



COMMUNITY ENVIRONMENTAL MONITORING PROGRAM AGREEMENT 2026 - 2027



AMENDED AND RESTATED COMMUNITY ENVIRONMENTAL
MONITORING PROGRAM AGREEMENT

By and Between

EAGLE MINE LLC

and

SUPERIOR WATERSHED PARTNERSHIP

In cooperation with

THE KEWEENAW BAY INDIAN COMMUNITY

DATED: December 11, 2025

Funded through

THE COMMUNITY FOUNDATION OF MARQUETTE COUNTY

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1. LIST OF ABBREVIATIONS

Eagle Mine or Eagle	Eagle Mine, a Lundin owned company
SWP	Superior Watershed Partnership
KBIC	Keweenaw Bay Indian Community
CEMP or "the monitoring program"	Community Environmental Monitoring Program
Foundation	Community Foundation of Marquette County
CEMPA "this agreement"	Community Environmental Monitoring Program Agreement
CEMPFA or "the Funding Agreement"	Community Environmental Monitoring Program Funding Agreement
CEMPFSA or "the Fiscal Sponsorship Agreement"	Community Environmental Monitoring Program Fiscal Sponsorship Agreement
USEPA or EPA	United States Environmental Protection Agency
MOU	Memorandum of Understanding

2. INTRODUCTION

- 1) **Purpose of this agreement:** This agreement states how Superior Watershed Partnership (SWP), the Keweenaw Bay Indian Community, and Eagle Mine (Eagle), working with the Community Foundation of Marquette County (Foundation), will create and manage independent community monitoring of the environment surrounding Eagle Mine's operations.
- 2) Eagle Mine, a Lundin-owned company, has built facilities to mine nickel and copper from a deposit in Marquette County in Michigan's Upper Peninsula. Eagle has a proven track record in transparency, environmental protection, safety, and strives to define modern mining. More information about Eagle Mine can be found at: <https://www.eaglemine.com/>
- 3) Superior Watershed Partnership (SWP) is a non-profit organization dedicated to monitoring and protecting the waters of Michigan's Upper Peninsula. SWP has experience and expertise gained through years of environmental monitoring in the area of Eagle Mine. More information about SWP can be found at: <https://superiorwatersheds.org/>
- 4) The Keweenaw Bay Indian Community (KBIC) is dedicated to protecting the cultural and environmental resources of their community. The KBIC's natural resource department has a wide range of experience relating to water quality, air, fisheries, and cultural heritage protection. More information about the KBIC can be found at: <https://www.kbic-nsn.gov/>
- 5) The Community Foundation of Marquette County (Foundation) is a charitable organization that exists to strengthen and enrich the lives of the residents of Marquette County by securing gifts and growing endowment funds for the long-term benefit of our communities. The Foundation strives to provide leadership by working with state, local and federal agencies and private foundations to attract funds, convene and encourage collaboration to address local issues and opportunities. More information about the Foundation can be found at: <https://cfofmc.org/>
- 6) **The Community Environmental Monitoring Program (CEMP):** Under this agreement, a program of environmental monitoring is established, although partially funded by Eagle Mine, the program is independent of Eagle Mine. This Community Environmental Monitoring Program is coordinated and run by community organizations that are committed to the environment of the region, The workings of the program and the information it generates are open to public view. Eagle believes that this is the best way to build public confidence and trust in its operations.
- 7) **Community organizations and agreements:** The SWP will set up and run the Community Environmental Monitoring Program in partnership with the KBIC, The Foundation will manage funding for the monitoring program as described in the Community Environmental Monitoring Program Fund Agreement (CEMPFA) (Attachment A), convene quarterly meetings between all organizations and manage dispute resolution mediation sessions.

Plain English: SWP and Eagle Mine have written this agreement in non-legal, everyday language. Our aim is to make this agreement more readable and accessible to the community.

Throughout the agreement, boxes like this one are used to add explanations and diagrams. They are not part of the agreement text.

- 8) This agreement and the funding agreement control the relationship between the parties involved in the monitoring program. The Foundation may enter into a fiscal sponsorship agreement regarding the administration of funds provided by individuals and entities other than Eagle.
- 9) **Conflict between the agreements:** Because there are two agreements, it is possible that a rule in one agreement conflicts with a rule in the other agreement. If this happens, the rule in the CEMPFA is the one that should be followed. There is one exception to this principle - Section 11 in this agreement - which talks about how Eagle or SWP can end the CEMPA earlier than planned. If something in either agreement conflicts with Section 11, Section 11 applies.

3. THE COMMUNITY ENVIRONMENTAL MONITORING PROGRAM (CEMP)

- 1) **Aims of the CEMP:** The CEMP aims to build a comprehensive and accurate picture of Eagle Mine's environmental impacts. The CEMP will be open and independent and based on the highest scientific standards. For example, the CEMP will only use State or USEPA approved laboratories. The community will be able to see how the monitoring is funded, the agreements that set it up (including this one) and the information collected.
- 2) **Scope of monitoring:** Monitoring may cover Eagle's mining operations, Eagle's ore processing at the Humboldt Mill and potential environmental impacts along the ore transport route.
- 3) **Structure of the CEMP:** The CEMP will have three parts:
 - a) **Verification monitoring:** SWP does verification monitoring to check on the environmental monitoring done by Eagle Mine.
 - b) **Additional monitoring:** This is monitoring done by SWP over and above the monitoring that Eagle Mine does under its permits. SWP will undertake additional monitoring if it believes it is needed to build a complete picture of Eagle Mine's environmental impacts. Additional monitoring may include traditional and edible plant studies, air quality monitoring, the ore transportation route, or additional well installations, and other areas.
 - c) **Community outreach:** Community outreach aims to make sure that the results of the monitoring program are available and understood by the community. Community outreach will include, at least, community consultation, presentations, and on-line information.

Environmental monitoring: Monitoring the environment that could be affected by a mine is a complex business.

There are many *aspects* of the environment that could be selected for monitoring— the quality of water and air; levels of dust and other pollution; the health of animals and plants, their number and location and many, many more.

Understanding how a mine affects the environment also depends on a good understanding of the environment before the mine starts — a baseline of quality scientific data.

For example, an understanding of water quality should be based on many water samples from many locations over a long period of time before the mine gets underway. Once mining starts, many more samples and tests must be taken to check for changes from the baseline that might be caused by the mine.

The way that sampling and testing is done — a methodology or standard - must ensure that results can be easily compared with results from earlier samples and tests, Data must then be assessed and interpreted by experts who have good understanding of the natural processes and systems at work.

