

ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY

RESOLUTION NO. G21-22

RESOLUTION OF THE ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY RELATING TO DEVELOPMENT OF THE AMBLER ACCESS PROJECT WITH RESPECT TO A LAND ACCESS PERMIT WITH NANA REGIONAL CORPORATION TO CONDUCT CERTAIN DEVELOPMENT ACTIVITIES

WHEREAS, one of the purposes of the Alaska Industrial Development and Export Authority (the “Authority”) is to develop and provide financing for industrial development and facilities that are essential to the development of the natural resources and the long-term economic growth of the state, and which will directly and indirectly alleviate unemployment in the state. AS 44.88.010(a)(4), AS 44.88.070(1);

WHEREAS, the Ambler Access Project (the “Project”) is aimed at the development of an industrial road that provides access to the Ambler Mining District and is the type of development that the Authority was established to pursue;

WHEREAS, the Arctic Infrastructure Development Program was established to promote and provide financing for Arctic infrastructure development, and created the Arctic Infrastructure Development Fund (“AIDF”) in the Authority, which fund may receive legislative appropriations, earnings, and money or other assets transferred by the Authority;

WHEREAS, the Authority has the power to finance development projects that create infrastructure needed to bring natural resources to market;

WHEREAS, the opening of new areas for natural resource development through the construction of access roads is important in supporting economic development and is in furtherance of the Authority’s statutory mission;

WHEREAS, the Project was declared to be an Arctic infrastructure development project under the Arctic Infrastructure Development Program and AIDF in Board Resolution G20-11;

WHEREAS, the Authority under the AIDF is authorized to enter into agreements for rights-of-ways and studies, and to contract for services with professional advisors including engineers or other technical experts necessary to fulfill the purposes of the program;

WHEREAS the development of an industrial road to the Ambler Mining District will support exploration, development, and mining activities in the area, and is consistent with the March 2020 Ambler Road Final Environmental Impact Statement (“Ambler Road EIS”), the July 2020 Ambler Road Joint Record of Decision issued by the U.S. Bureau of Land Management and U.S. Army Corps of Engineers, and the July 2020 Record of Decision issued jointly by the Secretaries of the Interior and Transportation on Alignment of the Ambler Road through the Kobuk Preserve (collectively, the “Ambler Road RODs”);

WHEREAS, the alignment selected in the Ambler Road RODs crosses certain parcels owned by NANA Regional Corporation, Inc. (“NANA”), and the Authority desires access to those lands for the purpose of carrying out low-impact studies and cultural surveys which are part of the front-end engineering and design portion of field work for future construction of the industrial road to the Ambler Mining District;

WHEREAS, Authority staff and NANA have negotiated and agreed to the terms of a Land Access Permit (the “Permit”) that allows the Authority and its consultants and contractors to enter upon NANA lands to carry out field work necessary to conclude the final feasibility of the route for the Project;

WHEREAS, the Permit has a term of approximately three years, requires payment of an annual fee of \$38,000 to NANA, and sets out the terms and conditions under which NANA has

agreed to allow the Authority to access land along the route identified in the Ambler Road RODs for the purposes set out in the Permit;

WHEREAS, entering into an agreement for the purpose of being able to access land owned by NANA along the Amber Access route is in furtherance of the Project, is within the Authority's statutory powers, and is in the public interest and for a public purpose;

WHEREAS, the Authority currently has consultants, contractors, archeologists, and tribal liaison representatives carrying out studies and preconstruction activities along other portions of the Project route; and

WHEREAS, to ensure certain field work that requires access to NANA land can be carried out during the 2021 field season, utilizing the personnel in the field and the logistical arrangements already in place without causing further delay in successive field season activities, the Executive Director of the Authority executed the NANA Permit on September 10, 2021, and NANA signed the Permit on September 14, 2021 (Exhibit 1 to the Board Memorandum).

NOW, THEREFORE, BE IT RESOLVED BY THE ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY AS FOLLOWS:

Section 1. The Authority is authorized to conduct field work to examine the route used in the Ambler Road RODs and to fund work and hire consultants, engineers, attorneys, and other professionals in doing so.

