Timber Sale Notice
South Carolina Department of Corrections
Wateree River Farm
Sumter County, South Carolina

The South Carolina Department of Correction, hereinafter referred to as SCDC, is offering for sale certain timber on tract Wateree River Farm located on Wateree River Farm, Rembert, S.C. The sale area contains approximately 40 acres to be clear cut as shown on attached map, and is further described by North and East boundary Swift and Rafting Creeks, West boundary Wateree River and South boundary by lands owned by Dennis. Contact Paul Lewis at 803-518-9277 to view and cruise timber on April 9, 2013 at 10:00 AM only. This viewing is **mandatory and bids will not be accepted from non-participants.** Bids will be accepted on April 16, 2013 until 10:00 AM, at the Wateree River Farm Office. Buyer will have 18 months in which to remove the timber.

A pre payment of $50,000.00 and a performance bond in the amount of $10,00.00 will be required of the BUYER at the time of contract signing. The performance bond will be held in escrow by SCDC until successful completion of logging and then returned to the BUYER. Timber bid will be on a per ton basis as follows: Hard Hardwood Saw and Pulp, Soft Hardwood saw and pulp, Pine saw and pulpwood.

To gain entrance to the Wateree River Farm for cruising/appraisals of the timber being offered, prospective bidders should contact Paul Lewis at (803) 518-9277

Bids may be hand delivered prior to bid opening by phone or fax. The fax number is (803) 896-3497. Fax bids will be sealed upon receipt. Bids must be marked "Bid on Forest Products Sale Wateree River Farm", dated, and signed. Bids will be opened at 10:00 AM April 16, 2013 at Wateree River Farm Office. Bids may be phoned in to Paul Lewis on the day of the bid closing at (803) 896-3467.

Upon approval of the bid by SCDC, the successful bidder will have 30 calendar days to sign the contract. Payment shall be in the form of a corporate or certified check in the amount of the full purchase will be due at closing. Sale will be done by execution of the attached Tree Sale/Lump contract at a time and place agreeable to SCDC and the successful bidder.

The South Carolina Department of Corrections reserves the right to reject any or all bids for any reasons.

STATE OF SOUTH CAROLINA
County of Sumter

TIMBER SALE CONTRACT

This sale is made and entered into by and between S.C. Department of Corrections, 4444 Broad River Road, Columbia, South Carolina 29221, hereinafter called the SELLER and _____hereinafter called the BUYER.

Article 1. The SELLER hereby grants and conveys to the BUYER, upon terms and conditions hereinafter stated all the trees that have been marked or designated by the SELLER or his representatives.

The sale area is located on a tract of land known as the Wateree River Farm in the County of Sumter and the State of South Carolina, from which the SELLER is empowered to cut and/or sell forest products. Further description as follows:

Article 1. All those areas indicated by the attached map. The sale area will be further designated on the ground by the representatives of the SELLER.

Article 2. The BUYER agrees to pay the SELLER the sum of $ _____ per ton to cut Hard Hardwood Saw Timber (14" butt to 8" top), $ _____ per ton for Hard Hardwood Pulpwood, _____per ton to cut Soft Hardwood Saw Timber (14" butt to 8" top), $_____per ton to cut Soft Hardwood Pulpwood, $_____ per ton to cut Pine Saw Timber (14" butt to 8" top) and $ _____per ton to cut Pine Pulpwood. Payment amounts and dates of payment are to be as follows: weekly settlement. A pre payment of $75,000.00 and a performance bond of $10,000.00 must be posted at closing.

Article 3. The BUYER further agrees to cut and remove the above-described trees in accordance the following conditions; No trees shall be cut except those that have been marked or designated as follows: all merchantable trees within the boundaries as designated by the SELLER sale area Wateree River Farm. The cutting boundary is Rafting and Swift Creeks on the North and East, Wateree River on the West and lands owned by Dennis on the South. A 50-foot buffer will be maintained on Swift and Rafting Creek and the Wateree River. Any bridges spanning either Rafting or Swift Creeks must follow accepted guidelines of the SC Forestry Commission and the US Corp of Engineers and will be the exclusive responsibility of the buyer.

Nondesignated merchantable trees, if cut or unnecessarily destroyed, shall be paid for at the rate of triple stumpage using SCDC volume estimate.

Notify Paul Lewis, SCDC Forestry Manager before beginning a logging operation or for location and use of any roads, skid trails, and loading areas at (803) 518-9277.