- 4) **Management of the CEMP:** SWP, in partnership with the KBIC's Memorandum of Understanding (MOU) independently sets up and runs the CEMP, following the rules in this agreement as well as those in the Fiscal Sponsorship Agreement.
- 5) **Funds to pay for the CEMP:** Eagle has committed to pay an annual fee for a period of time for the CEMP by putting money into a fund with the Foundation. This funding obligation will end upon the earlier date of December 31, 2027, the termination of Eagle's mining operations, or closure of Eagle's mine (hereafter, "Eagle's Payment Termination Date"). The Foundation will oversee these funds. The Foundation will distribute funds to SWP as long as SWP is running the CEMP according to the rules in this agreement, the funding Agreement, and any fiscal sponsorship agreement. In turn, SWP will distribute funds to the KBIC in alignment with the MOU, the work plan, and the budget. Once Eagle has paid funds to the Foundation, Eagle has no further control over those funds after Eagle's review of invoices submitted by SWP, and so SWP must work with the Foundation regarding distribution of the funds.
- 6) **Community consultations on the CEMP:** SWP will ask the community for suggestions about the work of the CEMP. This will be done as part of the community outreach program. It is up to SWP to decide if it adopts these suggestions, but it must respond in writing to each one detailing the technical or scientific reasons for its decision. These responses will be open and available to the community.
- 7) **Changing and improving CEMP:** The CEMP will change and adapt as Eagle Mine's operations change during the term of the agreement as referenced in part 10. Future agreements may include monitoring or reclamation and post closure activities.
- 8) **CEMP Communications:** All parties (KBIC, SWP, Foundation, Eagle Mine) will make every effort to share pertinent CEMP-related updates, outreach or proposed meetings in an equitable, timely fashion. The intent is for all parties to have the most current information at the same time. All organizations commit to discussing CEMP issues honestly and openly.

KBIC and SWP Memorandum of Understanding: This MOU was signed between SWP and KBIC in 2021. The MOU outlines how KBIC became part of the CEMP through SWP.

4. INDEPENDENCE OF SWP

- 1) SWP will be independent in the way it runs the CEMP, although it must do so within the rules of the agreements and agreed monitoring standards. These agreed standards are based on best practice science. Within this framework SWP will have the final say on all things including:
 - a) Where monitoring data will be collected
 - b) Which subcontractors will do parts of the monitoring work
 - c) Which labs (meeting State of Michigan or EPA standards) will do scientific testing
 - d) How the quality of results is checked

Baseline data: Baseline data gives a picture of the environment before a development goes ahead. Once a development is underway it allows monitors to compare new results to the baseline and see if there is change in the environment.

- e) Getting advice from scientists and experts on how to set up the monitoring
 - f) How to check results from Eagle Mine
 - g) How to approach additional monitoring
 - h) How to monitor water and environmental impacts along the transport route
 - i) How to monitor impacts on plants and animals
 - j) How to monitor air quality in Powell Township and determine if changes in air quality are connected with Eagle Mine
 - k) The baseline data to be relied upon, taking into account the baseline data that Eagle has developed for its permits.
- 2) **CEMP Work Plan:** SWP will develop a Work Plan, which will outline how the monitoring is conducted. The Work Plan describes the activities that SWP plans to undertake and includes a timeline showing when those activities will be done. The Work Plan also includes a budget stating how much each part of the CEMP costs. This Work Plan is updated yearly or more often if needed and is made available to the community when complete.
- 3) **Additional monitoring:** Both during the term of and after expiration of this Agreement, SWP may decide on its own to do additional monitoring, or additional monitoring can be requested by a community member, provided that such additional monitoring shall not increase or expand Eagle Mine's funding obligations.
- 4) **Additional monitoring plan:** If SWP decides that additional monitoring is needed to properly understand how the Eagle Mine is affecting the environment, it must develop a plan stating how it will do this monitoring, and how additional monitoring that is outside of Eagle's funding obligations will be funded.
- 5) **Additional monitoring standards:** Any additional monitoring must follow this agreement. SWP will seek help if needed to develop its additional monitoring plan from scientific experts, including Eagle's experts. The plan must describe the baseline data and the standards that will be used in the additional monitoring. Where relevant EPA or State standards exist, those standards will be used. Where there are no relevant EPA or State monitoring standards, SWP will develop a standard based on current scientific literature and advice.
- 6) **Consultations on additional monitoring:** SWP must give its additional monitoring plan, including budget and proposed funding sources for additional monitoring, to Eagle Mine for comment.
- a) Eagle Mine must provide comments in writing within 28 days.
 - b) If SWP agrees with the comments, it can revise the plan accordingly and get on with putting the revised plan into action.
 - c) However, if SWP does not agree with Eagle's comments, then it must give its reasons to Eagle in writing within 14 days.
 - d) If Eagle Mine objects to the additional monitoring within 14 days after receiving SWP's reasons, the issue will be resolved by working through the dispute resolution mediation process (covered in Section 6).

- e) While the dispute process is continuing, the disputed additional monitoring plan cannot be initiated until the dispute resolution mediation process is completed and final decision is communicated.
- 7) **Use of contractors:** All monitoring work must be done by SWP, although SWP can use contractors as long as they follow the rules in the agreements.

5. FUNDING OF THE CEMP

- 1) **CEMP Budget:** Eagle will provide funds for the CEMP budget consistent with the terms of this Agreement and the Funding Agreement and subject to the next subparagraph, for as long as this agreement is in place. The CEMP budget provides for mutually agreed-upon monitoring based on good science and methods to meet the purpose of this agreement. The budget will be part of the annual CEMP Work plan.
- 2) **Eagle payments:** Eagle Mine will fund the CEMP up to \$300,000 per year. This money will be paid into an account held by the Foundation. The Foundation will receive annually \$20,000 as an administration fee, which will be deducted from the first payment made by Eagle each year. Any funding not used in a given year will be used to offset the following year budget. Notwithstanding anything to the contrary in this Agreement, Eagle's payment obligations will terminate as of Eagle's Payment Termination Date.
- 3) **Third party funding:** The CEMP may be funded by sources other than, and in addition to, Eagle Mine's funds. Such funding shall be pursuant to a separate fiscal sponsorship agreement between SWP and the Foundation, unless third party funding is obligated directly to SWP and cannot be obligated to the foundation. In this event, program agreement parameters must still be followed, and will be acknowledged in writing by third party funder.
- 4) **Use of third-party funding:** These funds can be used for monitoring after Eagle's Payment before or after the Termination Date, and to continue monitoring that is about to end because of other priorities in the Work Plan. These funds may also be used for additional monitoring. Additional monitoring paid for in this way can start as soon as the monitoring standards are established, approved by Eagle Mine, and included in the Work Plan. Any additional monitoring paid for by another person or organization must still be done by SWP or its approved subcontractors.
- 5) **Foundation Invoices Eagle Mine:** The Foundation will invoice Eagle for CEMP funds according to the process described below:
 - a) SWP will submit a draft CEMP Work Plan and budget for the coming year to Eagle Mine by November 1. Eagle will provide comments to SWP on the draft Work Plan by December 1st. SWP and Eagle will resolve any issues in the draft Work Plan and budget by December 15th. In addition, SWP will submit the Final Work Plan and budget with estimated carryover expenses to Eagle by December 15th, provided that Eagle's payment obligations (whether via budget or carryover expenses) will terminate as of Eagle's Payment Termination Date.

