



Invitation to Bid

Holmes Tract

+/- 216 Acres - Carroll County, TN

Bid Deadline: Wednesday, September 4th, 2019 at 2:00 PM EDT

Compass South, Inc. (d/b/a Compass South Land Sales) ("Compass South"), and Domain Timber Advisors, LLC ("Domain") on behalf of its client Timbervest Partners III Tennessee, LLC ("Seller") are offering by **Lump Sum Sealed Bid** the sale of +/- 216 Acres, located in Carroll County, TN (the "Property" or "Holmes Tract").

Property Location: Located generally between Paris & Jackson, TN - the Holmes Tract is located just south of State Road 423 approximately 6 miles east of McKenzie.

Property Description: The Holmes Tract consists of varying ages of natural hardwood and pine plantations with approximately 3/4 of a miles of frontage along Robinson Levee Road.

Sale Method:

- The sale of the Property will be conducted through lump sum (not per acre) sealed bid process.
- Bidders must submit their bids on the bid form provided
- Mailed bids should be addressed to **Compass South Land Sales PO Box 1766 Walterboro, SC 29488**. "Holmes Tract Land Sale" should be clearly marked on the back of the envelope to protect security of the bid
- Bids may be delivered by fax to (843) 538-6112 or email to LandSales@CompassSouth.com - verbal bids will not be accepted
- To confirm bid receipt or with questions on the bid process you can contact Jared Walker at (843) 575-7788 or Jared@CompassSouth.com

TERMS AND CONDITIONS OF LAND SALE

Bid Date: Wednesday, September 4th, 2019 at 2:00 PM EDT

1. Seller reserves the right to accept or reject any or all offers. The bid must be for the entire Holmes Tract and the bid amount must be a lump sum amount.
2. Offers/Bids may be sent by mail, fax or email, but must be received by Compass South prior to bid opening on September 4, 2019 at 2:00 PM EDT.
3. Offers/Bids will remain valid through 5:00 PM EDT on Friday, September 13, 2019 to allow Seller time to review all offers/bids. If Seller accepts an offer/bid, the successful bidder will be notified at or before this date & time by telephone, email or fax.
4. A successful offer/bid will be followed with a formal Contract of Sale and earnest money in readily available funds (certified or cashier's check made payable to Seller) in the amount of 5% of purchase price as set forth in the Contract of Sale will need to be provided. A copy of the Contract of Sale, which will specify the terms upon which Seller proposes to effect the sale of the Property, can be provided upon request to prospective bidders prior to the Bid Date. The Contract of Sale (unaltered except to reflect the specific terms of the successful bid) will be executed by Seller and the successful bidder (and the earnest money delivered as provided above) within seven (7) business days after Seller's acceptance of the successful bidder's bid.
5. Closing of sale is to be held within thirty (30) days of the full execution of the Contract of Sale. If, however, Seller decides to accept a bid on the Holmes Tract, and it is determined a survey is required, Seller shall have sixty (60) days from the full execution of the Contract of Sale to obtain, at Seller's sole cost and expense, a survey of the sub-tract(s), and the closing shall occur fifteen (15) days thereafter. The purchase price will then be determined on a per acre price based on the actual survey acreage.
6. Advertised acreage is considered to be correct, but is not guaranteed. Provided maps are believed to be accurate, but not to be considered as surveyed. Any information provided by Compass South, Domain or Seller is subject to verification by all parties relying on it. No liability for its accuracy, error, or omissions is assumed by Compass, Domain or Seller. The Contract of Sale will not contain a due diligence/inspection period, so all bidders should perform such independent investigation with respect to the Property as they deem necessary or appropriate prior to submitting a bid. The Property is offered AS IS, WHERE IS.
7. Conveyance will be by Special Warranty Deed, subject to all matters of record and all matters that would be revealed by a survey of the Property, including, but not limited to, any and all previous mineral conveyances, reservations and exceptions, valid right of way, easements, leaseholds and to any protective covenants and restrictions. Title assurances will be made through a Title Insurance Policy at the successful bidder's expense.
8. Taxes will be prorated through date of closing. Seller will pay for deed preparation

and one half (1/2) of the deed transfer tax.

