

# **INVITATION TO BID**

**PINE AND HARDWOOD CLEARCUT SALE**

**FREYR TRACT**

**COWETA COUNTY, GEORGIA**

**SALE DATE: THURSDAY, OCTOBER 3, 2024**

**SALE TIME: 10:00 A.M.**

**NOTE:** You may now download a complete Invitation to Bid from our website at [www.frc.us.com/timber-for-sale/](http://www.frc.us.com/timber-for-sale/). Click the login under “Timber Sales”. Only invited buyers can access the site.

The password is: *ibwinner*.

**FOREST RESOURCE CONSULTANTS, INC.  
964 GEORGIA AVENUE  
MACON, GA 31201**

**INVITATION TO BID  
PINE AND HARDWOOD CLEARCUT  
FREYR TRACT  
COWETA COUNTY, GEORGIA**

Bid Acceptance: Thursday, 10:00 A.M., OCTOBER 3, 2024  
Bids to be Opened at the Office of Forest Resource Consultants, Inc.  
964 Georgia Avenue / Macon, Georgia 31201

You may now download a complete Invitation to Bid from our website at [www.frc.us.com/timber-for-sale/](http://www.frc.us.com/timber-for-sale/). Click the login under "Timber Sales". Only invited buyers can access the site. The password is: **ibwinner**.

**OWNER:**      **FREYR BATTERY U.S., LLC**  
c/o Forest Resource Consultants, Inc.  
964 Georgia Avenue  
Macon, GA 31201

**LOCATION:** The Freyr tract on which the trees are offered for sale is located off Bethlehem Church Road, west of the city of Moreland in Coweta County, Georgia. (See attached location map.)

**DESCRIPTION OF TIMBER FOR SALE:** The timber offered for sale includes all merchantable pine and hardwood that is located in the sale area of 234 acres. Sale areas are bound by blue painted boundary lines. To align with Seller's objectives, the timber sale is divided in two phases: Phase 1 and Phase 2. (See Timber Type map attached for more complete description.)

**Phase 1:** The sale area is approximately 133 acres. Harvesting should be completed by December 31, 2024. All harvesting in Phase 1 will be finished before any harvesting begins in Phase 2.

**Phase 2:** The sale area is approximately 101 acres. Harvesting should be completed by December 31, 2025.

**LOGGING CONDITIONS AND ACCESS:** Logging conditions are good. Existing interior roads are graveled near the entrance to public roads. The Timber Type Map shows the two entry and exit points onto Bethlehem Church Road.

**TERMS AND CONDITIONS FOR BIDDING:** Bids will be received at the office of Forest Resource Consultants, Inc. in Macon, Georgia at 10:00 A.M. on Thursday, October 3, 2024. Sealed bids may be mailed in advance to Forest Resource Consultants, Inc. (hereinafter "FRC"), at 964 Georgia Avenue, Macon, Georgia, 31201. Please indicate "**FREYR TIMBER BID**" on the outside of the envelope. Telephone bids will be accepted up to sale time, but **we strongly encourage hand-delivered or emailed bids to [ike.vinson@frcemail.com](mailto:ike.vinson@frcemail.com)**. All bids will be placed in a sealed envelope and held in the file until the time of sale.

Unless defects in title or unusual problems arise, the seller expects the sale to be closed no later than thirty (30) days from the date of acceptance of the highest bid.

The seller reserves the right to reject any or all bids and waive all formalities.

Unless there is written agreement between FRC, Inc. and the prospective purchaser prior to bidding, SUBMISSION OF A BID CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION AND THE TIMBER SALE CONTRACT ENCLOSED.

The successful bidder will be required to provide to FRC *before* the date of sale closing a certificate of insurance showing the following minimum requirements:

- Worker's compensation insurance providing limits as required by law and employer's liability insurance of not less than \$500,000 covering all of its employees.
- Vehicle liability of \$1,000,000 or higher if required by state and/or federal laws.
- Commercial general liability insurance and contractual liability insurance of \$1,000,000 combined single limit

and \$2,000,000 general aggregate and shall name Freyr Battery, U.S., LLC, Coweta County Development Authority and Forest Resource Consultants, Inc. as additional insureds thereunder.

**LENGTH OF CONTRACT AND TERMS OF PAYMENT:** The purchaser will be given the following dates to cut and remove said timber: December 31, 2024 for Phase 1 and December 31, 2025 for Phase 2.

**TERMS OF SALE AND TRANSFER OF TIMBER:** The cutting and removal of trees from this property shall be subject to the terms and conditions set forth in this Invitation to Bid and the enclosed Timber Sale Agreement.