- b) The Foundation will send an annual report that will summarize the fund balance along with the first invoice to Eagle Mine and SWP. The invoice will reflect half the annual cost of the CEMP (January to June). This invoice will be for half the annual budget, less any deductions that may be needed due to any carryover funding from the previous year. The Foundation will send this invoice in February and Eagle will pay this invoice by the end of March.
 - c) The Foundation will send a second invoice to Eagle Mine in July for the second half of the annual cost of the CEMP July to December. The amount of the second invoice will be the half of the annual cost less the difference from the carryover deduction accounted for in the first invoice.
- 4) **SWP invoices the Foundation:** SWP will invoice the Foundation on a quarterly basis for CEMP costs according to the process described below:
- a) Each SWP invoice will be sent to the Foundation and shall include sufficient detail to demonstrate that the work being invoiced is part of the Work Plan, is within the annual budget and meets the rules and standards set out in this agreement and the Fiscal Sponsorship Agreement.
 - b) Copies of invoices will be shared with Eagle at the same time that they are provided to the Foundation. Eagle may object to the invoice or specific items in the invoice. If Eagle objects it must let the Foundation and SWP know of its objection within 14 days of receiving the invoice.
 - c) If Eagle objects, and the dispute cannot be resolved internally, then the mediation mechanism is triggered (see Section 6).
 - d) If Eagle objects to part of SWP's invoice, the Foundation will not pay that part of the invoice unless the objection is resolved in SWP's favor. The Foundation can pay the undisputed part of the invoice.
 - e) If the invoice is approved, the Foundation will authorize payment out of the CEMP Fund.

6. RESOLVING DISAGREEMENTS

- 1) In the event the parties cannot resolve any disagreements themselves, either party may invoke this dispute resolution process by notifying the other party, with a copy of the notice to the Foundation CEO. The parties will submit the disagreement to Marquette Alger Resolution Service (MARS) and work with a mutually agreed upon mediator. The mediator will submit the standard MARS dispute resolution process that all parties will have the opportunity to review and formally sign, understanding the outcome of the mediation process is final.

7. DATA SHARING

- 1) **Data sharing:** Eagle Mine will share all the data from its regulatory compliance programs that are within the purview of the CEMP's monitoring agreement with SWP. SWP will make this data public according to the rules in Section 8 below.

- 2) **Serious risks:** Eagle Mine and SWP will notify each other, by phone or email, of any data that suggests a danger to community health or the environment, as soon as practicable when they become aware of the risk. If this communication is by phone, it will be followed up with a confirming email. SWP will release this information to the community as soon as practicable and in accordance with the CEMP Notification Plan (Attachment C).
- 3) **Breaches of permits:** Any data that shows that Eagle Mine has breached its regulations or permit conditions will be shared verbally within 24 hours of discovery. The data will be shared in writing when it becomes available, when the breach is investigated, and when the data are understood.
- 4) **Other data:** All other data will be shared in writing within 14 working days upon receipt.
- 5) Both Eagle Mine and SWP shall take reasonable steps to ensure that personally identifiable data regarding individuals is kept confidential.

8. MAKING DATA AND OTHER INFORMATION PUBLIC

- 1) **Ownership and sharing of data:** SWP will own any of the data it collects and will provide the data to the community in a way that is easily understood by the widest possible audience. Data interpretation and communication will follow good risk communication practice and standards, describe if the data are a risk or not to human health or the environment, and follow the standards outlined in the CEMP Notification Plan. Data will be made available on the Internet within 45 days of receipt unless the data are being disputed.
- 2) **Raw data:** SWP can give raw data in tables along with explanations and notes to anyone who asks for it. The quality of this data must be assured as to its reliability by SWP and Eagle Mine before it is released and it cannot be released before it is made available on the Internet.

Raw data: Raw data are the data that comes direct from testing or monitoring devices. For example, a table of minute-by-minute wind speed data from a weather station are raw data — it is not summarized or interpreted.
- 3) **Eagle Mine review:** SWP will give Eagle Mine the opportunity to review information that it plans to put on the Internet. Eagle can make suggestions on how to present the information. Eagle Mine will finish its review in time to allow SWP to release Information according to the schedule described below.
- 4) **Conflicting data interpretation:** If Eagle Mine's and SWP's data explanation conflict, both statements will be posted on the CEMP website for public view.
- 5) **Serious risks:** Data that indicates a danger to community health or the environment will be released pursuant to the CEMP Notification Plan. Prior to any public release of data, SWP must ensure that risk communication standards outlined in Section 8(1) are followed.
- 6) **Breaches of Permits:** Data that shows Eagle Mine is breaching its environmental regulations or permit conditions must be published on the Internet no later than 14 days after Eagle Mine is

notified. This data must also be presented in accordance with Section 8(1). SWP must also publish Eagle's explanation of how it thinks the breach will affect the environment. Both Eagle Mine and SWP can make suggestions about how to address the breach when the data are made public. Communicating breaches of permit is also referenced in the CEMP Notification Plan.

- 7) **Other data:** Data that shows that Eagle Mine is working according to its regulations or permit conditions can be released as soon as it is presented in a way that most people can understand and that follows standards in 8(1). This data must be released within 14 days of becoming available.
- 8) **Agreements and CEMP information:** This agreement, the CEMPFA (Attachment A), CEMPFA (Attachment B), and their amendments set up the CEMP. These agreements will be made public. Final CEMP Work Plans and budgets will also be made public, SWP can ask for advice from anyone else about the CEMP and give them CEMP documents as long as it provides copies of these documents to Eagle Mine at the same time. These documents might include the CEMP Work Plan and budget.

9. COMMUNITY OUTREACH

- 1) SWP will develop a community outreach plan as part of the CEMP Work Plan. The community outreach plan will be updated each year, reported out during quarterly policy review meetings along with the update of the Work Plan. Outreach will follow standards written throughout the agreement and are outlined in the Annual Work Plan and CEMP Notification Plan.
- 2) SWP reports to the Foundation and Eagle Mine the following: Community feedback and outreach number of community consultations, the number of public inquiries, how SWP responded to public inquiries and questions and the date and how the communication was closed out. SWP will also report on CEMP website analytics; how many unique visitors and did SWP change communication or consultation strategy based on analytical trends or community feedback. This data will be reported during the quarterly meetings.

Community Feedback:
Inquiries, questions, and concerns regarding CEMP or Eagle Mine's operations will be listed on the CEMP website.