9. Seller will select the title company to conduct the closing, and will pay one half (1/2) of all recording fees.

10. Property inspections shall be done during daylight hours prior to Bid Date and all prospective bidders shall be accompanied by a Compass South representative. Compass South, Domain, and Seller in no way warrants the condition of the Property and all persons entering the Property assumes all risk and assumes all liability. All persons visiting the Property shall indemnify Seller, Domain and Compass South from any and all damages, claims, demands or causes of action of every kind related to the periods visiting and inspecting the Property.

11. Compass South, Domain and Seller expressly disclaim any and all liability for representations, warranties or statements contained in this document or any other written material furnished or information orally transmitted to a prospective bidder. The only representations or warranties with respect to the transaction will be those set forth in the Contract of Sale when, as and if such Contract of Sale is executed and subject to any limitations and restrictions as may be contained therein.

12. Compass South is expressly engaged in an agency relationship with Domain and Seller and represents the sale of the Property on their behalf.



Land Sale Bid Form

Bid Deadline: Wednesday, September 4th, 2019 at 2:00 EDT

Bids may be mailed to: PO Box 1766, Walterboro, SC 29488 or
sent via Fax to (843) 538-6112 or Email to: LandSales@CompassSouth.com

My offer will remain valid through 5:00 PM EDT on Friday September 13, 2019. If Seller accepts an offer/bid, the successful bidder(s) will be notified at or before that time by telephone, fax or email. If my offer is accepted, I am ready, willing and able to execute the Seller's form Contract of Sale (unaltered except to reflect the terms of the successful bid) within seven (7) business days with earnest money in the amount of five percent (5%) of the purchase price set forth in the Contract of Sale, in readily available funds (certified or cashier's check made payable to Seller). Closing is expected to be held within thirty (30) days after execution of the Contract of Sale.

I submit the following bid for the purchase of following Timbervest Partners III Tennessee, LLC tract(s):

Bid Amount	Tract	State	County	Acres
	Countyline	TN	Benton	387
	Dilatush	TN	Carroll	191
	Easley Boundary	TN	Henry	423
	Holmes	TN	Carroll	216
	Hood	TN	Carroll	176
	Loop Road	TN	Benton	98
	Poplar Creek	TN	Benton	303
	Silverman	TN	Henry	239
	Sulphur Creek	TN	Benton	380
	Tie Camp NE	TN	Benton	88
	Tie Camp SW	TN	Benton	222
	Tie Camp	TN	Benton	238

Total Bid Amount: _____

(Whole Tract amount, not per acre)