**SPECIAL PROVISIONS:**

- 1) Purchaser shall make an advance payment of **\$75,000** upon execution of this Agreement for Phase 1 and Phase 2, which is outlined in Exhibit A. The check should be made payable to **FREYR BATTERY U.S., LLC**.

**Phase 1:** Purchaser shall furnish Forest Resource Consultants, Inc. (hereinafter Seller's Consultant) each week statements, scale tickets and loadsheets for trees harvested during the preceding week until \$35,000 of the advance has been depleted. After such time, statements, scale tickets and loadsheets, along with checks shall be mailed to Seller's Consultant at Forest Resource Consultants, Inc., 964 Georgia Avenue, Macon, Georgia, 31201.

**Phase 2:** Purchaser shall furnish Forest Resource Consultants, Inc. (hereinafter Seller's Consultant) each week statements, scale tickets and loadsheets for trees harvested during the preceding week until \$40,000 of the advance has been depleted. After such time, statements, scale tickets and loadsheets, along with checks shall be mailed to Seller's Consultant at Forest Resource Consultants, Inc., 964 Georgia Avenue, Macon, Georgia, 31201.

**No harvesting will be allowed in Phase 2 until Phase 1 has been completed.**

- 2) A **\$5,000** performance bond cash deposit payable to **FRC CLIENT TRUST ACCOUNT** will be required from Purchaser at closing by FRC. This deposit will be returned (without interest) upon the completion of logging and full compliance with all contractual obligations. Part or all of the performance bond deposit may be used by the seller to offset any losses sustained by seller because of purchaser's noncompliance with any of the contractual obligations created hereunder, with the understanding that seller's damages are not necessarily limited to the amount of the performance bond.
- 3) No sale boundary trees, property lines trees, or hardwood trees in the SMZ's are to be cut. The penalty for cutting or unnecessarily destroying trees not designated shall be **\$150.00 per tree**. A tree shall be considered seriously damaged if bark is skinned one-third or more of its circumference. This penalty may be waived if, in the opinion of an FRC, Inc. representative, the damage was unavoidable or not excessive. Purchaser shall spray all skinned timber with a wound dressing within one week of the tree(s) being skinned.
- 4) Log decks must be located at least 300 feet from any public road through or adjacent to the tract.
- 5) The Primary entrance and exit off of Bethlehem Church Road has a gate with a combination lock and the combination is 1-9-7-7.
- 6) All loading will be done within the sale area. No loading or logging equipment will be allowed outside the harvest area. *Location of loading decks shall be pre-approved by Seller or Seller's Consultant.*
- 7) All roads, both existing and constructed, and skid trails shall be maintained during logging to avoid erosion problems and will be restored by Purchaser in compliance with Georgia's Best Management Practices (BMP's) when logging is completed.
- 8) Compliance with Georgia's Best Management Practices is expected. All parties hereby agree to use good forestry practices and further agree to abide by the BMP's as outlined in the Georgia Forestry Commission publication: Georgia's Best Management Practices for Forestry. Responsibility for adherence to BMP's shall vest upon any party or that party's agent at any time said party is upon the land for the purpose of carrying out any aspect of forest products business (including, but not limited to the activities of logging, cruising, cultivating and planting timberland). **Purchaser shall have up to thirty (30) days after the expiration of the Contract, but no more**

than sixty (60) days, after the completion of all logging (whichever date is earlier), to bring the tract into full compliance with all the terms of the Contract, including the completion of necessary BMP work. FRC, Inc. may, at their discretion, extend this period of time due to excessive wet weather conditions. Damages arising out of the failure to exercise BMP's shall be limited to the expenses incurred by any party which carries out remedial measures reasonably required to bring the site in question into compliance with the applicable BMP's as set out above. Such damages shall be levied against the parties whose agents fail to exercise BMP's.

**INSPECTION REPORT:** Enclosed herein is a sample copy of a timber sale inspection report, which will be filled out regularly by a representative of FRC as logging operations progress. A copy of each completed report will be mailed to both the purchaser and the landowner following each inspection.

**FOR FURTHER INFORMATION:** Call Forest Resource Consultants, Inc. at (478) 745-4910 or Ike Vinson on his cell at (478) 397-5038.