10. TERM

- 1) **Term:** This agreement starts on the day that it is signed and ends on December 31st, 2027. This agreement may end sooner if it is terminated (see Section 11 below).
- 2) The CEMP Agreements is intended to cover the life of Eagle Mine from construction through active mining operations. The CEMP monitoring during closure and rehabilitation of the operations will be dependent on funding availability, or a modified monitoring agreement that supports state regulatory monitoring requirements post closure. Additional monitoring will be dependent on funding availability both from Eagle Mine and third-party funding. The agreement shall remain in full force and effect indefinitely from the effective date until December 31, 2027, unless terminated in accordance with the provisions outlined in Section 11 below.

- 3) Eagle Mine and SWP may agree to renew or extend this agreement for additional annual periods where needed based on mine life extensions or changes in operations.

11. TERMINATION

- 1) **Termination:** Eagle Mine or SWP can terminate their involvement by giving 60 days' notice. Each party must outline their reasons for wanting to terminate as well as how the situation might be fixed. A termination notice cannot trigger the dispute processes described in Section 6.
- 2) **Avoiding termination:** If either Eagle Mine or SWP give a termination notice, both parties will try to fix the issues of concern before the end of the notice period to allow the CEMP to continue.
- 3) **Costs of termination:** If Eagle Mine or SWP terminate this agreement, SWP must be reimbursed for any costs accrued prior to the CEMP termination and costs incurred during the 60-day notice period after the notice of termination. The amount of reimbursement will be approved by the Foundation, but it cannot be more than Eagle Mine's last half-year payment. Reimbursements will only be made on costs that SWP can demonstrate.
- 4) **Termination and equipment:** SWP will retain ownership of any equipment it purchased to run the CEMP if the value of that equipment is less than \$10,000. If the value of an individual piece of equipment is more than \$10,000, Eagle Mine and SWP will agree on how to dispose of that equipment.
- 5) **Remaining Funds:** Any Eagle funding left in the CEMP fund will be kept in the Foundation non-endowment fund. Any remaining money will be used for community environmental monitoring of Eagle Mine. A further agreement between Eagle, SWP, and the Foundation will outline how this monitoring will be done.

12. HEALTH AND SAFETY

- 1) **Health and safety standards:** Eagle Mine has given SWP a copy of its health and safety standards which are included in Attachment D. SWP has reviewed the standards and agrees that all its staff, trainees and contractors will abide by the standards as they go about their monitoring activities.
- 2) **Access to Eagle Mine operations:** All SWP personnel who wish to enter Eagle Mine operations must be at least 18 years old and follow all of Eagle's health and safety rules.

13. INSURANCE

- 1) **Policies:** For the term of this agreement, SWP will maintain at least the following insurance:
 - a) A General Liability policy to the value of \$1,000,000 per occurrence and \$2,000,000 in total; and
 - b) A Hired and Non-owned Automobile liability to the value of per claim occurrence; and
 - c) Workers' compensation at a level required by the State of Michigan.

- 2) **Additional Insured:** SWP has added Eagle Mine to its General Liability policy as an additional insured to cover Eagle for any work SWP does connected with the CEMP.
- 3) **Contractors:** Contractors working for SWP will meet the same insurance requirements as Eagle's contractors who work on its mine site. Eagle will tell SWP what these requirements are.

14. INDEMNITIES

- 1) Eagle shall indemnify, protect, defend and hold SWP harmless from and against all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation reasonable attorneys' fees and expenses) of any kind or nature whatsoever, suffered or incurred by SWP, which result from or arise out of any claim for personal injury (including death) suffered by any person (including employees of SWP) and loss of or damage to property (including loss of use of thereof), in either case proximately caused by or arising out of Eagle's actions on this project up to the extent of Eagle's liability insurance, and no further. Notwithstanding the same, Eagle shall not be required to indemnify SWP from and against claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties to the extent the same are proximately caused by or arise out of the intentional reckless, or negligent acts or omissions of SWP (including without limitation willful misconduct), or its contractors, agents, representatives; affiliates, or other person under its control.
- 2) SWP shall indemnify, protect, defend and hold Eagle and the Foundation harmless from and against all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation reasonable attorneys' fees and expenses) of any kind or nature whatsoever, suffered or incurred by Eagle, which result from or arise out of any claim for personal injury (including death) suffered by any person (including employees of Eagle) and loss of or damage to property (including loss of use of thereof), in either case proximately caused by or arising out of SWP's actions on this project up to the extent of coverage of SWP's liability insurance, and no further. Notwithstanding the same, SWP shall not be required to indemnify Eagle from and against claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties to the extent the same are proximately caused by or arise out of the intentional reckless, or negligent acts or omissions of Eagle (including without limitation willful misconduct), or its contractors, agents, representatives; affiliates, or other person under its control.

Legal language: Note that this clause has not been written in plain English. Legal language has been kept to ensure that the strict legal Meaning of 'Indemnity' is preserved.

15. GOVERNING LAW

This agreement operates under the laws of the State of Michigan and Michigan law will govern its interpretation.

16. RELATIONSHIP OF EAGLE MINE AND SWP

Making this agreement does not mean that Eagle Mine and SWP have formed any kind of commercial relationship including joint ventures or business partnerships.

17. AMENDMENT

No alterations to this agreement can be made without the written consent and signature of both Eagle Mine and SWP. This agreement replaces all previous agreements about the same subject.

18. CONTACT BETWEEN SWP AND EAGLE

Communications between SWP and Eagle Mine are outlined in the CEMP Notification Plan.

Executed by the Parties on this the 11th day of December, 2025.

Superior Watershed Partnership

By: Maura Davenport

Name: MAURA DAVENPORT

Title: BOARD CHAIR

Eagle Mine LLC

By: Darby Stacey

Name: Darby Stacey

Title: Managing Director, Eagle Mine

ATTACHMENT A

AMENDED AND RESTATED EAGLE MINE

COMMUNITY ENVIRONMENTAL

MONITORING PROGRAM FUNDING

AGREEMENT

Between

EAGLE MINE LLC

and

THE COMMUNITY FOUNDATION OF MARQUETTE COUNTY

DATED: December 11, 2025

THIS AMENDED AND RESTATED FUND AGREEMENT ("Agreement") made and entered into on 11th of December, 2025, by and between the Community Foundation of Marquette County ("Foundation") and Eagle Mine LLC ("Donor" or "Eagle"). The Donor hereby creates a special project fund with the Foundation through this Agreement to support the Eagle Mine Community Environmental Monitoring Program.

The Foundation is a nonprofit Michigan corporation exempt from taxation under Internal Revenue Code ("Code") section 501(c) (3), a public charity described in section 170(b)(1)(A)(iv) of the Code and accordingly is an appropriate institution within which to establish such a charitable fund.

The Foundation hereby creates a special project fund subject to the terms and conditions of this Agreement; and

The parties agree as follows:

1. NAME OF THE FUND

There is hereby established, in the Foundation, the Eagle Mine Community Environmental Monitoring Program Fund which will be identified by the Foundation in all relevant literature, reports, promotional material and other public documents.