Section 2. The Board of the Authority endorses and supports the execution of the NANA Permit (Exhibit 1 to the Board Memorandum) between the Authority and NANA, agrees to the terms and conditions in the Permit, and therefore ratifies the action taken by the Executive Director in executing the Permit upon the terms and conditions set out therein and authorizes the Executive Director to pay all associated fees and costs.

Dated at Anchorage, Alaska, this 30th day of September, 2021.



Secretary

Chair



MEMORANDUM

To: Board Members
Alaska Industrial Development and Export Authority

From: Alan Weitzner
Executive Director

Date: September 30, 2021

Subject: Land Access Permit with NANA Regional Corporation

Action Taken: Execution of Land Access Permit with NANA

The Alaska Industrial Development and Export Authority (“AIDEA”) is pleased to inform the Board that it has entered into a Land Access Permit with NANA, Regional Corporation, Inc. (“NANA”). This Permit will allow AIDEA and its contractors controlled access to land owned by NANA along the route of the Ambler Access Project (“AAP” or “Project”). AIDEA requested this access from NANA so that AIDEA can conduct it’s final Feasibility and Permitting Activities defined under the Ambler Access Development Agreement executed between AIDEA and Ambler Metals, LLC (“Ambler Metals”) in February 2021 under Board Resolution No. G21-03.

NANA and AIDEA staff negotiated and arrived at a mutually agreeable Permit which is attached as Exhibit 1. The Permit sets out the terms under which NANA will allow AIDEA to access specified land tracts to conduct field work needed to advance the AAP. The Permit includes these provisions:

1. This Permit is a revocable license issued to AIDEA as Permittee to enter certain NANA lands for the purposes of low-impact studies, which are part of the front-end engineering and design portion of the AAP (set out in Section 7 of the Permit);
2. The field activities conducted during the term of this Permit are for the purpose of providing environmental, engineering, and design information;
3. No other lands owned by NANA except those designated in the Permit will be accessed. The land subject to the Permit is set forth in Table 1, entitled Filed Activity Locations. If AIDEA needs to enter other NANA lands to complete the work during the term of the Permit, then AIDEA will seek and receive authorization from the NANA Lands Department before entering other NANA lands;
4. The term of this Permit will be for an approximate three (3) year period effective upon the signature date, and all permissions granted to AIDEA will expire on December 31, 2024;

5. AIDEA is responsible for obtaining all necessary permits and other governmental approvals and for maintaining compliance with all applicable federal, state, and local laws;
6. Any contractor or subcontractor will have insurance covering the activities to take place on NANA land, as set out in Exhibit A to the Permit. Under Section 2 of the Permit, AIDEA can tailor insurance coverages based on the type of work being done by a contractor; and
7. NANA will assess an annual administrative processing fee in the amount of \$38,000 to issue the Permit and requires a surety bond of \$1,000,000. NANA is to conduct a post-permit inspection. If the land is returned to good condition, at NANA's sole discretion, the bond will be returned.

AAP Project Budget

As part of the process of sanctioning field work and pre-construction activities on the AAP, the Board authorized AIDEA management to expend certain funds under Project Code 110779. Line item #11 in this budget allows for the payment of fees for land access agreements with landowners along the road route. The expenditures required under the NANA Land Access Permit will be paid out of this approved budget.

The approved 2021 field season budget includes the annual payment of \$38,000, the payment of any costs for required insurance policies, and the cost of obtaining a \$1,000,000 surety bond. It is estimated that the bond will cost \$20,000. Fifty percent of these costs will be shared with Ambler Metals under the terms of the Ambler Access Development Agreement. Ambler Metals is aware of the execution of the Land Access Permit and its terms.

Timely Execution of the NANA Permit

Because the Project budget approved by the Board included expenditures for land access agreements, the Executive Director signed the NANA Permit so that work could commence in September. Crews doing pre-construction activities are already performing work on other sections of the road corridor and now will be able to proceed to do similar work on the western portion of the road that crosses land owned by NANA and thereby not cause any subsequent delay in future field season activities.

