

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7625

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on May 12, 2025.

LOCATION: GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738.

<u>CONTACT NAME:</u> Scott McClarren <u>PHONE NUMBER:</u> (989) 348-6371

<u>PROSPECTUS NOTE:</u> The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, GRAYLING MANAGEMENT UNIT, for certain timber on the following described lands:

GNA2 Lake Huron KW South (72-803-24) / T23N, R07E, SEC. 10, NE, SE.

T23N, R07E, SEC. 11, S1/2NW,SW,SE.

T23N, R07E, SEC. 14, NW,NE.

T23N, R07E, SEC. 15, NENE.

losco County, Advertised Price \$232,977.70, 629.3 Acres, Jack Pine, Red Pine.

SALE NOTE: PU 2 & 3 shall be cut first due to deteriorating timber and increasing mortality. The advertised price has been reduced due to deteriorating timber. Standing dead jack pine will be required to cut. Sale is oak wilt restricted without exceptions. The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement.

Access may be through other public land.

TIMBER SALE INFORMATION

GNA2 Lake Huron KW South (72-803-24)

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Access may be through other public land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

ESTIMATE	D UNITS*	<u>ADVI</u>	ERTISED PRICE
484.7	MBF	\$	75.00 / MBF
356.7	MBF	\$	70.00 / MBF
195.4	MBF	\$	38.00 / MBF
19	Cords	\$	12.60 / Cord
3,008	Cords	\$	15.60 / Cord
1,766	Cords	\$	16.40 / Cord
2,552	Cords	\$	29.60 / Cord
888	Cords	\$	14.15 / Cord
	484.7 356.7 195.4 19 3,008 1,766 2,552	356.7 MBF 195.4 MBF 19 Cords 3,008 Cords 1,766 Cords 2,552 Cords	484.7 MBF \$ 356.7 MBF \$ 195.4 MBF \$ 19 Cords \$ 3,008 Cords \$ 1,766 Cords \$ 2,552 Cords \$

^{*} The total volume is statistically estimated within plus (+) or minus (-) 7.81 percent. There are an estimated 10,663 cords on this timber sale, plus or minus 833 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$11,648.89 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	14.3%
02	20.1%
03	13.9%
04	16.4%
05	18.1%
06	17.2%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2029.

SALE STATISTICS

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

SALE VOLUMES

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOL	VOLUME		VOLUME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
842,371	10,663	7.81%	9,830	11,496		

VDU VOLUMES

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1	133,605	1,691	17.31%	1,399	1,984
2	405,051	5,127	12.45%	4,489	5,765
3	259,122	3,280	13.26%	2,845	3,715
5	5,315	67	78.91%	14	120
6	39,278	497	27.68%	360	635
TOTAL:	842,371	10,663		9,106	12,220

VDU TO PAYMENT UNIT

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
1	85.3	1	68.6
1	85.3	4	16.7
2	396.7	2	160.0
2	396.7	3	117.4
2	396.7	4	52.4
2	396.7	5	24.0
2	396.7	6	42.9
3	128.0	2	4.9
3	128.0	3	0.1
3	128.0	4	3.8
3	128.0	5	65.2
3	128.0	6	54.0
5	5.4	5	5.4
6	13.9	4	13.9
TOTAL:	2,813.4		629.3

