid on the following described hunting lease located on the Evergreen Properties Tracts' in Lawrence County, Mississippi. The hunting lease includes the exclusive right to hunt and take game on 1677.5 acres. Additionally bidders will be able to bid on four tracts separately or on the property as a whole. Tract 1 will have a designated camping area for the use as a hunting camp.

This property includes all timber types from large hardwood bottoms to fresh cutover. It has over a 2.8 miles of frontage along Fair River and 1.4 miles of frontage along Dry Creek which should provide excellent hunting and fishing opportunities for years to come. An active timber management and prescribed burning program has enhanced the aesthetic appearance and game populations. Hunting lease properties like this one rarely come available so come see it for yourself.

Show me trip: Prospective bidders are invited to inspect the property on Saturday, July 18th, 2009, from 8-12 a.m. We will be available to help you tour the property and answer any questions.

<u>Date Bids Will Be Opened:</u> <u>Friday, July 31st, 2009, at 10:00 a.m.</u> at the office of Forest Pro LLC. Bids will be accepted by mail, email, or by fax (601 587-4406) on the authorized bid form included herein.

GENERAL BIDDING TERMS & LEASE CONDITIONS

- Bids received are considered acceptance of the terms and conditions set forth in this invitation.
- The seller reserves the right to reject any and all bids and to select as the successful bidder the one deemed most satisfactory in its judgment.
- 3. The risk of any inaccuracies in this invitation is assumed by the recipient of such invitation. No Express or implied representation or warranty is made as to the accuracy or completeness of the attached evaluation materials. Forest Pro LLC, seller, nor any advisors or representatives assume any liability resulting from the use of, or reliance upon the Evaluation Materials or any actual or alleged omissions in same.
- The Seller or Agent is not responsible for any injuries or loss that may occur from the inspection of the property. To inspect the property a Permit Release must be signed and faxed to Forest Pro LLC.
- 5. The term of the lease shall be for three consecutive years with the anniversary date of the lease, for payment of annual rental, considered as August 1. There shall be no proration of the full annual rental amount during the lease term. Subsequent annual rental rates will automatically increase by 3% of the previous year rental rates per year.
- 6. The lease shall be for the specific purpose of hunting by the lessee and accompanied guests. In the event of lease to a hunting club, a currently maintained list of members will be required and hunting shall be limited to club members and accompanied guests. No commercial hunting shall be permitted on the tract and the property may not be used for commercial hunting purposes. The number of hunters will be limited to 1 person/100 acres for this property.
- 7. Bidders and all individuals authorized to hunt premises must NOT have been convicted of a game violation in any state for the previous three calendar years prior to the date of the bid opening in order to qualify as potential lessees. Any violation of federal or state game laws and regulations on the premises by any individual authorized to hunt on the tract may result in immediate termination of the lease.
- All roads on the property must be maintained in good condition at all times and all property boundaries remarked and signs posted once during the lease period; all at Lessee's expense. No vehicles shall be operated under circumstances or in a manner

- that causes accelerated erosion or deep rutting. At least once a year, following deer and turkey hunting seasons, the lessee shall properly drain and restore any damaged all roads in accordance with Mississippi's Best Management Practices for Forestry.
- Lessee shall promptly report to the Forest Pro LLC any evidence of trespass, garbage dumping, beetle infestation of timber or other damage to the property.
- Lessee shall provide general liability insurance, with the landowner(s) & Forest Pro LLC named as co-insured, in the amount of ONE MILLION DOLLARS (\$1,000,000) with a company licensed and approved to do business in Mississippi.
- Successful bidders must execute and return a completed lease to the Forest Pro LLC along with lease payment within 15 days following receipt of the lease; otherwise, the bid may be deemed to have been withdrawn.
- Hunting related activities may begin as soon as the lease contract is consummated.
- Lessee agrees to indemnify defend and hold harmless the Leaser and their representatives from any such damages or claims of damages by third parties, their persons, property or equipment.
- If Leaser elects to maintain a hunting camp (Available on Tract 1 only), the Lessee agrees to;
 - Pay for all utility expenses (water, electricity, etc.)
 - Clean and maintain the property in a condition acceptable to the Leaser.
 - Acquire written permission from the Leaser before making any changes to or improvements on the property.
- 15. A 10% bid deposit is required within 48 hours of notification of a successful bid with the remainder of the lease fee due within 15 days. Failure to close within 15 days will forfeit the bid deposit and void the successful bidder.
- Landowner reserves the right to designate two individuals, of their choosing, be members of the hunting club contained within the area defined as tract 1.
- For more lease provisions download a copy of the sample lease from www.theforestoro.com.

Approved Bid Form Evergreen Properties L.L.C. Lawrence County, MS

Bid Date: Friday, July 31st, 2009

Bid Time: 10:00 a.m.