Conclusion

AIDEA management appreciates that NANA has agreed to enter into a Permit so that AIDEA and its contractors may have controlled access to NANA land along the corridor set out in the Joint Record of Decision issued in July 2020. Subject to its terms and conditions, this Permit will allow AIDEA and its contractors access to NANA-owned lands along the approved corridor for the AAP. This access will be used to conduct feasibility, permitting, and design necessary for a final investment decision by AIDEA in the Project. This is not a full access or right of way agreement with NANA for the approximately 20 miles of the approved route on NANA land; however, it is an important step with NANA as part of the process to move to the next stages of the Project.

Attachment

Exhibit 1: NANA Land Access Permit

NANA REGIONAL CORPORATION, INC.

P.O. Box 49
Kotzebue, Alaska 99752
(907) 442-3301

909 West 9th Avenue
Anchorage, Alaska 9950
(907) 265-4100

PERMIT

Permission is hereby granted to:

**Alaska Industrial Development and Export Authority (“AIDEA”)
813 West Northern Lights Boulevard
Anchorage, Alaska 99503**

Phone: 907-771-3000

Hereinafter called the “Permittee”, to enter upon certain lands owned by the NANA Regional Corporation, Inc., hereinafter called “NANA”.

1. Purpose: This permit is a revocable license issued to Permittee to enter certain NANA lands for the purposes of low-impact studies which are part of the front-end engineering and design portion of the Ambler Access Project referenced in Section 7 of this permit. The proposed field activities to be conducted during the term of this Permit do not involve significant construction activities and are all being conducted solely for the purposes of providing environmental, engineering, and design information.

The only activities authorized by this Permit are those necessary and required to conduct the activity mentioned above. The permitted activities are restricted to the NANA owned lands shown on the maps accompanying this Permit.

This Permit is issued subject to the terms and conditions specified in the following sections.

2. Copies to Contractors: Permittee shall provide copies of this Permit to its contractors, subcontractors and agents and shall incorporate by reference the terms of this Permit in all contracts with such contractors, subcontractors and agents, excepting the insurance requirements provided in Exhibit A, such that all contractors (and their subcontractors, subcontractors, and agents are bound to perform in a like manner to Permittee. Subject to Section 26 herein, Exhibit A herein and Section B.(ii) of Exhibit A, Permittee shall require insurance of its contractors, subcontractors and agents; but, Permittee may tailor the insurance coverage to cover the contractors’ activities in connection with the purpose of this Permit and under relevant professional standards.

3. Location: The lands subject to this permit (hereinafter the “Premises”) are located on certain NANA lands only. Locations of the proposed work are listed in Table 1 (Field activity locations). No other lands owned by NANA except those designated herein are subject to this Permit. If Permittee needs to enter other NANA lands to complete the described work in Section 7 then Permittee must seek and receive authorization from the NANA Lands Department before entering other NANA lands.

4. Term: The term of this Permit will be for an approximate three (3) year period effective upon the signature date and any and all permissions granted to the Permittee herein will expire on December 31, 2024 or if prior to this expiration date, within sixty (60) days of notification by Permittee to NANA of the cessation of all field activities.

5. Termination: This Permit may be terminated at any time by either party upon five (5) days written notice to the other party. Any such termination shall not relieve either party hereto of any obligation or liability arising prior to the time of such termination.

In its sole discretion, NANA reserves the right to revoke and terminate this Permit immediately and at any time, including, but not limited to, when it appears to NANA that the Permittee is in material breach of this Permit or that the continuation of Permittee's activities under this Permit will damage NANA's property or interest including but not limited to, damage to wildlife, archaeological sites, NANA's land, waterways, or the ecology of the area. Under these circumstances, NANA may offer to begin good faith discussions with Permittee to remedy the situation.

