Sunday, July 7, 1974 –

Memorandum of Conversation between: ("L.D. Holt")

1. Lonnie Dan Holt, Milan, Tennessee 38358 (father)

Two sons { 2. Berley Dan Holt, M.D., Springfield, Tennessee 37172
3. David Harrison Holt, M.D., Ft. Lauderdale, Florida

– on 7/7/74, at Baptist Memorial Hospital, Memphis, Tenn.

Subject: Management of Woodland Farm, Milan, Tennessee in event that L.D. Holt becomes incapacitated or dies (N.B. – The farm, except 50 acres in the Johnson tract, has been deeded to the seven children of L.D. Holt and Mattie Holt, and their spouses. As of 7/7/74, the recently purchased Johnson tract (≈ 50 acres) has not yet been deeded.)

I Philosophic note –

"Continuous, year-to-year cultivation of land, even relatively level land, is unwise. It depletes and erodes the soil. It constitutes mining of the soil, rather than farming. Land use should be rotated between cultivation of crops which tend to deplete the soil (e.g., corn) and planting of soil-rebuilding cover crops (e.g. hay, pasture). This applies to land which is relatively level and thus not readily eroded. Steep hilly land should not be cultivated. It should be left permanently wooded, in perpetuity, where very steep, or where the slope is moderate may be maintained as permanent pasture, if properly terraced.

II Specific topics

1. Daddy feels that it is the consensus ~~opinion~~ wish of the seven couples (his children and their spouses) ~~that the best course to follow would be~~ to keep the

farm intact, as an operating unit, and his opinion is that this would be the best course to follow.

2. To implement this, a farm manager would be needed. Daddy recommended Charlene Moore as an honest, capable, hard-working manager, who has worked for him and with him for many years and who is familiar with Daddy's way of farming and his land management practices.

   (a) Mr. Moore would need some help with the detail work, (e.g., repairing machinery, running errands, etc.), to free himself for more time to devote to overall management of the farm.

3. Standard Business arrangement

   (a) Gross receipts would be divided one-fourth ($\frac{1}{4}$) to the landowners, three-fourths ($\frac{3}{4}$) to the manager (Charlene Moore), on the basis of the following provisions:

      (1) Landowners to furnish the land, and pay the property taxes thereon.

      (2) Landowners would furnish the equipment presently owned (tractors, trucks, combine, planters, etc.), at no cost

      (3) Charlene Moore would assume total responsibility for maintaining and repairing the equipment.

      (4) In the event that the manager wished to buy a new piece of equipment and trade-in an item of the old equipment originally furnished, on the new purchase, he would pay to the landowners the trade-in value of the old equipment. In any event, the manager would pay for all new equipment him

      (5) Landowners would furnish the house occupied by the

manager as a family residence, and also furnish tool sheds, barns, storage sheds, and other such structures already erected.

(6) The manager would be responsible for maintenance of buildings, equipment, electric wells, roads, bridges, ponds, irrigation equipment, [and also bear the expense of building new structures, ponds, terraces, reservoirs, fences, roads, bridges, etc.]

(?) Version 8/10/74 – Portion of statement in brackets + David does not remember this point being made.

(7) The manager would bear the expense of planting, cultivating, harvesting, storing, and marketing all crops, including fertilizer, insecticides, herbicides, labor, taxes on labor, workmen's compensation, etc., also feed supplements and hay, veterinarian attention for cattle

(8) The manager would bear the expense of insurance on buildings, equipment, crops, etc. [(?) addendum – Liability insurance was not discussed with Daddy.]

(b) Ownership of timber would remain with the landowners
(1) Timber should be harvested as it matures
(2) To determine which timber is marketable, or which should be harvested, seek the assistance of two or three reliable, reputable "timber cruisers", who would identify and place a market value on trees that should be cut. The state forester could give reliable advice in this regard.

4. There is in excess of 900 acres in the farm. Land in the Mathis, Jacobs and Coleman tracts on today's market is valued by Daddy at about $1000.00 (one thousand dollars) per acre. In the event, sometime in the future, it should be necessary to dispose of the farm, it should be sold.

at auction, as a whole or in separate tracts, whichever bring the highest return, with the sellers retaining the right to reject any and/or all bids, if the bids are not acceptable. [Addendum 8/10/74 – Entire farm valued at $500^{00}/acre]

5. Doddy's attorney – Judge John Fergus Kizer, Milan, Tennessee
6. Doddy's tax consultant – L. P. Caldwell, CPA, Jackson, Tennessee.
7. There are ~~50~~ head of cattle owned jointly by L. D. Holt and Charlene Moore, on a 50-50 basis. [Addendum 8/10/74 – Charlene Moore estimates about 62 head of jointly owned cattle, and about 150 head owned solely by Doddy, including new calves]
8. Doddy owns ~~100~~ head of cattle which are entirely his.

[illegible] # of cattle

By – B. D. Holt
7/7/74

Reiteration of notes and addenda, for clarity:

Page 1, under "Subject"

N.B. – The farm except 50 acres in the Johnson tract has been deeded to the seven children of L.D. Holt and Mattie Holt, and their spouses. As of 7/7/74, the recently purchased Johnson tract (≅ 50 acres) has not yet been deeded.

Page 3, under II - 3 - (a) - (6)

Addendum 8/10/74 – (?) Re: Portion of statement in brackets. David Holt does not remember this point being made.

Page 3, under II - 3 - (a) - (8)

Addendum – (?) - Liability insurance was not discussed with Daddy.

Page 4, under II - 4

Addendum 8/10/74 – Entire farm valued at $500.00/acre.

Page 4, under II - 7 & 8

Addendum 8/10/74 – (?) # of cattle – Charlene Moore estimates about 62 head of jointly owned cattle, and about 150 head owned solely by Daddy, including new calves.