**FOREST RESOURCE CONSULTANTS, INC.**  
 964 Georgia Avenue  
 Macon, GA 31201  
 (478) 745-4910 / www.frc.us.com

**HARVESTING INSPECTION REPORT**

Owner \_\_\_\_\_  
 Tract \_\_\_\_\_  
 Purchaser \_\_\_\_\_  
 Logger \_\_\_\_\_  
 Project Memo No.: \_\_\_\_\_

**CONTRACT COMPLIANCE**

**General Practices/Utilization**

Evidence of trespass outside sale area: YES ( ) NO ( )  
 Harvesting in progress: YES ( ) NO ( ) All designated trees being cut in working area: YES ( ) NO ( )  
 Unmarked trees cut: YES ( ) NO ( ) Damage to residual trees: NONE ( ) LIGHT ( ) NORMAL ( ) HEAVY ( )  
 Damage to fences/improvements: YES ( ) NO ( ) Other damage to fields or pastures: YES ( ) NO ( )  
 Felled trees left on ground: YES ( ) NO ( ) Tops/debris in fields or pastures: YES ( ) NO ( )  
 Top Utilization: EXCELLENT ( ) GOOD ( ) FAIR ( ) POOR ( )  
 Stump Heights: LOW ( ) NORMAL ( ) EXCESSIVELY HIGH ( )

**COMPLIANCE WITH BEST MANAGEMENT PRACTICES (BMP)**

**General Practices**

Evidence of improper vehicle fueling/servicing: YES ( ) NO ( )  
 Location and construction of log decks: EXCELLENT ( ) GOOD ( ) FAIR ( ) POOR ( )  
 Use of good skidding practices: EXCELLENT ( ) GOOD ( ) FAIR ( ) POOR ( )  
 Garbage, junk, used lubricants disposed of properly: YES ( ) NO ( )

**Streamside Management Zones N/A ( )**

Roads/skid trails in SMZ located only at planned stream crossings: YES ( ) NO ( )  
 Trees or tops in streams or ponds: YES ( ) NO ( )  
 Evidence of soil disturbance within SMZ: NONE ( ) LITTLE ( ) SOME ( ) EXCESSIVE ( )

**Stream Crossings N/A ( )**

Location of stream crossings: EXCELLENT ( ) GOOD ( ) FAIR ( ) POOR ( )  
 Properly sized culverts used: YES ( ) NO ( )  
 Stream crossing construction/stabilization: EXCELLENT ( ) GOOD ( ) FAIR ( ) POOR ( )  
 Stream crossings allow free flow of water: YES ( ) NO ( )

**Roads**

Road construction: USING EXISTING ROADS ( ) NEW ROADS CONSTRUCTED ( )  
 Roads located within SMZ have exposed soil stabilized: YES ( ) NO ( ) N/A ( )  
 New roads location/construction: EXCELLENT ( ) GOOD ( ) FAIR ( ) POOR ( )  
 Evidence of erosion along roads: NONE ( ) LITTLE ( ) SOME ( ) EXCESSIVE ( )

**Final Inspection? YES ( ) NO ( ) MAY PERFORMANCE BOND BE RETURNED? YES ( ) NO ( )**

On a pay-as-cut sale, have we received and reconciled all scale tickets, load sheets, and payment checks? YES ( ) NO ( )  
 Log decks properly stabilized: YES ( ) NO ( ) N/A ( )  
 Access roads stabilized and critical areas mulched or seeded: YES ( ) NO ( ) N/A ( )  
 Skid trails stabilized where necessary: YES ( ) NO ( ) N/A ( )  
 Temporary stream crossings removed and stabilized: YES ( ) NO ( ) N/A ( )

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Percent complete (rough approximation): \_\_\_% Inspected by: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

**PAY-AS-CUT BID FORM**  
**Freyr Tract**  
**Coweta County, GA**

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

	\$ per ton	Butt dib (Min./Max.)	Top dib (Min.)	Min. length
PINE PULPWOOD				
PINE CHIP-N-SAW				
PINE SAWTIMBER				
PINE TOPWOOD				
HARDWOOD PULPWOOD				
HARDWOOD SAWTIMBER				
OTHER				

Bidder's Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**TIMBER SALE AGREEMENT**  
**[Pay-As-Cut]**

STATE OF GEORGIA  
COUNTY OF COWETA

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 between **FREYR BATTERY U.S., LLC** (hereinafter called "Seller") whose address is c/o Forest Resource Consultants, Inc. 964 Georgia Avenue, Macon, Georgia 31201, and \_\_\_\_\_ (hereinafter called "Purchaser"), whose address is \_\_\_\_\_.