If a satisfactory remedy is reached, NANA will not exercise its right to terminate the Permit as pertains to that situation. If these discussions do not result in a remedy satisfactory to NANA, NANA may decide to issue a written termination notice for one of the following: 1) immediate termination of the Permit; or, 2) a termination that takes effect within five (5) days of delivery of notice to the Permittee. Said written notice shall contain a statement of reasons for terminating the Permit.

6. Payment:

NANA will assess an annual administrative processing fee in the amount of \$38,000.00 per year with the first payment due upon issuance of this this Permit and the subsequent fee payments due on or before the anniversary of this Permit's effective date . Nonpayment of this fee in accordance with the terms of this Section shall be considered a material breach of this Permit and will be grounds for revocation or termination of this Permit, at NANA's discretion.

7. Authorized Uses: The Permit may be used for the following authorized uses only:

1) To enter the Premises for the purposes of low-impact studies which are part of the front-end engineering and design portion of the Ambler Access Project. The proposed field activities to be conducted during the term of this Permit do not involve significant construction activities and are all being conducted solely for the purposes of providing environmental, engineering, and design information. These activities include:

- Fish Studies: Some rivers and streams within the Project have limited data regarding fish habitat, water quality, fish species present, or critical spawning areas. This data is needed for Alaska Department of Fish and Game (ADF&G) Title 16 Habitat Permits. Methods for conducting these studies will depend on several factors (e.g., type of habitat, volume of flow, seasonality of target species); however, the activities rarely involve significant ground disturbance or vegetation clearing. Typical fieldwork

involves pedestrian movements along and/or in waterways and installation of temporary equipment (e.g., fish traps). Traps (if employed) may involve staking traps to the waterbody substrate or bank if the stream is very narrow.

- Wetlands Delineations: Wetland delineation activities will consist of one or more crews hiking along the Project corridor, documenting vegetation regimes and sample locations, and digging small (typically 16-inch diameter) soil plugs to examine soil and sediment profiles and subsurface conditions. Soil pits are backfilled with native materials that were removed upon completion of the soil investigation. AIDEA anticipates that conducting these site investigations will complete the data collection necessary for wetland delineation for the Project.
- Land Survey: Land survey activities include collecting roadway alignment survey data, ownership boundaries using existing survey monuments and defined by the Public Land Survey System (e.g., meridian, township, range, section), and topographic information at each of the proposed bridge and moderate and major culvert crossings along the Project alignment.
- Cultural Resource Surveys: Cultural resources survey methods are defined in the Cultural Resources Management Plan (CRMP) and in the 2021 Annual Work Plan prepared by AIDEA, and in any future plans as part of the Section 106 Programmatic Agreement process.
- Geotechnical Investigations: Locations of potential waterway crossings will be investigated to collect structural engineering data to facilitate bridge abutment and pier design. At water crossings, geotechnical investigations will consist of drilling up to two test borings per abutment/pier to an approximately 50-foot depth. The test borings will be completed using a helicopter-portable drill rig capable of obtaining data required for design of foundations and abutments. The test borings will be completed by an experienced drilling team and the test borings will be logged and sampled by a geologist or engineer.

Potential materials sites must be evaluated to determine the exact number, locations, sizes, and footprints of required material source sites and the location of associated site access routes. At potential materials sites, geotechnical investigations will consist of drilling five or more test borings to an approximate 50-foot depth. The test borings will be used to collect information regarding the sediment and rock material with respect to quality and quantity of construction materials available at each site. The test borings will be either cored into bedrock or use direct push methods using a helicopter portable GeoProbe drill rig or similar. The test borings will be completed by an experienced drilling team and the test borings will be logged and sampled by a geologist or engineer.

Any uses not specifically authorized above shall be considered a material breach of this Permit.

8. Special Conditions: The following special conditions are attached to this permit. Violation of any of these conditions by the Permittee shall result in immediate revocation of this Permit.