Bidder Name: _____

Fax Number: _____

Bidder Signature: _____

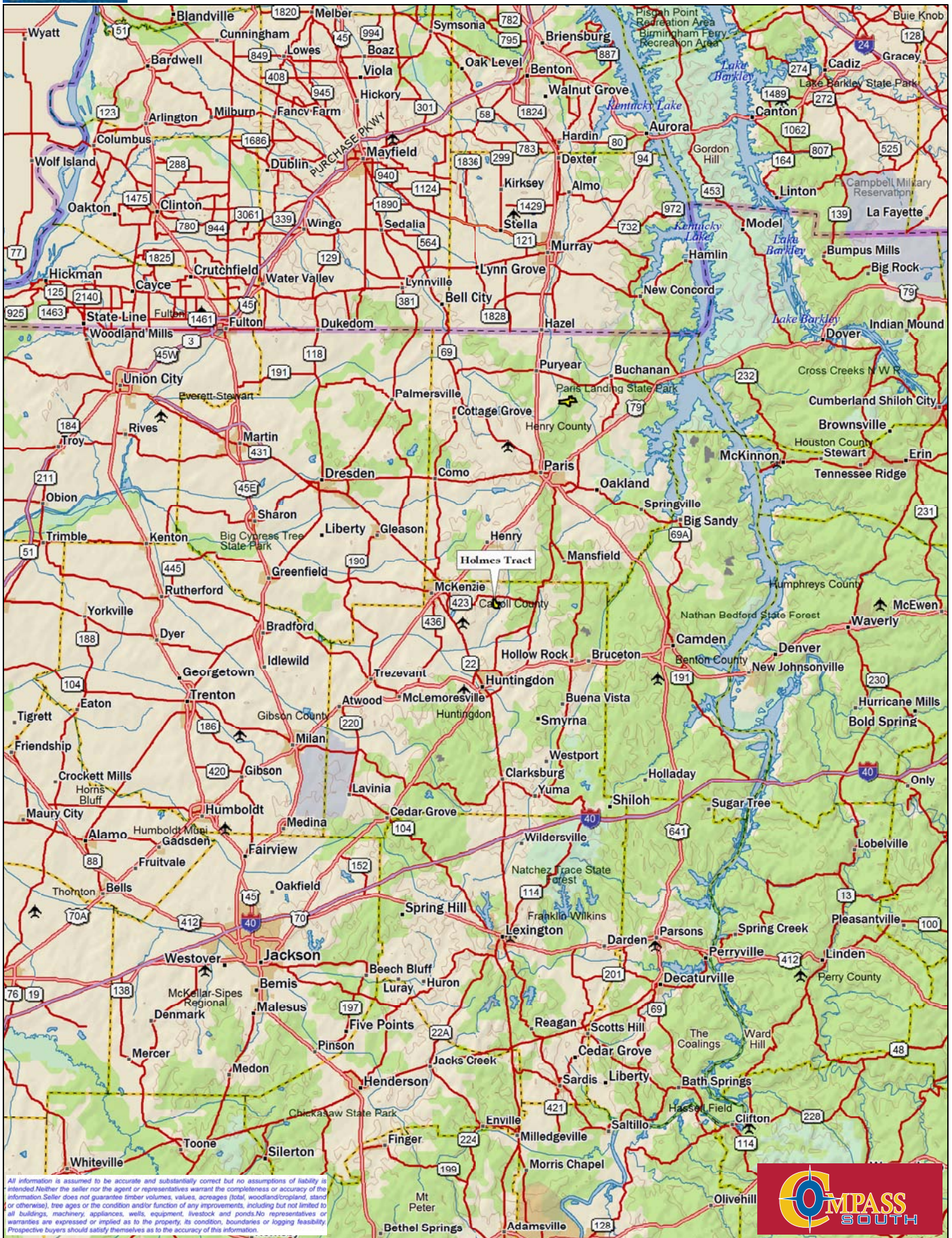
Phone Number: _____

Address: _____

E-mail: _____

City/State/Zip: _____

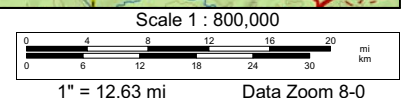
Date: _____