2. PURPOSE

Eagle seeks to build public confidence in the environmental management of the operations by establishing independent community monitoring of its environmental performance. Superior Watershed Partnership ("SWP") is a non-profit organization that is committed to monitoring and protecting the waters of the Upper Peninsula and has the experience and expertise to implement the Community Environmental Monitoring Program, SWP's implementation of the Community Environmental Monitoring Program will be conducted independently of any influence by any other party. "Community monitoring" means science-based monitoring where professional staff, trained and qualified in the relevant discipline, conduct the monitoring, The Community Environmental Monitoring Program will reflect the following principles:

- a. Science based and standards-based monitoring
- b. Independence
- c. Credible and comprehensive
- d. Scaled to the size and scope of the Eagle operations
- e. Transparent to the public

3. GIFTS

The Eagle Mine Community Environmental Monitoring Program Fund ("Fund") includes monies donated to the Foundation by the Donor or any other person or entity when directed to be included in the special project fund and accepted by the Foundation. All gifts to the Fund shall become irrevocable once accepted by the Foundation. It is anticipated that

gifts to this Fund will be intended to be available for activities described in the CEMP Agreement. It is understood that this is not a permanently endowed fund.

4. OPERATION

Eagle will pay for independent community environmental monitoring by giving funds to the Foundation pursuant to the Community Environmental Monitoring Program Agreement ("CEMP Agreement") between Eagle and the SWP to be made exclusively for implementation of the CEMP, provided that Eagle's payment obligations will terminate on the earlier date of December 31, 2027, the termination of Eagle's mining operations, closure of Eagle's mine, or termination of the CEMP Agreement (hereinafter, "Eagle's Payment Termination Date"). The CEMP Agreement determines how the Community Environmental Monitoring Program will be implemented.

SWP implements the Community Environmental Monitoring Program pursuant to the terms of the CEMP Agreement that establishes the procedures and standards for the Community Environmental Monitoring Program. The CEMP Agreement and its Exhibits are attached as Exhibit A hereto, In the event of any conflict between the terms of the CEMP Agreement and this Agreement, the terms of this Agreement shall control except in the case where:

- a. The CEMP Agreement is terminated pursuant to Section 11 of the CEMP Agreement, or
- b. There are remaining funds under Section II(f), those provisions shall control.

5. CEMP DISPUTE RESOLUTION PROCESS

- a. In the event the parties cannot resolve any disagreements themselves, either party may invoke this dispute resolution process by notifying the other party, with a copy of the notice to the Foundation CEO. The parties will submit the disagreement to Marquette Alger Resolution Service (MARS) and work with a mutually agreed upon mediator. The mediator will submit the standard MARS dispute resolution process that all parties will have the opportunity to review and formally sign, understanding the outcome of the mediation process is final.

6. THE FUND

The Fund will be the property of the Foundation. The Foundation may commingle the property of the Fund with the property of other component funds held by the Foundation, provided, however, that the separate identity of the Fund will be maintained and distributions from the Fund will be clearly identified as such to the recipients. A report of the Fund balance and relevant receipts and disbursements will be made by the Foundation to Eagle on a semi-annual basis. The annual external audit of the Foundation will be available upon request.

- a. It is agreed that all assets held in the Fund will be subject to the Articles of Incorporation and Bylaws of the Foundation, including the power contained therein for the governing board to modify, to the extent permitted, any restrictions or conditions on the distribution of funds for any specified organization if, in its sole

judgment, those restrictions become, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the area served by the Foundation.

- b. All funds remaining in the Fund at the end of the current funding period will be carried over to the next funding period, as designated in the CEMP Agreement. The Eagle contribution for the next funding period will be reduced by the carryover funds.
- c. The Foundation will prepare an invoice to Eagle for half the annual cost of the CEMP (January to June). This invoice will be for half the annual budget less any deductions that may be needed due to carry over funds from the previous year. The Foundation will send an annual fund balance report to Eagle Mine and SWP that describes carry over funding. The fund balance report and invoice will be sent to Eagle in February and Eagle Mine will pay the invoice by the end of March.
- d. The Foundation will send a second invoice to Eagle Mine in July for the second half of the annual cost of the CEMP (July to December).
- e. If the Community Environmental Monitoring Program ceases to exist and monies for that project remain in the Fund, the Foundation may allocate those monies to a similar activity, provided that such distribution is consistent with United States tax laws then in effect. Eagle will have one year from the termination of the monitoring program to re-establish an alternate community monitoring program. If all programs cease to exist, the Foundation, with written agreement from Eagle, will allocate the remaining monies to a permanently-endowed fund of the Foundation whose purpose will be determined by the Foundation and Eagle.
- f. Any permanently-endowed Fund will be charged an annual \$20,000 administrative fee. As a special project fund, the \$20,000 fee will be charged on the first of the two semi-annual invoices made to the Fund upon receipt of the deposit. Any funding not used in a given year will be used to offset the following year administration fee.
- g. Notwithstanding anything to the contrary in this Agreement, Eagle's funding obligations are capped at \$300,000 per year, and Eagle's funding and payment obligations will terminate as of Eagle's Payment Termination Date.

7. AMENDMENT

This Agreement may be modified by mutual written agreement of both parties. This agreement replaces all previous agreements about the same subject.

8. LIST OF EXHIBITS

Exhibit A; CEMP Agreement and its attachments.

Executed by the Parties on this the 11th day of December, 2025

Community Foundation of Marquette County

By: 

Name: Zosia Eppenstein

Title: CEO

Eagle Mine LLC

By: 

Name: Darby Stacey

Title: Managing Director, Eagle Mine

ATTACHMENT B

Community Environmental Monitoring Program Fiscal Sponsorship Agreement

On **December 11, 2025**, Community Foundation of Marquette County (Foundation) decided that financial support of the project described in the Community Environmental Monitoring Program (CEMP) agreement (the "CEMP Agreement") attached to this Agreement (the "Project") will further the Foundation's tax-exempt purposes. Therefore, the Foundation has created a restricted fund designated for the Project, and has decided to establish and dedicate a fund in the Foundation for the Project, administer the fund, and disburse all amounts that it may deposit to that fund, less any administrative charge as set forth below, to **Superior Watershed Partnership ("SWP")** for use in connection with the Project, subject to the following terms and conditions:

1. SWP shall provide the Foundation with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to the Foundation, showing SWP's separate existence as a nonprofit organization.
2. The Foundation shall deposit all funds received in connection with the Project to the Eagle Mine Community Environmental Monitoring Program Fund (the "Fund"), which will be identified by the Foundation in all relevant literature, reports, promotional material and other public documents. The Foundation shall administer all property that is added to the Fund by receiving donations, carrying out correspondence with fundraisers, donors, vendors and others, acknowledging donations, investing funds, and disbursing funds when authorized by SWP in compliance with the Project documentation, which is attached and incorporated by reference.
3. SWP shall use the funds solely for the project described in the accompanying CEMP agreement and solely in accordance with the approved annual budget. SWP shall repay to the Foundation any portion of the amount granted which is not used for the Project. Any changes in the purposes for which funds are spent must be approved in writing by the Foundation before implementation. If SWP breaches this Agreement, or if SWP's conduct of the project jeopardizes the Foundation's legal or tax status, the Foundation may withhold, withdraw, or demand immediate return of funds. Any tangible or intangible property, including copyrights, obtained or created by SWP as part of this project shall remain the property of SWP.
4. SWP may solicit gifts, contributions, and grants to the Foundation, earmarked for the Foundation's restricted fund for this project. SWP's choice of funding sources to be approached and the text of SWP's fundraising and marketing materials are subject to the Foundation's prior written approval. All agreements, pledges, or other commitments with funding sources to support this project via the Foundation's restricted fund shall be executed by the Foundation. The cost of any reports or other compliance measures required by such funding sources shall be borne by SWP.

5. The Foundation will assess administrative and investment management fees against this Fund in accordance with the Foundation's published fee schedule, as amended from time to time. The Foundation may also assess the fund to cover any unusual expenses incurred in connection with the administration of the Fund.
6. Nothing in this Agreement shall constitute the naming of SWP as an agent or legal representative of the Foundation for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and SWP shall make no such representation to anyone.
7. SWP shall submit a full and complete report to the Foundation as of the end of SWP's annual accounting period within which any portion of these funds is received or spent. The initial report shall be submitted by SWP no later than **December 31, 2027**, and subsequent reports, if any, shall be due on the anniversary date of the initial report. The report shall describe the charitable programs conducted by the SWP with the aid of these funds and the expenditures made with these funds and shall report on the SWP's compliance with the terms of this agreement.
8. These funds are not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between the Foundation and SWP.
9. SWP shall not use any portion of the funds granted to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
10. SWP shall notify the Foundation immediately of any change in (a) SWP's legal or tax status, and (b) SWP's executive or key staff responsible for achieving the purposes of the Project.
11. The Fund created to support this project is a component fund of the Foundation and its assets are assets of the Foundation. The Fund is subject to the Foundation's governing instruments including the Foundation's power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified charitable purposes or to specified organizations if in the sole judgment of the governing body (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.
12. SWP shall allow the Foundation to review and approve the content of any proposed publicity concerning the Project prior to its release and recognize the Foundation in all publicity materials related to the Project, as specified in the sponsorship notification letter.

13. SWP shall allow the Foundation to include information about the Fund in the Foundation's periodic public reports, newsletter, news releases, social media postings, and on the Foundation's website. This includes the amount and purpose of financial support provided to the project, any photographs provided to the Foundation, any logo or trademark belonging to the project, and other information and materials about the Project.
14. SWP hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Foundation, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of SWP, its employees or agents, in applying for or accepting the funds, in expending or applying the funds furnished pursuant to this Agreement or in carrying out the Project, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, trustees, employees or agents.
15. Either party may terminate this Agreement without cause by giving 60 days' written notice to the other party. If there are any Project Funds remaining after this Agreement has terminated, SWP may recommend that all Project Funds be retained by the Foundation and used specifically to support the activities of the Project or distributed to another charitable organization to be used for purposes similar to those of the Project. Any such recommendation by SWP is subject to the Foundation's final approval, and the Foundation may allocate the Project Funds in any manner consistent with applicable law. If SWP wishes to withdraw remaining Project Funds, it may do so as long as another nonprofit organization acceptable to the parties is found that is tax-exempt under IRC Section 501(c)(3), is not classified as a private foundation under Section 509(a) (a "Successor"), and is willing and able to sponsor the Project, and in such case, the balance of assets in the Project Fund (minus the Foundation's administrative fee and expense reimbursement) shall be transferred to the Successor, subject to the approval of any third parties that may be required, where otherwise permitted by applicable law. If no Successor is found upon termination of the Agreement, the Foundation may dispose of the Project assets and liabilities in any manner consistent with applicable tax and charitable trust laws.
16. This Agreement shall be governed by and construed in accordance with the laws of the Michigan applicable to agreements made and to be performed entirely within such State.
17. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

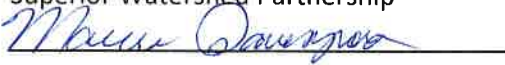
IN WITNESS THEREOF, the parties have executed this Fiscal Sponsorship Agreement effective on the **11th** day of **December, 2025**.

Community Foundation of Marquette County



Date: 12/11/2025

Superior Watershed Partnership



Date: 12/11/2025

CEMP NOTIFICATION PLAN

ATTACHMENT C

Community Environmental Monitoring Program (CEMP)
Notification Plan

October 8, 2025

CEMP NOTIFICATION PLAN

Introduction

The Community Environmental Monitoring Program (CEMP) of the Eagle Mine (Eagle), located in Northern Marquette County, Michigan, is an independent program implemented by three community-based organizations; the Superior Watershed Partnership (SWP), the Keweenaw Bay Indian Community (KBIC), and the Community Foundation of Marquette County (Foundation). The CEMP is defined and governed by formal agreements between these organizations and Eagle Mine. The CEMP is designed to build a comprehensive and accurate picture of any environmental impacts that may be a result of Eagle's operations at the mine site, the Humboldt Mill, and along the designated transportation route. The CEMP is independent, transparent, and based on community input and the highest scientific standards.

The *CEMP Notification Plan* (September 2013, revised April 2014, February 2016, October 2019, and October 2025) describes agreed upon procedures for making data and other information public. It also describes the process for communication between the SWP, KBIC, Eagle Mine, and the Foundation with respect to the annual Work Plan and Budget, additional monitoring requests, disputes between parties, data sharing and community outreach. The plan is presented in a table format that includes topics for discussion, the various steps in the communication process under each topic, and the parties that will be notified.

Notified parties include SWP, Eagle Mine, KBIC and Foundation representatives responsible for overseeing and implementing the CEMP. The *CEMP Notification Plan* is an addendum to the CEMP Agreement and any revisions require formal approval by the signatories.