- a. The use, possession and sale of alcohol and drugs by Permittee and any personnel under Permittee's control or employment are strictly prohibited.
- b. Hunting by Permittee, excluding incidences of self-defense is strictly prohibited..
- c. Permittee is prohibited from releasing any hazardous or toxic materials, including oil and petroleum-based products, onto the Premises and any other NANA lands. The Permittee is responsible for immediately cleaning up any such spilled materials and for properly and immediately notifying the appropriate regulatory agencies and also NANA.
- d. Permittee is responsible for obtaining all necessary federal, state and local permits, required and providing proof of such permits to NANA upon their receipt.
- e. Permittee will make efforts to not disrupt subsistence activities in the area and will consult with the municipal and tribal governments in the area on intended activities to ensure disruption of subsistence activities is minimized or eliminated (if requested, NANA may provide contact information to Permittee).
- f. Permittee shall not disrupt caribou migration in the landing areas. Permittee shall not land with the helicopter if more than one caribou is spotted within a one mile radius of the landing areas.
- g. Permittee will contact the NANA Trespass Program supervisor to inform the officer of intended activities and dates and any changes in activities (NANA will provide the supervisor contact information to Permittee).
- h. Permittee shall comply with all local (tribal or municipal), regional, and federal mandates regarding COVID-19 measures.

9. Authorized Improvements: There shall be no improvements on the Premises without express authorization from NANA.

10. Inspection: NANA shall have the right at any time to have a representative present on the Premises during the term of this Permit. No prior notice by NANA is necessary for such an inspection to occur.

a. Any findings made during such inspections shall constitute rebuttable presumptions as to the condition of the Premises and the responsibility of the Permittee for any damage thereto which did not exist prior to the commencement of use hereunder.

b. Final Inspection. Permittee shall notify NANA upon completion of all field activities conducted under this Permit. The notification from Permittee shall include the following:

(i) Complete a final report after the cessation of all field activities and after any repair or reclamation is complete as provided in Section 11.c of this Permit; and

(ii) Provide ground and aerial photographs to NANA at least five (5) business days prior to the Final Inspection to confirm compliance with removal of Permittee's improvements, equipment or personal property on the Premises and depicting the condition of the Premises at the end of this Permit.

NANA shall thereafter inspect the Premises at a time mutually agreed upon by both parties but no later than sixty (60) days after notification. NANA reserves the right to request further information from Permittee if deemed necessary by NANA to complete the Final Inspection.

11. Reports: NANA shall require the following written reports during the term of this Permit:

- a. Permittee will provide a beginning of season report providing the start date of field activities and outlining the field activities expected to be conducted during the field season;
- b. NANA shall require an immediate written notification and report from the Permittee of the following:
 - (i) Spills or discharge onto Premises and any other NANA lands of any hazardous or toxic substances, including oil and petroleum-based products, and the plans and schedule of the Permittee to clean up such materials. NANA shall be provided copies of all reports and notices and included in any meetings issued by any regulatory agency as a result of a spill or discharge as described in this section.
 - (ii) Any destruction of land, waterbodies and vegetation, including any such destruction that occurs outside of the Premises.
- c. Permittee will also provide NANA with an end-of-season report by November 30 of each year and end-of-project report at least sixty (60) days prior to the expiration of this Permit. Each report must document the access, field activities and environmental cleanup activities as follows:
 - (i) The opening and closing dates of the field season;
 - (ii) A description of field activities undertaken on the Premises;
 - (iii) A description of the areas of Premises accesses during the field season; and,
 - (ii) A statement that describes any property damage, spills, and corrective actions, if any, undertaken to repair conditions of Premises.

12. Assignment: This Permit may not be assigned in whole or in part without prior written consent from NANA. Such consent may be withheld at NANA's sole discretion. Any purported assignment is void.

13. Local Consultation: NANA requires that the Permittee periodically consult with the communities of Ambler, Kobuk, and Shungnak regarding the status of the activities for which this permit is issued and include a NANA representative during these consultations.

14. Release of Liability: The Permittee shall waive, relinquish, discharge and release NANA Regional Corporation, Inc., its officers, Directors, employees, agents, contractors and subsidiaries ("NANA") from any and all claims of liability for damages from death, personal injury or damage or loss of property resulting from the use of the Premises and any other NANA's lands and any activities occurring under this Permit by the Permittee, including but not limited to any claims which may result from the active or passive negligence of NANA.