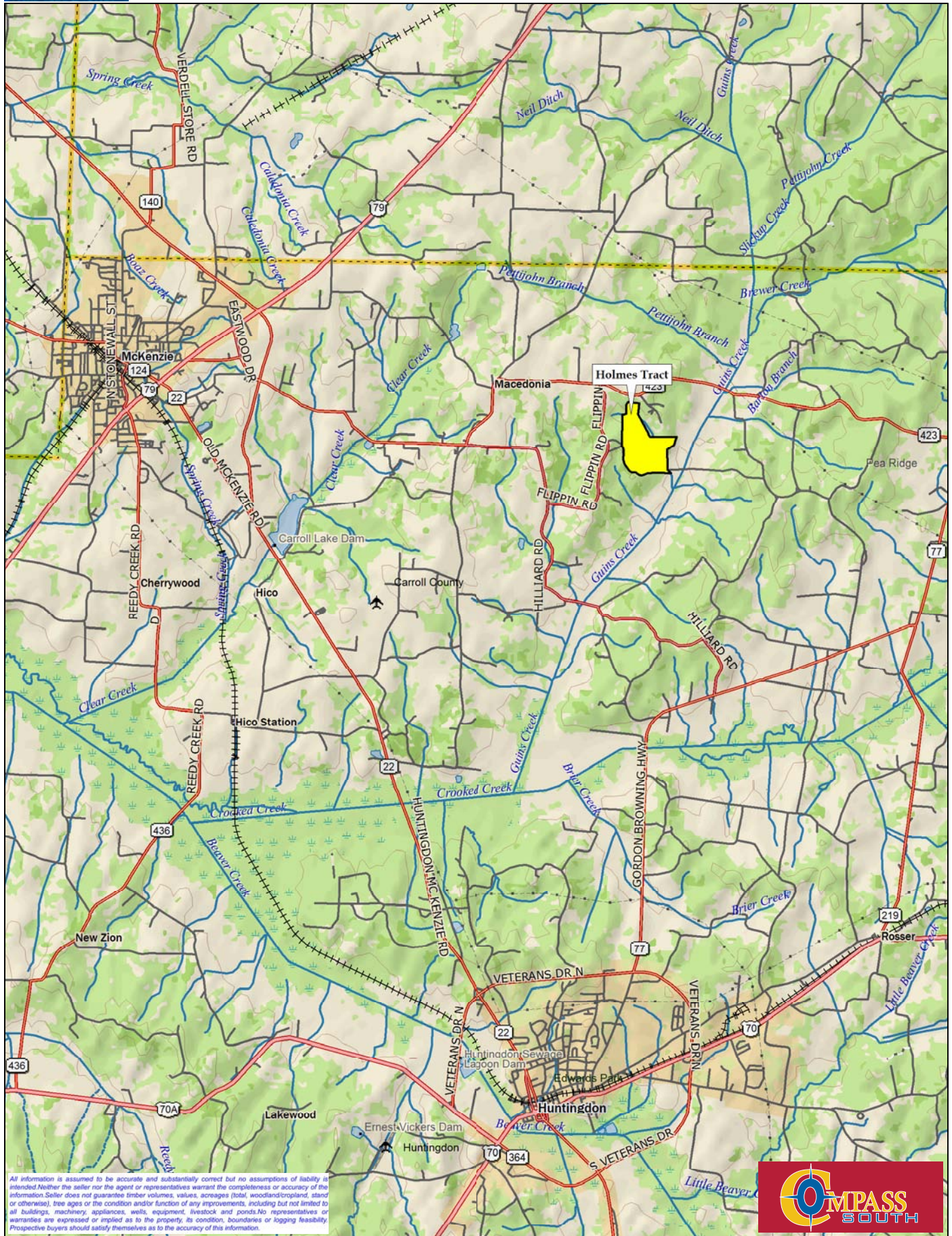


Data use subject to license.

© DeLorme. XMap® 5.2 GIS Enterprise.

www.delorme.com

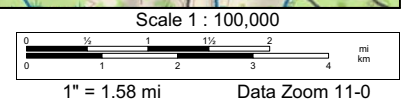




Data use subject to license.

© DeLorme. XMap® 5.2 GIS Enterprise.