**WITNESSETH:**

That in consideration of the purchase price hereinafter expressed and the consideration of the covenants, agreements, and undertaking of the respective parties herein set forth, the parties hereto agree and bind themselves as follows:

**1.**

Seller does hereby grant, bargain, sell and convey unto the Purchaser, its successors and assigns, trees within the "Sale Area" known as the **COWETA TRACT**, bounded by \_\_\_\_\_ and shown on the maps attached as **EXHIBITS "A" and "B"** and by this reference made a part hereof, and which meet the following specifications:

**NOTE: SELECT ONE OPTION**

Pine Pulpwood: All pine trees being \_\_\_\_ feet in length with a minimum butt size of \_\_\_\_ inches outside bark and a minimum top size of \_\_\_\_ inches outside bark; and not being suitable for products of higher value.

Pine Chip-N-Saw: All pine trees being \_\_\_\_ feet in length with a minimum butt size of \_\_\_\_ inches outside bark and a minimum top size of \_\_\_\_ inches outside bark; and not being suitable for products of higher value.

Pine Sawtimber: All pine trees being \_\_\_\_ feet in length with a minimum butt size of \_\_\_\_ inches outside bark and a minimum top size of \_\_\_\_ inches outside bark; and not being suitable for products of higher value.

Pine Poles: All pine trees being \_\_\_\_ feet in length with a minimum butt size of \_\_\_\_ inches outside bark and a minimum top size of \_\_\_\_ inches outside bark; and not being suitable for products of higher value.

Hardwood Pulpwood: All hardwood trees being \_\_\_\_ feet in length with a minimum butt size of \_\_\_\_ inches outside bark and a minimum top size of \_\_\_\_ inches outside bark; and not being suitable for products of higher value.

Hardwood Sawtimber: All hardwood trees being \_\_\_\_ feet in length with a minimum butt size of \_\_\_\_ inches outside bark and a minimum top size of \_\_\_\_ inches outside bark; and not being suitable for products of higher value.

2.

The consideration paid for the trees being conveyed is:

Pine Pulpwood	_____	per 2,000-pound ton.
Pine Chip-N-Saw	_____	per 2,000-pound ton.
Pine Sawtimber	_____	per 2,000-pound ton.
Hardwood Pulpwood	_____	per 2,000-pound ton.
Hardwood Sawtimber	_____	per 2,000-pound ton.

Purchaser shall make an advance payment of **\$75,000** upon execution of this Agreement for Phase 1 and Phase 2, which is outlined in Exhibit A.

**For Phase 1:** Purchaser shall furnish Forest Resource Consultants, Inc. (hereinafter Seller's Consultant) each week statements, scale tickets and loadsheets for trees harvested during the preceding week until \$35,000 of the advance has been depleted. After such time, statements, scale tickets and loadsheets, along with checks shall be mailed to Seller's Consultant at Forest Resource Consultants, Inc., 964 Georgia Avenue, Macon, Georgia, 31201.

**For Phase 2:** Purchaser shall furnish Forest Resource Consultants, Inc. (hereinafter Seller's Consultant) each week statements, scale tickets and loadsheets for trees harvested during the preceding week until \$40,000 of the advance has been depleted. After such time, statements, scale tickets and loadsheets, along with checks shall be mailed to Seller's Consultant at Forest Resource Consultants, Inc., 964 Georgia Avenue, Macon, Georgia, 31201. **No harvesting will be allowed in Phase 2 until Phase 1 has been completed.**

All checks should be made payable to **FREYR BATTERY U.S., LLC**. Seller shall have the right to review Purchaser's records to verify said trees cut and paid for, on a reasonable basis. Seller retains title to all said trees until said trees is severed, at which time title shall pass to Purchaser. Any advance payment moneys which are not depleted as wood is cut during the term of this Agreement shall be refunded to Purchaser.

3.

A **\$5,000** performance bond payable to FRC Client Trust Account will be required from Purchaser at signing of this document and will be held by Seller's Consultant. This deposit will be returned to Purchaser upon satisfactory completion of logging and full compliance of all contractual obligations. Part or all of the performance bond deposit may be used by the Seller to offset any losses sustained by Seller because of Purchaser's noncompliance with any of the contractual obligations created hereunder, with the understanding that Seller's damages are not necessarily limited to the amount of the performance bond.

4.

For Phase 1, Purchaser shall have until December 31, 2024 to cut and remove the trees from the sale area and to exercise all the privileges herein granted. For Phase 2, Purchaser shall have until December 31, 2025 to cut and remove the trees from the sale area and to exercise all the privileges herein granted.



Seller may terminate this agreement with our without cause, at any time upon 14 days written notice to Purchaser. In such an event, any remaining advance amount not depleted will be returned to Purchaser in full. Payment for all trees removed will remain due and will survive the termination of this Agreement.