15. Indemnification The Permittee shall require its contractors, subcontractors, and agents to defend and indemnify NANA from and against any and all claims, liabilities, losses, damages and attorney's fees that NANA may suffer as a result of (i) a claim arising directly from the presence and activities of Permittee, its contractors, subcontractors, or agents on the Lands under this Permit, and (ii) from any breach by Permittee, its contractors, subcontractors, or agents, of Permittee's obligations under this Permit, except to the extent that the liability is caused by NANA's gross negligence or willful misconduct..

16. Hazardous Materials: The Permittee hereby irrevocably and unconditionally holds harmless and indemnifies NANA Regional Corporation, Inc., its officers, Directors, employees, agents, contractors and subsidiaries ("NANA") from any environmental contamination, from any environmental liability and from any damages arising in any fashion from placement, discharge, disposal or release of hazardous materials on the Premises and any other NANA lands by Permittee during the term of this permit. Permittee is required to clean up and remove any such hazardous materials deposited onto or located on the Premises and any other NANA lands as specified in Section 8. Special Conditions of this Permit.

17. Interest in Land: Any permissions which may be granted by NANA hereunder to the Permittee shall constitute a license only and shall not and do not vest in the Permittee any rights in and to the land itself.

18. Laws and Regulations: The Permittee shall comply with all applicable federal, state and local laws, regulations, ordinances and codes in its activities hereunder. The Permittee shall obtain all necessary permits as specified in Section 7 above and, at NANA's sole discretion, may be required to submit written proof to NANA that this requirement has been satisfied.

19. Liability for Damage to Land: The Permittee shall exercise due diligence in protecting NANA's land and property from damage. The Permittee shall be liable for and pay NANA for any damage to the Premises and costs or losses arising from negligence or from violation of the terms of this Permit or of any applicable law or regulation. Permittee shall obtain and provide a cash or surety bond or other bond instrument acceptable to NANA in the amount

of one million dollars (\$1,000,000) and maintain such bond throughout the term of this Permit to cover any costs, losses or damages arising from a need to replant or otherwise reclaim the Premises to its original, natural state, excepting minimal impacts. Permittee shall provide satisfactory evidence of such bond to NANA at its request. During the term of this Permit (See, Section 4. Term), NANA may conduct an inspection of the Premises in order to determine if there is a need to replant or otherwise reclaim the Premises in order to restore said Premises to its original, natural state, excepting minimal impacts. If NANA at its sole discretion determines that replanting or reclamation of the Premises is needed, NANA may use all or a portion of the bond to pay for the costs of replanting or reclamation of the Premises. During the term of this Permit (See, Section 4. Term), NANA will be under no obligation to release or return the bond in full, or any remaining amounts of the bond, until NANA, in its sole discretion, is satisfied with the condition of the Premises. NANA reserves the right to seek such other remedy as may be available to it at law or equity for damages to the Premises, and costs or losses not covered by the amount of the bond that are, or may be, incurred by NANA in replanting or otherwise reclaiming the Premises to its original, natural state, excepting minimal impacts.

20. Risk and Hazards: The Permittee agrees to assume any and all risks which might be presented by natural hazards and other phenomena which may occur on the Premises. The Permittee is responsible for notifying NANA of any such hazards, and shall secure permission prior to their removal or mitigation.

21. Refuse Disposal: The Permittee shall dispose of all refuse resulting from use of the Premises, including, but not limited to, waste materials, garbage and rubbish of all kinds, by burning all materials that will burn to the extent permitted by law and by carrying out all materials that won't burn.

22. Removal of Equipment and Materials: The Permittee shall properly remove all equipment, materials, improvements, garbage and debris from the Premises prior to this Permit's expiration, termination or abandonment.

23. Shareholder Hire: If requested by Permittee, NANA will furnish Permittee the names of shareholders interested in and qualified to perform work associated with this Permit.

24. Access to lands not owned by NANA: The Permittee is entirely responsible for obtaining the necessary permits to enter lands owned by others.