CEMP NOTIFICATION PLAN

Table of Contents

- I. Annual Work Plan and Budget
 - a. Annual Work Plan/Budget
 - b. CEMP Budget Requests to Eagle
 - c. Quarterly Invoices to the Foundation
 - d. Year End Closeout
 - e. Requests for Additional Monitoring
- II. SWP/Eagle Disputes
 - a. CEMP Dispute Resolution
- III. Data/Information Sharing
 - a. Data sharing
 - b. Data Anomalies and/or Other Events
 - c. Serious Risks and/or Breaches of Permits or Other Applicable Environmental Regulations
 - d. Release of data/Information
- IV. Community Outreach
 - a. Community Outreach Plan

CEMP NOTIFICATION PLAN

Topic	Step 1	Step 2	Step 3	Notified Parties
I. ANNUAL WORK PLAN AND BUDGET				
a. Annual Work Plan/Budget	<p>SWP submits a draft of the annual Work Plan and Estimated Budget to Eagle by November 1st. Eagle provides comments to SWP and preliminary approval for continued monitoring by December 1st. Any clarifications from Eagle's comments are completed in the final workplan by December 15th.</p> <p>If SWP and Eagle can't agree, either party can request mediation.</p>	SWP submits Final Work Plan/Budget with estimated carry over expenses to Eagle by December 15 th .	SWP shares Final Work Plan/Budget with the Foundation and posts to the CEMP website by January 1 st .	Foundation COO, Eagle External Affairs Manager, SWP Executive Director and Administrator
b. CEMP Budget Requests to Eagle	<p>The Foundation submits request to Eagle for the first half of the annual budget with notification to SWP in February following receipt of SWP's final invoice close out to identify any carry over funding that reduces the work plan budget for that year.</p> <p>The Foundation submits request to Eagle for the</p>	<p>Eagle provides first half of funding to the Foundation in March.</p> <p>Eagle provides second half of funding to the Foundation in July.</p>		Foundation COO, Eagle External Affairs Manager, SWP Executive Director and Administrator

CEMP NOTIFICATION PLAN

Topic	Step 1	Step 2	Step 3	Notified Parties
	second half of the annual budget with notification to SWP in July.			
c. Quarterly Invoices to CFMC	SWP submits invoices to the Foundation for reimbursable expenses and Eagle receives copies of quarterly invoices.	Eagle has 14 days to object to submitted invoices. If SWP and Eagle can't agree, either party can request mediation.	The Foundation issues checks to SWP for reimbursable expenses.	Foundation COO, Eagle External Affairs Manager, SWP Executive Director and Administrator
d. Year End Closeout	SWP submits final invoice and annual financial report to Eagle and the Foundation no later than February 1st of each year.	Eagle has 14 days to object to submitted invoices. If SWP and Eagle can't agree, either party can request mediation or a CEMP Dispute Resolution (See II. a. and b.).	The Foundation issues check to SWP for reimbursable expenses.	Foundation COO, Eagle External Affairs Manager, SWP Executive Director and Administrator
e. Requests for Additional Monitoring	SWP provides Eagle with a plan for any additional environmental monitoring that is not described in the annual Work Plan (based on requests from the community, etc.). SWP may also request "emergency" environmental monitoring within 24 hours	Eagle confirms no objection to the additional monitoring plan or provides comments within 28 days. If SWP agrees with the comments, it can revise the plan accordingly and get on	If SWP does not agree with Eagle's comments, then it must give its reasons to Eagle in writing within 14 days. If Eagle Mine objects to the additional monitoring within 14 days after receiving SWP's reasons, the issue will be resolved	SWP Executive Director and Senior Planner, Eagle External Affairs Manager and Environmental and Water Services Manager

CEMP NOTIFICATION PLAN

Topic	Step 1	Step 2	Step 3	Notified Parties
	of an incident or discovery of an event.	<p>with putting the revised plan into action.</p> <p>Eagle responds in time to allow SWP “emergency” monitoring to take place within 24 hours (or as soon as possible) following an incident or discovery of an issue.</p>	<p>by working through the dispute resolution mediation process (covered in Section II below).</p> <p>While the dispute process is continuing, the disputed additional monitoring plan cannot be initiated until mediation process is completed and final decision is communicated.</p>	
II. SWP/EAGLE DISPUTES				
a. CEMP Dispute Resolution	SWP and Eagle have an unresolved dispute.	In the event the parties cannot resolve any disagreements themselves, either party may invoke this dispute resolution process by notifying the other party, with a copy of the notice to the Foundation CEO.	<p>The parties will submit the disagreement to Marquette Alger Resolution Service and work with a mutually agreed upon mediator.</p> <p>The mediator will submit the standard MARS dispute resolution process that all parties will have the opportunity to review and formally sign, understanding the outcome of the mediation process is final.</p>	SWP Executive Director, Foundation COO, Eagle External Affairs Manager
III. DATA/INFORMATION SHARING				

CEMP NOTIFICATION PLAN

Topic	Step 1	Step 2	Step 3	Notified Parties
a. Data Sharing	Eagle Mine will share data and annual monitoring reports from its environmental programs that are part of regulatory compliance with SWP.	Additional data collected, but not required by Eagle's environmental monitoring programs may be made available to SWP at Eagle's discretion.	SWP will make CEMP and Eagle data available to the public via the CEMP website and public outreach activities according to the rules below and outlined in the CEMP Program Agreement. Data must be presented in a way that is understandable by the widest possible audience. Any CEMP posting of data or comments related to data will be shared with Eagle. Eagle will have a reasonable opportunity to comment prior to posting.	SWP Executive Director and Senior Planner, Eagle External Affairs Manager and Environmental and Water Services Manager
b. Data Anomalies and/or other Events	SWP and Eagle will notify each other of any 'event' as soon as possible. <i>Event</i> : An unexpected occurrence that requires further investigation or analysis to determine whether there is a risk to people or the environment.	SWP and Eagle will meet to classify the significance of the risk and determine the respective actions and timelines. First preference is face to face meetings otherwise via teleconference.	SWP and Eagle options include: 1) no action, 2) initiate further investigations/monitoring, or 3) Treat as serious risk or permit violation requiring release of information (see III. b. or III. c. below).	SWP Executive Director and Senior Planner, Eagle External Affairs Manager and Environmental and Water Services Manager

CEMP NOTIFICATION PLAN

Topic	Step 1	Step 2	Step 3	Notified Parties
	Communication will be by phone and will be followed up with a confirming email.			
c. Serious Risks and/or Breaches of Permits or applicable environmental Regulations	<p>SWP and Eagle will notify each other as soon as possible of any data or information that indicates a serious risk to human health or the environment.</p> <p>SWP and Eagle will notify each other of any data or information that indicates a breach of environmental permits or State or Federal environmental regulations within 24 hours of discovery.</p> <p>If communication is by phone, it will be followed up with a confirming email.</p>	<p>SWP or Eagle will notify EGLE and other relevant authorities as soon as possible.</p> <p>If appropriate, SWP and Eagle will re-sample to confirm results.</p>	<p>A summary of the data/issue will be posted on the CEMP website within 14 days of receiving results. SWP will provide Eagle with a reasonable opportunity to comment on postings to the CEMP website. In the event of divergent views, both views will be made available to the public on the CEMP website.</p> <p>Both parties can make suggestions about how to address the problem when the data is made public. Data must be presented in a way that is understandable by the widest possible audience (see also III. c. Release of data/Information below).</p>	SWP Executive Director and Senior Planner, Eagle External Affairs Manager and Environmental and Water Services Manager
d. Release of Data/Information	In the event of serious risk or breach of environmental permits	SWP and Eagle will first share views regarding the significance of the risk, the steps being taken to	SWP and Eagle may independently release information to the public as soon as possible including	SWP Executive Director and Senior Planner, Eagle External Affairs Manager and