**5.**

Purchaser shall hold the Seller and Seller's Consultant harmless and indemnify Seller and Seller's Consultant from any claim or liability which may occur or be caused by the negligence of Purchaser, his servants, agents, employees or contractors in any operation connected with the cutting and removing of the trees herein sold. This liability includes, but is not limited to, any damage which may be caused to adjoining landowners by any fire which is attributable to any negligence on the part of the Purchaser.

**6.**

No sale boundary trees, property lines trees, or hardwood trees in the SMZ's are to be cut. The penalty for cutting or unnecessarily destroying trees not designated shall be **\$150.00 per tree**. A tree shall be considered seriously damaged if bark is skinned one-third or more of its circumference. This penalty may be waived if, in the opinion of an FRC, Inc. representative, the damage was unavoidable or not excessive. Purchaser shall spray all skinned timber with a wound dressing within one week of the tree(s) being skinned.

**7.**

Purchaser shall notify Forest Resource Consultants, Inc., 964 Georgia Avenue, Macon, Georgia, 31201, (478/745-4910) at the beginning and conclusion of the operation of the removal of trees conveyed by this deed, or any time the logging crew temporarily moves off or onto the tract during the contract period.

**8.**

Log decks must be located at least 300 feet from any paved public road through or adjacent to the tract.

**9.**

Combination locks have been placed on access roads. The combination is 1-9-7-7.

**10.**

A crushed stone sediment pad may be required at all access points, a minimum of 4 inches thick, and not less than 30 feet in length.

**11.**

All loading will be done within the sale area. No loading or logging equipment will be allowed outside the harvest area or within the young planted pine areas of the tract. For the purposes of this contract, damage to young planted pine areas will be assessed at **\$1,000 per acre**. *Location of loading decks shall be pre-approved by Seller or Seller's Consultant.*

12.

Seller hereby gives and grants to the Purchaser the right to operate skidders, tractors, trucks, or any other logging equipment necessary for cutting and removing trees herein conveyed.

13.

This contract shall not be assigned without the written consent of either Seller or Seller's Consultant. It may be assigned, however, for the purpose of collateral.

14.

All roads, both existing and constructed, and skid trails shall be maintained during logging to avoid erosion problems and will be restored by Purchaser in compliance with Georgia's Best Management Practices (BMP's) when logging is completed.

15.

At the completion of logging operations, no junk equipment, tractor tires, oil drums, or other debris shall be left on the property by the Purchaser.

16.

All parties hereby agree to use good forestry practices and further agree to abide by the Best Management Practices (BMP's) as outlined in the Georgia Forestry Commission publication: Georgia's Best Management Practices for Forestry. Responsibility for adherence to BMP's shall vest upon any party or that party's agent at any time said party is upon the land for the purpose of carrying out any aspect of forest products business (including, but not limited to the activities of logging, cruising, cultivating and planting timberland). **Purchaser shall have up to thirty (30) days after the expiration of the Contract, but no more than sixty (60) days, after the completion of all logging (whichever date is earlier), to bring the tract into full compliance with all the terms of the Contract, including the completion of necessary BMP work. FRC, Inc. may, at their discretion, extend this period of time due to excessive wet weather conditions.** Damages arising out of the failure to exercise BMP's shall be limited to the expenses incurred by any party which carries out remedial measures reasonably required to bring the site in question into compliance with the applicable BMP's as set out above. Such damages shall be levied against the parties whose agents fail to exercise BMP's.

17.

Seller or Seller's Consultant shall at all times have access and the right to enter the land for the purpose of determining whether or not Purchaser is in compliance with the obligations taken hereunder. Purchaser further agrees to comply with Seller's wood security procedure which includes, but is not limited to, maintenance of a daily listing of loads to account for loads as they leave the woods, and posting individual numbered tickets on loads as they leave the woods. This is explained further in Exhibit "C" attached hereto and made a part hereof.

18.

In the event of any dispute between Seller and Purchaser arising out of the terms and conditions of the agreement and performance of either party thereunder, Seller and Purchaser agree to accept the decision of a board of consultants consisting of three members to settle the dispute. All of said members chosen shall be forestry consultants licensed by the State of Georgia. **Either party, via written notification to the other party, may initiate settlement proceedings. All harvesting operations shall be suspended immediately upon receipt of written notification of the beginning of the settlement**

**process.** Seller shall select a consultant and Purchaser shall select a consultant. The first two consultants appointed shall select one member. The board must reach an agreement within thirty (30) days after the appointment of the third consultant. The period allowed herein for cutting and removal of trees shall be extended automatically for the number of days required to complete the selection of consultants and to complete the settlement of the dispute. In the event that either party is dissatisfied with the decision of the board of consultants, then they may pursue any other remedies provided by law, including the filing of a lawsuit to determine its rights.