25. Entire Permit; Amendment: This Permit constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings, agreements or permits, either written or oral, between the parties hereto with respect to such subject matter. Any notice of requests for amendment(s) to this Permit must be submitted with at least 30 days written notice from Permittee to NANA. This Permit may be modified or amended, in whole or in part, at NANA's discretion. Any activities undertaken outside the scope of this Permit, or NANA-approved amendments, will be considered a material breach of this Permit. At NANA's discretion, the Permittee may be provided with thirty (30) days to cure the material breach. If not corrected within the time to cure, the material breach will be grounds for revocation and termination of this Permit by NANA

26. Counterparts: This Permit may be executed via facsimile or .pdf file copy and in counterparts, each of which will be deemed an original instrument, but all of which together will constitute one single Permit.

27. Insurance. Before performing any work at any time during the term of this Permit, Permittee shall require its contractors, subcontractors, and agents to procure and maintain, during the life of this Permit, unless otherwise specified, insurance listed in Exhibit A. NANA shall be named as an additional named insured on all policies which will be placed with insurance carriers approved and licensed by the Insurance Department in Department in the State of Alaska and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII."

BY SIGNATURE BELOW, NANA Regional Corporation, Inc. issues this Permit, and Alaska Industrial Development and Export Authority agrees to be bound by the terms of this Permit, effective as of the Date written below.

[SIGNATURE SECTION BELOW]

SIGNATURE PAGE

NANA REGIONAL CORPORATION, INC.

By: 

Title: Vice President, Lands

Date: September 14, 2021

ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT
AUTHORITY

By: 

Title: Executive Director

Date: Sept 10, 2021

Table 1 (Field activity locations)

Component Type	Component ID/Name	Study Area Acres	Lat (NAD83)	Long (NAD83)
Large Bridge	Kogoluktuk	13	67.016082	-156.693994
Large Bridge	Shungnak River	13	67.118111	-156.969316
Medium Bridge	Ruby Creek	10	67.102125	-156.91668
Primary Material Site	Shungnak River Drift and Terrace Gravels	108	67.126296	-156.979217
Primary Material Site	Kogoluktuk River Drift/Alluvium	73	67.008382	-156.687787
Small Bridge	Unnamed	3	67.016399	-156.433186
Small Bridge	Unnamed	3	67.059018	-156.713873
Small Bridge	Unnamed	4	67.025427	-156.515258
Small Bridge	Square Creek	4	67.016399	-156.433186
Small Bridge	Unnamed	4	67.01807	-156.655523

Exhibit A

Insurance and Policy Form

A. Insurance.

Before performing any work, NANA shall require PERMITTEE to require its contractors, subcontractors and agents to procure and maintain, during the life of the Permit, unless otherwise specified herein, the insurance policies listed below. NANA shall be named as an additional named insured on all policies which will be placed with insurance carriers approved and licensed by the Insurance Department in Department in the State of Alaska and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII."

(i) Workers' Compensation: PERMITTEE will require its contractors, subcontractors and agents provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Permit, as required under Alaska law, AND Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease.

In the event that PERMITTEE subcontracts any part or parts of its Permit work to a sub-contractor(s), all of the employees of PERMITTEE and sub-contractors engaged on Permit work shall be deemed to be employed in one and the same business, and PERMITTEE shall be liable for, and shall secure, Workers' Compensation coverage for all such employees, except for employees of a sub-contractor who has secured its own Workers' Compensation coverage. PERMITTEE shall require all sub-contractors to provide evidence of Workers' Compensation insurance or a waiver form, as allowed under state law. In the event that PERMITTEE has "leased" employees, PERMITTEE or the employee leasing company shall provide evidence of a Minimum Premium Workers' Compensation policy, and PERMITTEE must be the named insured. All documentation must be provided to NANA upon request.

(ii) Commercial General Liability: Including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$3,000,000 aggregate covering all work performed under this Permit.

(iii) Automobile Liability: covering all vehicles used in connection with delivery of the Purpose: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Permit.