CEMP NOTIFICATION PLAN

Topic	Step 1	Step 2	Step 3	Notified Parties
	SWP and Eagle will communicate with each other before making data/information public.	<p>address the risk, and how to inform the community.</p> <p>SWP and Eagle will communicate as frequently as needed, depending on the seriousness and duration of the risk.</p>	<p>any views about significance and possible further actions. Public information must also include the risk, if any, to public health and the environment.</p> <p>SWP will provide Eagle with a reasonable opportunity to comment on postings to the CEMP website. In the event of divergent views, both views will be made available to the public on the CEMP website.</p> <p>Data must be presented in a way that is understandable by the widest possible audience.</p>	Environmental and Water Services Manager
IV. COMMUNITY OUTREACH				

CEMP NOTIFICATION PLAN

Topic	Step 1	Step 2	Step 3	Notified Parties
a. Community Outreach	SWP will develop a community outreach plan as part of the CEMP Annual Work Plan. The community outreach plan will be updated each year along with the Work Plan.	The community outreach plan will include how SWP plans to communicate Eagle Mine's environmental performance to the public including, but not limited to, the CEMP website; community forums in which the outcomes of monitoring are discussed; and additional presentations, brochures, etc.	<p>If requested, SWP shall also provide data/information for Eagle Mine Community presentations/forums.</p> <p>Eagle and SWP will provide each other with a schedule of community meetings and activities in advance of the event(s).</p> <p>Eagle and SWP will notify each other of activities each takes to disseminate the CEMP information.</p>	SWP Executive Director and Senior Planner, Eagle External Affairs Manager and Environmental and Water Services Manager

ATTACHMENT D: EAGLE HEALTH AND SAFETY REQUIREMENTS

General:

Health and safety at Eagle Mine LLC is managed in accordance with internal Lundin health and safety performance standards and with regard to regulatory compliance requirements established by the Mine Act and enforced by the U.S. Mine Safety and Health Administration under Title 30 of the Code of Federal Regulations Parts 48, 50, 56, 57, 60 and 62. These requirements establish minimum training and health and safety requirements for the mining industry and for all persons who are exposed to mining related hazards and/or who conduct work activities on a mining site. Environmental monitoring and sampling is considered a work activity for the purpose of these requirements.

Intent:

All of the requirements are based around a single purpose – keeping people safe! The goal at Eagle Mine is *Zero Harm*.

Scope of requirements for the Community Environmental Monitoring Program (CEMP):

Work activities undertaken by the Superior Watershed Partnership (SWP), Keweenaw Bay Indian Community, and/or their consultants and contractors, as part of the CEMP must meet the applicable MSHA and Eagle Mine health and safety requirements when conducted at the following locations:

- Mine site (any areas within and immediately adjacent to the Mine perimeter fence line)
- Mill site (including the HTDF and associated railway right-of-way)

All of these locations are generally referred to as mine sites for the purpose of MSHA and Eagle Mine health and safety requirements.

Training:

The following training requirements apply to SWP staff and contractors who will conduct work activities under the CEMP:

Mine Safety and Health Administration (MSHA):

:

- SWP staff and contractors must possess a current MSHA certificate of training (new miner or annual refresher) for surface metal/non-metal mining operations.
- Training certification must be kept current and Annual Refresher training (8-hour) must be completed each year.
- Copies of training certificates should be provided to Eagle Mine and will be requested by security prior to entry.

MSHA training can be arranged through Bell Hospital's safety training program. Cost of training will be SWP's responsibility.

Eagle Mine/MSHA Required:

- SWP staff and contractors must receive an Eagle Mine site induction, contractor hazard awareness training, and overview of required Eagle Mine procedures.
- Site induction and contractor hazard training must be renewed annually.
 - Site inductions are provided at the security building at both sites prior to entry
 - Contractor hazard training can be scheduled here:
 - <https://eaglemine.jotform.com/232394858378877>
- SWP will be provided with a list of Life Saving Rules and Eagle Mine's Core Rules.

This training will be provided by Eagle Mine at no charge to SWP.

Exception for periodic visitors:

- SWP leadership and government staff (e.g., Board members) who do not perform work activities but who may periodically observe monitoring activities do not require MSHA training, but will be required to complete Site Hazard Training (~20 minutes). This training will be conducted by Eagle Mine at the security gates prior to entry onto the mine or mill sites.

Site Access, Sign-in and Escorts:

- Before commencing work activities, SWP staff and contractors must sign-in at the respective security gates and must sign-out when work is completed.
- SWP staff and contractors conducting work activities must be escorted by a member of Eagle Mine staff or a designated Eagle Mine contractor when working on the mine or mill sites.

Advance Notice:

- To ensure that Eagle Mine can properly support SWP and its contractor's needs when CEMP work requires access to the mine or mill sites, SWP should provide Eagle Mine with a minimum of one week's advance notice.
- When unplanned monitoring or issue-based sampling is required, SWP should attempt to provide Eagle Mine with at least 24-hour advance notice.

Personal Protective Equipment (PPE):

- Long pants and shirts with minimum 4" sleeves
- Hard hat
- Steel-toed boots (ASTM standard)
- Safety glasses with side shields
- Class II reflective vest, shirt, or jacket
- Gloves during work activities
- Other seasonally appropriate dress to protect from the elements
- Hearing protection (Eagle Mine will provide when required)
- Personal flotation devices when working within 10 feet of an unprotected water hazard

Vehicles:

Pursuant to MSHA requirements, any vehicle operated on a mine site is subject to unannounced inspection by MSHA inspectors and must meet the following requirements.

- Must have a documented pre-operation inspection form available for the current period of use.*
- Must be chocked* and emergency brake engaged when parked on the mine or mill sites.
- Must be in sound mechanical condition and not have damaged or broken glass which impedes the driver's vision.
- Must have fully functional headlights, taillights, back-up lights and an operable horn.
- Vehicles used in operational areas must be equipped with flashing beacon (available at security)

*Eagle Mine will provide equipment/forms to SWP to assist with meeting this requirement.

Drug and Alcohol Use:

Eagle Mine is a drug and alcohol-free site. Personnel visiting and conducting work at Eagle Mine must not be under the influence of, nor in possession of drugs and alcohol. Alcohol must not be carried or stored in vehicles entering or operating on the Eagle Mine or Humboldt Mill sites (this includes in the trunk or in a secured cooler).