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Northern Pin Oak	Sawtimber	37.1	MBF	68.6	\$33,204.30
	Red Pine		100.8	MBF		
	White Pine		16.3	MBF		
	Jack Pine	Pulpwood	272	Cords		
	Mixed Oak		121	Cords		
	Northern Pin Oak		121	Cords		
	Red Pine		516	Cords		
	White Pine		88	Cords		
2	Northern Pin Oak	Sawtimber	118.6	MBF	164.9	\$46,722.30
	Red Pine		43.2	MBF		, ,
	White Pine		33.0	MBF		
	Balsam Fir	Pulpwood	1	Cords		
	Jack Pine		839	Cords		
	Mixed Oak		357	Cords		
	White Oak	Sawtimber	0.2	MBF		
	Northern Pin Oak		356	Cords		
	White Oak	· ·	1	Cords		
	Red Pine		450	Cords		
	White Pine					
		0 1: 1	90	Cords	447.5	\$00.445.00
3	Northern Pin Oak	Sawtimber	83.1	MBF	117.5	\$32,445.80
	Red Pine		30.1	MBF		
	White Pine		21.6	MBF		
	Jack Pine	Pulpwood	599	Cords		
	Mixed Oak		242	Cords		
	Northern Pin Oak		242	Cords		
	Red Pine		313	Cords		
	White Pine		50	Cords		
4	Northern Pin Oak	Sawtimber	57.4	MBF	86.8	\$38,231.10
	Red Pine		109.3	MBF		
	White Pine		21.8	MBF		
	Balsam Fir	Pulpwood	1	Cords		
	Jack Pine		385	Cords		
	Mixed Oak		177	Cords		
	White Oak	Sawtimber	0.1	MBF		
	Northern Pin Oak	Pulpwood	176	Cords		
	White Oak	·	1	Cords		
	Red Pine		521	Cords		
	White Pine		78	Cords		
5	Northern Pin Oak	Sawtimber	97.7	MBF	94.6	\$42,246.65
-	Red Pine		37.9	MBF		ψ ·=,= ·5·00
	White Pine		53.9	MBF		
	Balsam Fir	Pulpwood	9	Cords		
	Jack Pine	i dipwood	444	Cords		
	Mixed Oak		461	Cords		
	White Oak	Sawtimber	2.3	MBF		
	Northern Pin Oak White Oak Red Pine	Pulpwood	437	Cords		
			19 270	Cords		
			378	Cords		
	White Pine	.	313	Cords		
6	Northern Pin Oak	Sawtimber	90.8	MBF	96.9	\$40,127.55
	Red Pine		35.4	MBF		
	White Pine		48.8	MBF		
	Balsam Fir	Pulpwood	8	Cords		
	Jack Pine		469	Cords		
Mixed Oak	I	408	Cords	i		

DESCRIPTION OF TIMBER BY PU (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	White Oak	Sawtimber	1.9	MBF		
	Northern Pin Oak	Pulpwood	389	Cords		
	White Oak		15	Cords		
	Red Pine		374	Cords		
	White Pine		269	Cords		
		TOTAL:	1,036.8	MBF		
		TOTAL:	8,233	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Lake Huron KW South Sale Number: 72-803-24 Seg#: 2

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted Boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by orange paint or are unmarked and identified by existing roads as shown on the Timber Sale Map. Exterior sale boundary lines against private property are marked with orange paint. Exterior sale boundary lines against USFS are marked with orange paint. Interior Payment Unit boundaries are unmarked and identified by Forest Service Roads 4608, 4730, 4732 and 4733 with the exception of the boundary between Payment Units 1 & 4 which is marked with orange paint. Retention patches are marked with orange paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected. Orange painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut Unit(s) with Unmerchantable Trees (6/14)

Within Payment Unit(s) 1-6, cut all trees that are two (2) inches or more at DBH, except do not cut legacy red pine and white pine marked with green paint.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.2 - Utilization

2.2.2 - Chipping Required (12/24)

Payment Units 1-6 must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash. If market conditions limit the practicality of chipping, tops and slash must be arranged in a way that will not inhibit future planting operations, as directed by the Sale Administrator. A chipping exemption can be obtained if proposed operations are determined to be suitable for planting by reforestation staff. This exemption must be granted in writing. The requirement to retain approximately 1/6 to 1/3 of treetops and limbs less than four (4) inches in diameter does not apply (G. C. & R. 2.2). This is because of Kirtland's Warbler habitat.

2.2.3 - Stump Heights (12/24)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate subsequent planting operations.