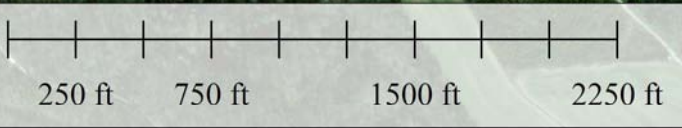
www.delorme.com



Holmes Tract +/- 216 Acres

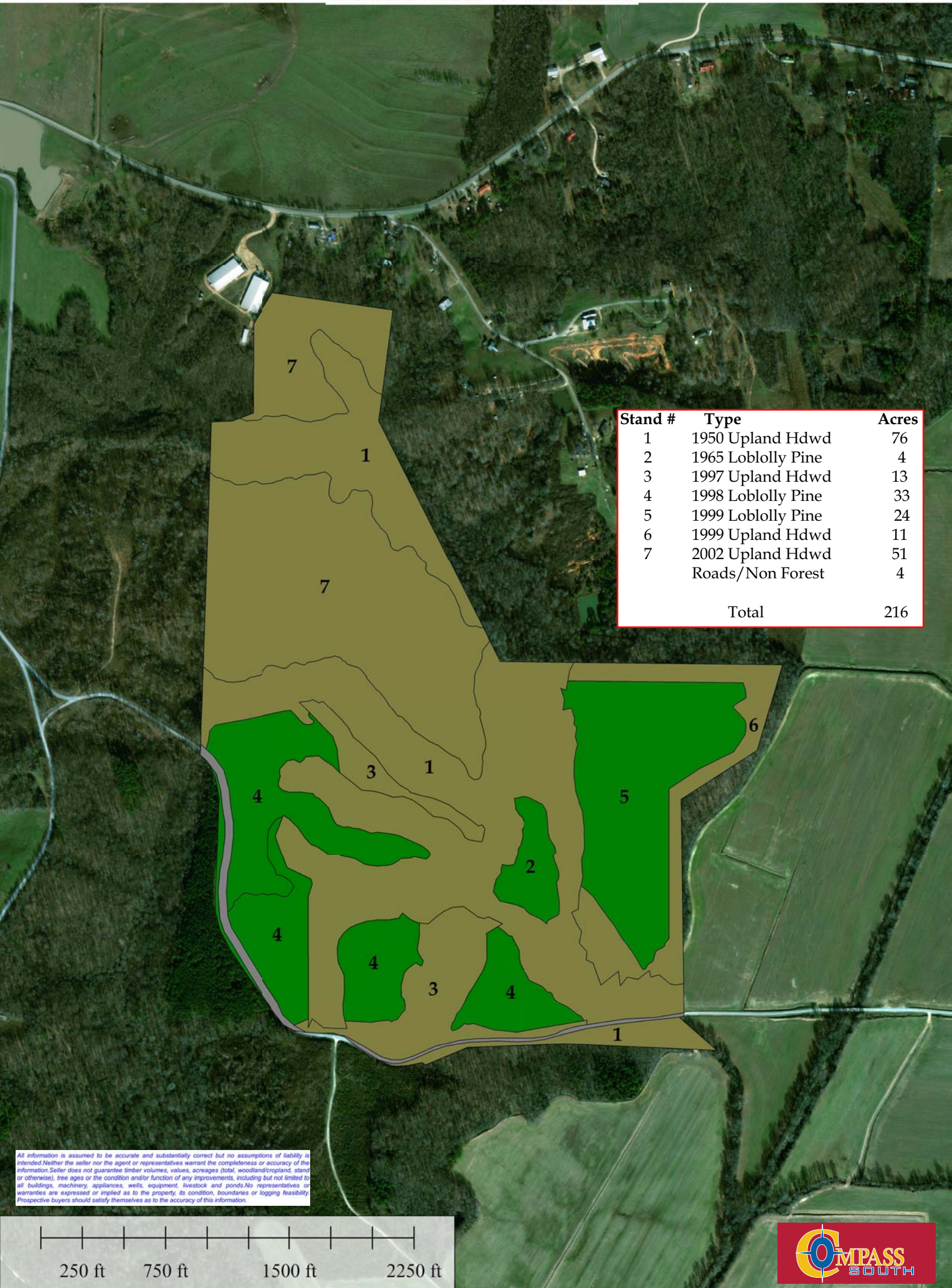


All information is assumed to be accurate and substantially correct but no assumptions of liability is intended. Neither the seller nor the agent or representatives warrant the completeness or accuracy of the information. Seller does not guarantee timber volumes, values, acreages (total, woodland/cropland, stand or otherwise), tree ages or the condition and/or function of any improvements, including but not limited to all buildings, machinery, appliances, wells, equipment, livestock and ponds. No representatives or warranties are expressed or implied as to the property, its condition, boundaries or logging feasibility. Prospective buyers should satisfy themselves as to the accuracy of this information.



Compass South, Inc.

Holmes Tract +/- 216 Acres



Stand #	Type	Acres
1	1950 Upland Hdwd	76
2	1965 Loblolly Pine	4
3	1997 Upland Hdwd	13
4	1998 Loblolly Pine	33
5	1999 Loblolly Pine	24
6	1999 Upland Hdwd	11
7	2002 Upland Hdwd	51
	Roads/Non Forest	4
Total		216

All information is assumed to be accurate and substantially correct but no assumptions of liability is intended. Neither the seller nor the agent or representatives warrant the completeness or accuracy of the information. Seller does not guarantee timber volumes, values, acreages (total, woodland/cropland, stand or otherwise), tree ages or the condition and/or function of any improvements, including but not limited to all buildings, machinery, appliances, wells, equipment, livestock and ponds. No representatives or warranties are expressed or implied as to the property, its condition, boundaries or logging feasibility. Prospective buyers should satisfy themselves as to the accuracy of this information.