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Name:			_
	State:		
		one:	<u>-</u>
· ·	this invitation and the as		bed herein, that I accept the
•	s for the 2009-2010 hunti	ng season.	
Tract 1 (1,303.3	acres) with campground	\$	per acre
Tract 2 (212.3 act	es) no campground	\$	per acre
Tract 3 (80.3 acr	es) no campground	\$	per acre
Tract 4 (81.6 acre	es) no campground	\$	per acre
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Additionally I understand and agree that;

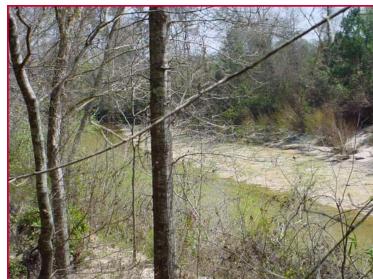
1. The price will increase at 3% per annum for the 2010-2011 hunting season and the 2011-2012 hunting season.

2. I have read the sample hunting lease and will conform with it's provisions.





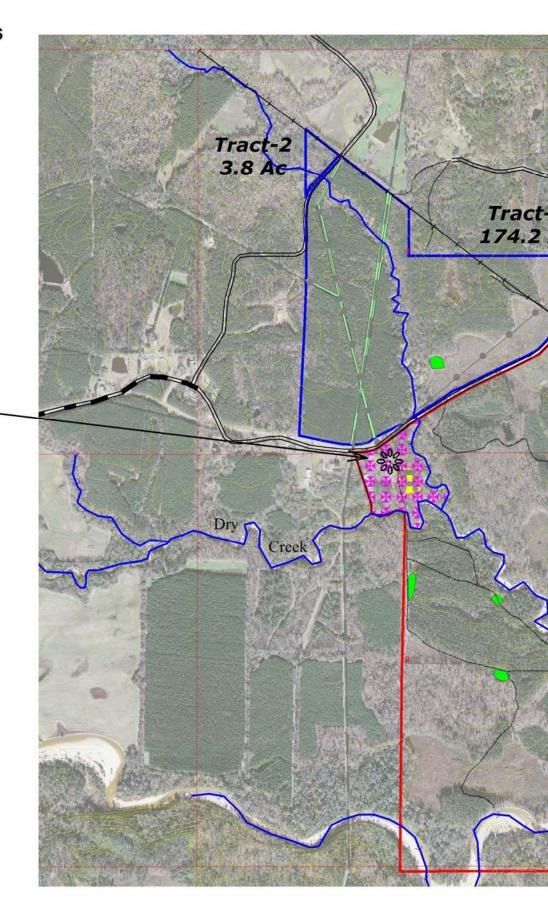








Evergreen Properties Tracts 1 & 2 Sections 2, 3, 4, 9, & 10 T7N, R10E, Lawrence Co. MS



Show-me-trip meeting site

Legend

Meeting Site ROADS(by Type) 'Primary Highway' - 'Railroad' = 'Unimproved' 'Woodland' **STREAMS Power Line** ■ Pipeline No Hunting Zone cont77 Campground pls77 Food Plots AvailableOpenings **TRACTS** LAWRENCE.SID

Scale = 1: 1200.00 (In: US Feet)

1200

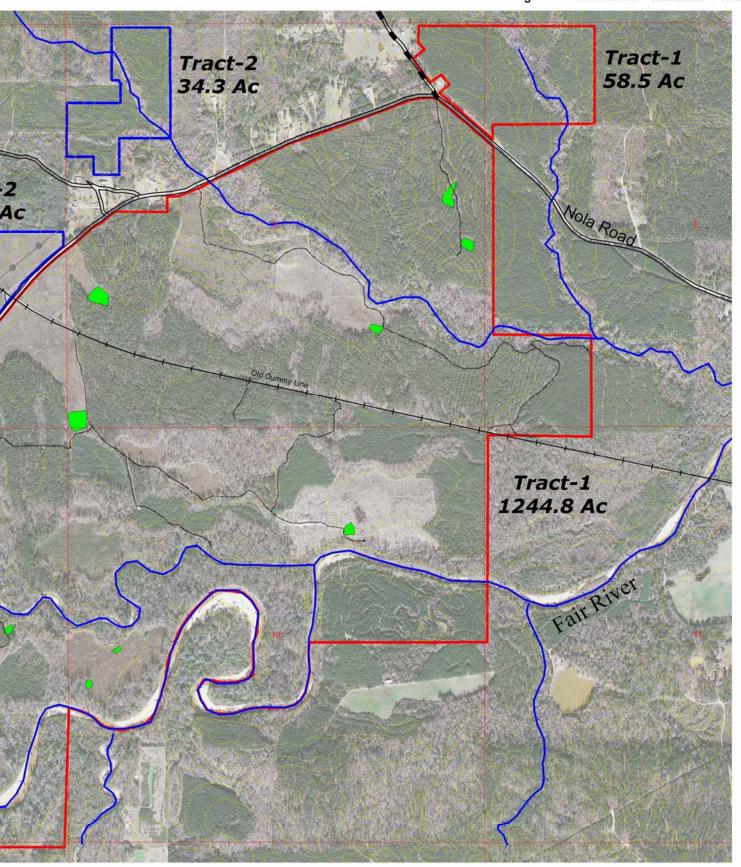
2400

3600 US Feet

05-27-2009







05-27-2009