2.2.8 - Utilization and Removal (12/24)

All products meeting standards set forth in General Condition and Requirement 2.2 Utilization must be removed from the Sale Area. Standing dead jack pine shall also be cut and removed. This is because these Payment Units will be cultivated and planted after logging operations have ceased.

2.2.12 - GNA, Cut and Remove Included Timber (3/18)

Unless provided otherwise herein, the DNR agrees to sell and permit Purchaser to cut and remove Included Timber, and Purchaser agrees to purchase, cut, and remove Included Timber.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing Payment Units (7/14)

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

3.4 - Damaged Timber

3.4.1 - Damaged Timber (12/24)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured.

No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

3.4.2 - Special Protection Trees (1/25)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are legacy red and white pine are marked with green paint or 22 inches at DBH or greater. If Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$300 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

3.6 - Payment Unit Cutting Schedule

3.6.1 - Order of Cutting (1/09)

Payment Units 2 & 3 shall be cut before any other Payment Unit, unless approved by the Unit Manager or his/her representative.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and Earthen Piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be chipped, utilized or otherwise removed from the sale.

4.1.6 - Road Construction (4/24)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road Closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the Sale Administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling Restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or during wet weather conditions.

4.2.5 - Two Wheel Drive Condition (2/04)

All existing trail roads on and adjacent to the Sale Area must be passable by two-wheel drive traffic for the duration of the sale.

5 - Operations

5.1 - Notification

5.1.4 - Post-Sale Conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den Trees (10/16)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard. Standing dead jack pine are not to be considered den trees and shall be cut and removed.

5.2.3 - Operating Restrictions

5.2.3.5 - Oak Wilt Restriction (1/18)

Within Payment Unit(s) 1-6, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high-risk period. Those steps may include completing all road brushing before April 15 and clearing a tree-length buffer along uncut oak cover before April 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

5.2.32 - Decking/Landing Restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

5.2.38 - No Decking Against Live Trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

5.4 - Soil Protection

5.4.2 - Skid Trails (2/04)

Skid trails up and down slopes should be avoided. If, however, this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the Sale Administrator, seed, fertilizer, and mulch may also be required.

5.6 - Debris and Waste Material

5.6.2 - GNA, Equipment Cleaning (4/24)

- (a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.
- (b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":
- (i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.
- (ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).

- (iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have two (2) days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2-day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.
- (iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.
- (v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

5.7 - Protection of Historical Sites

5.7.2 - Potential Historical Site(s) (9/06)

The State Historic Preservation Office has identified the potential for a historic site within the boundary of this timber sale. Note that if the site is discovered during operations, General Condition and Requirement 5.7 - Protection of Historical Sites will apply.

5.8 - Protection of Endangered Species

5.8.5 - Protection of Raptor Nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an onsite evaluation and recommendation can be made, if necessary.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on FR4608, FR4730, FR4732, FR4733 and Shellenbarger Road prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

SKIP

7.1.1 - GNA, Title (7/16)

General Condition & Requirement 7.1 is inapplicable. The following applies to this contract.

All right, title, and interest in and to any Included Timber shall remain in USDA Forest Service with the State of Michigan acting on behalf of the USDA Forest Service under this GNA contract, until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. Title to any Included Timber that has

been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to Termination Date, shall remain in USDA Forest Service.

7.3 - Contract Modifications

- 7.3.4 GNA, Contract Suspension and Modification (5/16)
- (a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:
- (i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;
- (ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or
- (iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.
- (b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:
- (i) a no cost contract extension,
- (ii) reimbursement for Out-of-Pocket Expenses,

however, the foregoing remedies shall be available only to the extent that the Unit Manager's order was the sole and exclusive cause of the delay or interruption of Purchaser's operations.

- (c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.
- (d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

7.5 - Loss

7.5.2 - GNA, Liability for Loss (7/16)

If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to remove and pay for such timber. This Subsection shall not be construed to relieve either party of liability for negligence.

7.10 - Certified Timber

7.10.1 - Non-Certified Timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement.