**19.**

When performing work at the Company's premises, the Contractor shall adhere to safety standards appropriate for the operations being conducted

**20.**

Purchaser shall, throughout the term of the Agreement, carry the following insurance: (1) commercial general liability insurance and contractual liability insurance covering its harvesting and related activities, which policy shall have minimum limits of \$1,000,000 combined single limit and \$2,000,000 general aggregate and **shall name FREYR BATTERY U.S., LLC, COWETA COUNTY DEVELOPMENT AUTHORITY and FOREST RESOURCE CONSULTANTS, INC., as additional insureds thereunder;** (2) vehicle liability insurance with minimum limits of \$1,000,000 or higher limits if required by state and/or federal laws; and (3) workers' compensation insurance providing limits as required by law and employer's liability insurance with limits of not less than \$500,000 covering all of its employees. Purchaser shall provide Seller with certificates (in form and substance satisfactory to Seller and Seller's Consultant) of all of the above insurance policies prior to execution of this Agreement and not less than fifteen days prior to the effective day of any renewal of such insurance or any issuance of replacement insurance. All insurance policies maintained by Purchaser hereunder shall be primary to any insurance available to Seller and Seller's Consultant.

**21.**

Seller covenants to and with Purchaser, its successors and assigns that it is seized of a fee simple title to the within described property, rights and privileges herein conveyed; that it has the right to grant and convey; that the title thereto is free from defect, imperfections and encumbrances; that it defends title to the lawful claim of all persons whomsoever; and that the Purchaser, its successors and assigns shall quietly possess and enjoy the same.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

**IN WITNESS WHEREOF**, the Seller and Purchaser have hereto set their hands and affixed their seals, the day and year first above written.

**SELLER: FREYR BATTERY U.S. LLC**

**BY:** \_\_\_\_\_

Title: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

**PURCHASER:** \_\_\_\_\_

**BY:** \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

**Freyr Tract**  
**Coweta County, GA**  
**Total Acres ± 252.8**  
**Exhibit A**

Sale is a clearcut of a natural pine stand, pine hardwood stand, hardwood stand, and a 1985 loblolly plantation. Sale areas are bound by blue painted boundary lines.