Piling of limbs and debris will be allowed.

All trees shall be utilized in their tops to the lowest possible diameter for commercially salable material.

Rutting of property will not exceed 18" without approval of Paul Lewis, Forestry Manager.

All roads shall be approved by the SELLER or his agent.

The BUYER assumes responsibility for the suppression and damage resulting from all fires caused by him and his agents or employees.

BUYER agrees to repair at his own expense damaged caused by his operation to gates, bridges, culverts, or drainage ditches.

The SELLER shall not be liable for any damage or loss that might be incurred to property equipment of the BUYER in use on the property, stored on the property by the BUYER, or which is lost or damaged in any way connected to the harvesting, transportation, or removal of the trees sold to the BUYER.

If at any point conditions exist that warrant the SELLER to halt harvesting, then an extension for the time period halted will be granted to the BUYER.

The BUYER shall indemnify and save harmless the SELLER from and against all claims suites, actions, damages, and/or causes of actions arising as a result of any harvesting, removal, and/or transportation of the trees sold to the BUYER, for any personal injury, loss of life, and/or damage to property sustained by reason as a result of the BUYER's activities pursuant to this contract, and from and against any orders, judgements, attorney's fees, expenses, and liabilities incurred in and about the defense of any such claim and investigation thereof. Such indemnification and saving harmless includes, but is not limited to, power lines, telephone lines, roads, and highways.

Tops and debris will be removed from roads, trails, firebreaks, boundary lines, fields, rights-of-way, drainage ditches, and creeks as cutting progresses.

The BUYER agrees to remove all debris and litter, including cans, bottles, papers, etc. left by the logging crews. The BUYER will use guidelines of SCDC security procedures, also follow standard S.C. Forestry BMP manual.

SELLER warrants to BUYER that there are no known species entitled to protection under the endangered species act within the boundaries of or associated with this sale. When

there are known threatened or endangered species, located within or associated with any sale, the SELLER warrants to the BUYER that such species and their location/s will be made known to the BUYER, and will have been designated by the SELLER on site/s and that harvest trees/product designations are the sole responsibility of the SELLER and will be made so by individual tree markings, boundary markings, or by contract specification. In the event the BUYER or his agent discover any threatened or endangered species not known to and/or designated by the SELLER, the BUYER shall immediately halt harvesting operations and notify the SELLER. Should the SELLER halt the harvesting of trees/product because of regulatory changes or potential damage to a species or it habitat, the SELLER agrees to refund to the BUYER the value of the trees/product not at that point harvested provided the BUYER has already paid for said trees/product cut prior to harvest operations.

Article 4. It is mutually understood and agreed by the and between the SELLER and the BUYER as follows:

This contract shall terminate at 12:00 midnight 18 months from the date of this signing (_____). In the event of adverse weather/logging conditions, the BUYER and the SELLER will negotiate a contract termination extension. Determination of adverse/soil conditions shall be at the discretion of the SELLER who may halt logging operations due to said conditions.

This contract shall not be assigned in whole or part without written consent of the SELLER and the BUYER.

Any trees marked or designated as indicated in Article 3, cut or uncut, which are not removed on the date this contract terminates shall revert to the SELLER.

The BUYER and his agents shall have normal access on and across the property for the purpose of carrying out the terms of this contract. BUYER will have to abide by SCDC security regulations throughout the removal of trees throughout the contract.

The SELLER or the S.C. Forestry Commission (agent) reserves the right of checking cutting operations at anytime to determine or not the provisions of this contract are being carried out.

In witness whereof the parties hereto set their hands and seal.

Witness_____ BUYER_____
By:

Witness_____ Date_____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF)

I, _____, Notary Public for the State of South Carolina, do hereby certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn to before me this____ day of _____, 2010

_____
Notary Public for South Carolina
My Commission Expires:_____

South Carolina of Corrections

Witness_____ SELLER_____
BY:

Witness_____ Date_____

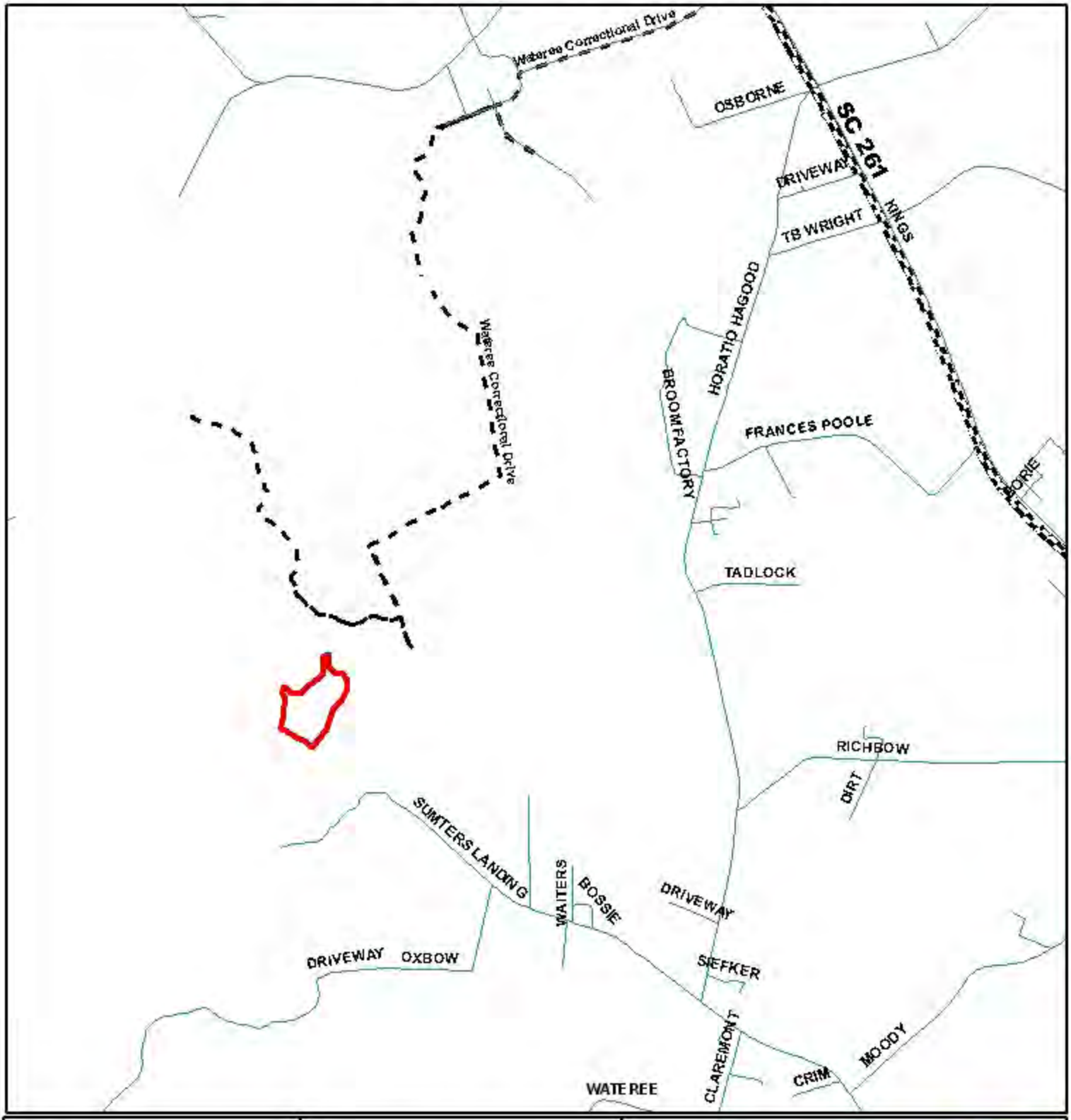
STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF RICHLAND)

I, _____, Notary Public for the State of South Carolina, do hereby certify that the State of South Carolina, by and through Jon Ozmint its representative personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn to before me this ___ day of _____ 200

Notary Public for South Carolina
My CommissionExpires_____

Wateree Timber Sale (03-22-13)



Legend

State_911_Roads

SChwys

Fy 13 Sale Boundary

N

3,100 Feet

1 inch = 3,066.18 feet

Michael Shealy
S.C.R.F. #1430 S.A.F. C.F. #1248

Wateree Sale (02-26-13)

Legend

Swift Creek

Wateree Fy 13 Sale

N

380 Feet

1 inch = 373.86 feet

Michael Shealy
S.C.R.F. # 1430 *S.A.F. C.F. #1248*

SOUTH CAROLINA FORESTRY COMMISSION