(iv) Umbrella Liability: With limits of not less than \$5,000,000 per occurrence covering all work performed under this Permit.

(v) Contractors Pollution Liability: For sudden and gradual occurrences and in an amount of not less than \$500,000 per claim and \$500,000 in the aggregate arising out of work performed

under this Permit, including, but not limited to, all hazardous materials identified under this Permit.

(vi) Aviation Liability: If Aircraft of any kind are being used under this permit (to include the use of Helicopters and Helicopter drilling), then Aviation company must hold insurance in an amount of not less than \$2,000,000 per claim and \$2,000,000 in the aggregate for damage and / or injuries arising out of work performed under this Permit.

(vii) Remotely Piloted Aircraft Liability for Remotely Piloted Aircraft “RPA” (Drones): If the Permittee, its contractors, subcontractors, and agents use “RPA” (Drones) in the performance of activities under the terms of this Permit, Permittee shall require its contractors, subcontractors, and agents to provide one of the following: 1) provide Remotely Piloted Aircraft Liability of not less than the primary Aviation Liability which shows NANA Regional Corporation, Inc. as an additional named insured including Cross liability and Severability of interest provisions to be carried under the terms of this Section and shall be included in the Certificate of Insurance; or, 2) provide proof of Aviation Liability – with a Drone coverage endorsement with a coverage amount not less than the primary Aviation Liability which shows NANA Regional Corporation, Inc. as an additional named insured. Permittee shall provide copies of any required endorsement clauses to NANA.

B. Policy Form.

(i) All policies required by this Permit, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management, are to be written on an occurrence basis, shall name NANA, its officers, directors, agents, and employees as additional insureds as their interest may appear under this Permit. Insurer(s), with the exception of Workers' Compensation, shall agree to waive all rights of subrogation against NANA, its officers, directors, agents, and employees.

(ii) Insurance requirements itemized in this Permit, and required of the PERMITTEE’s contractors, subcontractors, and agents, shall be provided on behalf of all contractors or subcontractors to cover their operations performed under this Permit. PERMITTEE shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to contractors, subcontractors, and agents. The Permittee shall require its contractors, subcontractors, and agents to defend and indemnify NANA from any and all claims, liabilities, lawsuits, damages and costs of whatsoever nature arising out of Permittee’s modifications, deviations, or omissions in the itemized insurance requirements herein or Permittee’s failure to require insurance from any or all contractors, subcontractors, and agents to cover their operations in connection with the purpose of this Permit.

(iii) Each insurance policy required by this Permit shall:

1) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

- 2) Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to NANA.
- (iv) NANA shall retain the right to review, at any time, coverage form, and amount of insurance.
- (v) The procuring of required policies of insurance shall not be construed to limit liability nor to fulfill the indemnification provisions and requirements of this Permit.
- (vi) PERMITTEE shall be solely responsible for requiring its contractors, subcontractors, and agents make payment of all premiums for insurance contributing to the satisfaction of this Permit and shall be solely responsible for requiring its contractors, subcontractors, and agents make the payment of all deductibles and retentions to which such policies are subject, whether or not NANA is an insured under the policy.
- (vii) Claims Made Policies will be accepted for hazardous materials, and such other risks as are authorized. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, PERMITTEE agrees to require its contractors, subcontractors, and agents purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
- (viii) Certificates of Insurance from Permittee and all contractors, subcontractors, and agents evidencing Claims Made or Occurrence Form Coverage and conditions to this Permit, as well as NANA's Permit number and description of work, are to be furnished to NANA Regional Corporation, Inc., Risk Management Department, 909 W 9th Ave., Anchorage, AK 99501, prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance, when applicable. All insurance certificates shall be received by NANA before PERMITTEE and its contractors, subcontractors, and agents will be allowed to commence or continue work.
- (ix) Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Permit shall be provided to PERMITTEE, insurance company of applicable contractors, subcontractors and agents, and NANA as soon as practicable after notice to the insured.

2020 Field Study Helicopter Landing Locations