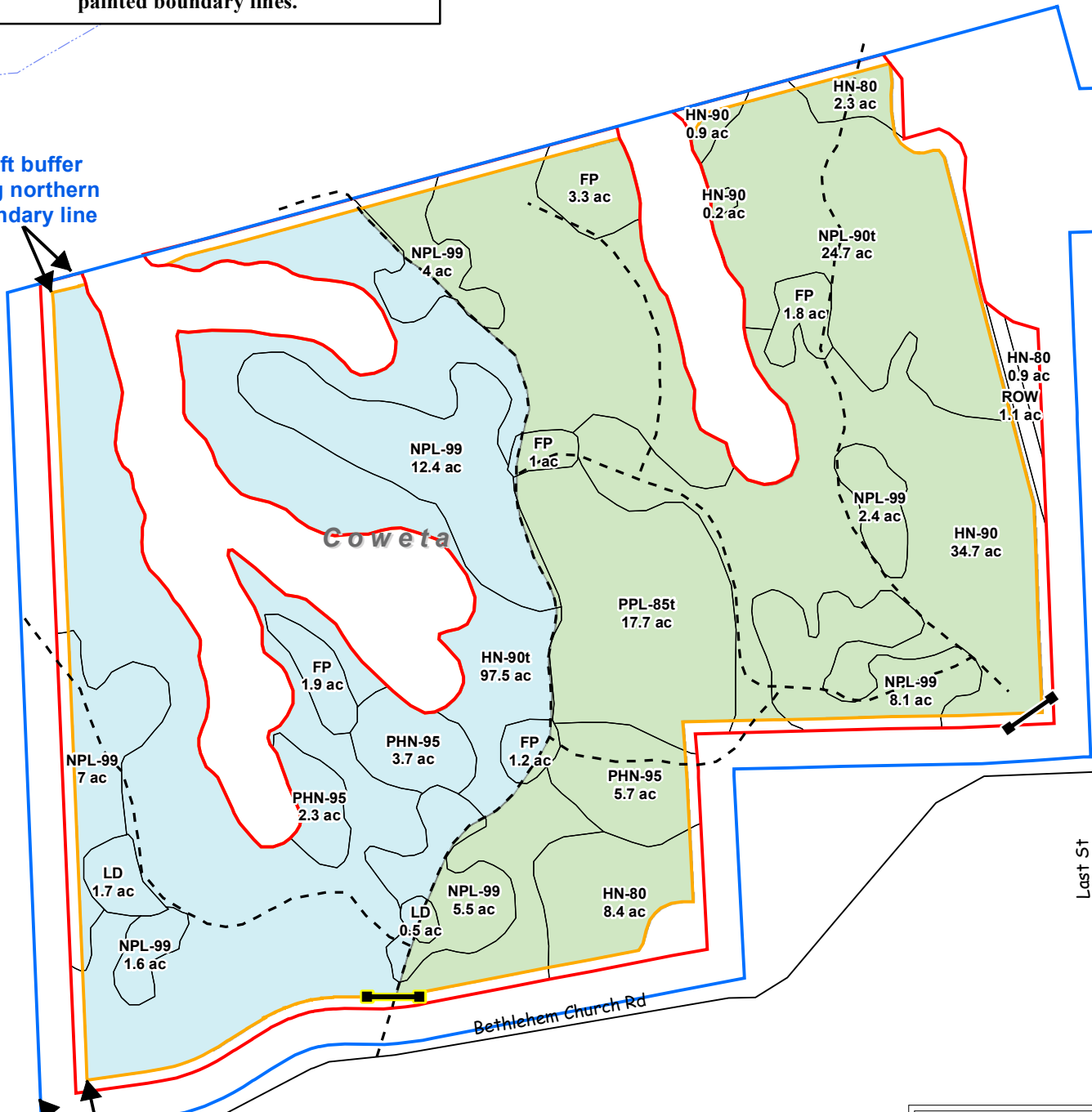
**Legend**

- Parcel Boundary
- Tract
- Timber Harvest Boundary
- Phase 1 Clearcut (±133 ac); Completion by 12/31/2024
- Phase 2 Clearcut (±101 ac); Completion by 12/31/2025



50 ft buffer along northern boundary line

200 ft buffer along western, southern, & eastern boundaries

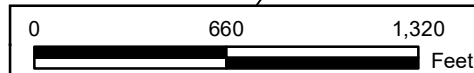


**Legend**

- Primary Entrance
- Secondary Entrance



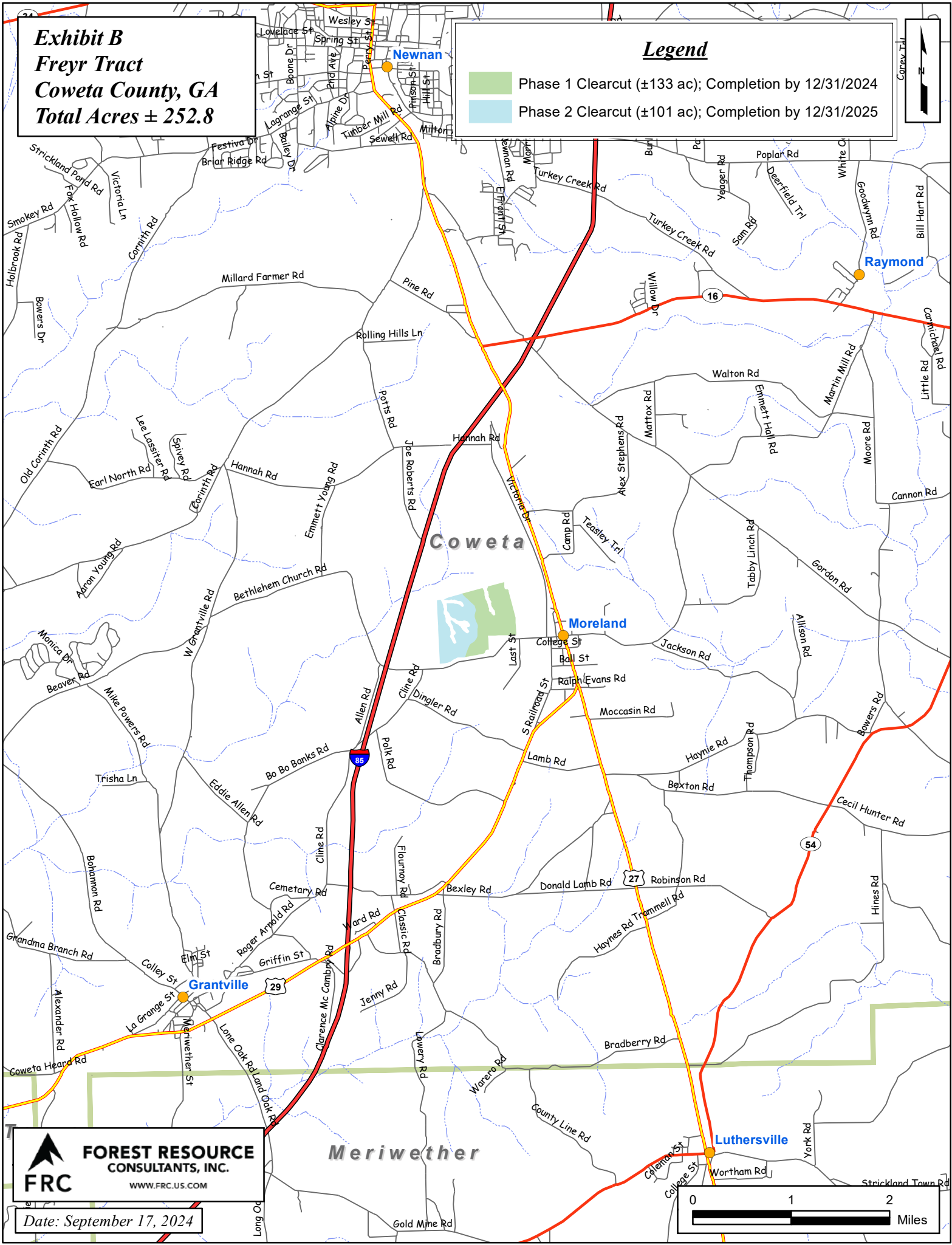
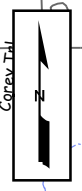
Date: September 17, 2024



**Exhibit B**  
**Freyr Tract**  
**Coweta County, GA**  
**Total Acres ± 252.8**

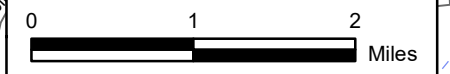
**Legend**

- Phase 1 Clearcut (±133 ac); Completion by 12/31/2024
- Phase 2 Clearcut (±101 ac); Completion by 12/31/2025



**FOREST RESOURCE CONSULTANTS, INC.**  
**FRC**  
 WWW.FRC.US.COM

Date: September 17, 2024



## EXHIBIT "C"

### Pay-as-Cut Security Procedures

(Page 1 of 2)

#### I) Field Procedures

At the timber sale closing or whenever the logger moves onto the tract, Purchaser will be provided with sequentially numbered load tickets and load sheets. Wood security procedures are reviewed at this time with Purchaser.

Purchaser shall maintain a daily load sheet and shall affix load tickets to all loads leaving the sale area. Green FRC load tickets are to be attached to each load before the load leaves the loading deck. Each load ticket has a number on it which the logger will record on the appropriate load sheet, along with product type, truck driver's name, time loaded, destination, mill ticket number, and time delivered to the mill. In addition, the load ticket has a "tear off" portion that is to be attached to the appropriate scale ticket. Load sheets and corresponding scale tickets must be received by FRC no later than 12:00 noon on Friday; or, FRC may directly collect load sheets and scale tickets from Purchaser.

FRC will inspect the load sheets and load tickets, as a routine component of the harvesting inspection. All loaded trailers observed during the inspection process are verified for correct recording.

#### II) Field Procedures

FRC utilizes a database system to check logger records, and accounting and settlement accuracy. Any problems, i.e., inaccurate payments or incomplete recordkeeping, are resolved directly with Purchaser. Purchaser is responsible for timely response in taking prompt corrective action.



EXHIBIT "C"
(Page 2 of 2)

CONTRACTOR REPORT

Contractor: \_\_\_\_\_ Crew Leader: \_\_\_\_\_

Date: \_\_\_\_\_ Contract No.: \_\_\_\_\_ County/State: \_\_\_\_\_ Compartment/Landowner: \_\_\_\_\_

Table with 10 columns: Load No., Product Type, Truck #/Driver, FRC Green Ticket #, Time Loaded, Destination Location, Delivery Ticket #, Time in Mill, Net Tons.

Product Types:

- 01 Short pine pulp
02 Tree length pine pulp
03 Double bunk pine pulp
04 Pine chip-n-saw
05 Precut pine logs
06 Mixed hdwd logs
07 Poplar saw log
08 Gum saw log
09 WTC - pine
10 WTC - hdwd
11 Fuelwood
12
13
14
15
16
17

I hereby certify the above information is true and correct to the best of my knowledge, information, and belief.

By: \_\_\_\_\_ Contractor and/or Authorized Representative Date

Forest Resource Consultants, Inc. logo and contact information. Includes website WWW.FRC.US.COM and office locations in GA, AR, MS, TX. Barcode area with labels (TRUCK LOAD), (PURCHASER), (SCALE TICKET) and value 584499.