



QIA file: Q11L3C006

Arctic Bay

Gary Williams  
Advanced Exploration Incorporated  
50 Richmond Street East  
Suite 300  
Toronto, ON M5C 1N7

ρ<sup>a</sup>α<sub>l</sub>Δ<sup>c</sup>  
Cape Dorset

Dear Mr. Williams,

ᑭᓴᑦᑭᓴᑦ  
Clyde River

Re: **Application to Access Inuit Owned Land**

Grise Fiord

Please be advised you may proceed with the land use operations described in your application dated May 12, 2011.

ᐱᓂᐱᐅᐅ<sup>b</sup>  
Hall Beach

The following shall continue to form part of Q11L3C006:

$\Delta^L \supset \mathcal{C}^b$   
Igloolik

1. Application to Access Inuit Owned Land dated May 12, 2011.
2. Terms and Conditions (attached)
3. General Minimum Standards-Schedule 1 (attached)

$\Delta^b \rightarrow \Delta^c$   
Iqaluit

Once signed, please retain a copy and forward a copy to our department. A copy of Q11L3C006 must also be retained in the field throughout the duration of the activity.

ᐱᓴᓯᓴᓴ  
Kimmirut

If you have any questions or need clarification, please contact me.

$\langle^a \sigma^b \rangle^b$   
Pangnirtung

Sincerely,

Pond Inlet

R. J. L. Elai

Robert St.Eloi  
Director of Lands and Resources

Qikiqtarjuaq

 Resolute Bay

Sanikiluaq



Qikiqtani Inuit Association

**LAND USE LICENCE-Q11L3C006**

Subject to the terms and conditions in this licence, authority is hereby granted to:

**Advanced Explorations Inc.**

to proceed with the land use operation described in the approved application dated:

**May 12, 2011**

Locations:

**Inuit Owned Land with parcel identifiers HB-08 and HB-09, Melville Peninsula,  
Nunavut**

Dated at Iqaluit this 5<sup>th</sup> day of August, 2011

Effective: August 5, 2011 Expiring: March 1, 2013

Authorization: R. J. St. Elui

Robert St. Elui  
Director of Lands and Resources

[Signature]  
Signature of Applicant

VP Capital Projects  
Position

Aug 05/2011  
Date

## **Terms and Conditions**

### **Q11L3C006**

1. Nunavut Tunngavik has designated the Qikiqtani Inuit Association as the designated Inuit organization (DIO) to hold title to the surface of Inuit Owned Lands in the North Baffin, South Baffin and Sanikiluaq land use regions pursuant to the Nunavut Land Claims Agreement.
2. The Licensee acknowledges that this is a personable revocable non-exclusive and non-transferable licence and not an easement, lease or other interest in land.
3. The Licensee agrees and acknowledges that the Qikiqtani Inuit Association and Nunavut Tunngavik Incorporated shall not be liable for any loss or damage to the Licensee, or its agents, employees, contractors, Licensees or invitees arising from or occasioned by this permit/Licence or the Licensee's entry and actions on the Lands.
4. The Licensee shall indemnify and save the Qikiqtani Inuit Association and Nunavut Tunngavik Incorporated harmless from and against all manner of suit or action, cause of action, claim, demand, damage, cost, expense or liability for death, personal injury, economic loss, property damage, fines or compliance with permits approvals, certificates, Licences or orders of any authority of competent jurisdiction arising from or occasioned by any act or omission of the Licensee, its agents, employees, contractors, Licensees or invitees (including without limitation discharge of contaminants) on or in respect of the Lands, including without limitation any liability arising from breach by the Licensee of any municipal, territorial or federal statute regulation or by-law in force in Nunavut in respect of land utilization, health and safety, transportation of dangerous goods, or environmental protection.
5. The Licensee shall observe, perform and abide by the general minimum standards annexed as Schedule 1 hereto, or by any standards established from time to time in addition thereto or in substitution therefore by the Qikiqtani Inuit Association.
6. The Licensee shall be liable for any damage to the Lands occasioned by its entry and activities on the Lands.
7. The Licensee represents and warrants that it is and shall remain in compliance with all federal, territorial and municipal statutes, regulations and by-laws in respect of its entry and actions on the Lands.
8. The Qikiqtani Inuit Association may revoke this Licence at any time for breach of any term or condition of the Licence.
9. The Licensee shall pay any reasonable costs of inspection the Qikiqtani Inuit Association deems necessary to monitor compliance with the terms and conditions of this Licence or of the general minimum standards.
10. This Licence and the right of entry to the Lands are subject to the Nunavut Land Claims Agreement and to all applicable laws in force in Nunavut.



## **SCHEDULE 1**

### **GENERAL MINIMUM STANDARDS**

These standards are in addition to and not in substitution for any applicable laws or regulations in force in the Nunavut and nothing herein shall be construed so as to require or authorize the contravention of any such law or regulation, including without limitation the Nunavut Waters Act, the Fisheries Act, and the Area Development Act or any regulations made thereunder.

#### **GENERAL STANDARDS**

1. The Licensee is aware of QIA right to conduct an independent assessment of financial security in accordance with QIA's Abandonment and Reclamation Policy for Inuit Owned Lands (the Policy). The costs associated with an independent assessment shall be fully reimbursed by AEI.
2. The Licensee is required to meet with the CLARC and HTO committees of Hall Beach to provide a briefing on project activities. In addition to a seasonal activity report the Licensee is required to present a forward looking list of socio-economic opportunities for the community of Hall Beach. Meeting with the CLARC and HTO committees should occur annually and within the term of this Licence. A copy of the meeting minutes shall be submitted to QIA.
3. The Licensee shall not conduct this land use operation on any lands not designated in the Licence, unless otherwise authorized in writing by the Qikiqtani Inuit Association.
4. The Licensee shall contact the Qikiqtani Inuit Association at least 48 hours prior to commencement of any land use activity.
5. The Licensee shall not use any equipment except of the type, size and number, and shall conduct operations with the crew and methods, that are listed in the accepted application for the Licence.
6. The Licensee shall locate all camps on gravel, sand or other durable land.
7. The Licensee shall burn all combustible garbage and debris in a suitable container daily.
8. The Licensee shall keep all combustible garbage and debris in a covered metal container until disposed of.

#### **FUEL AND CHEMICAL STORAGE**

9. The Licensee shall develop and submit to QIA a Fuel Storage and Management Plan (Plan). The Plan shall document; current fuel storage locations, fuel types, quantities and storage methods. The Plan shall outline operational and maintenance procedures associated with fuel use and storage, including seasonal storage. Additionally, the Plan should address fuel storage methods as they relate to requirements presented in Environment Canada's Fuel Storage Regulations. The Plan shall be submitted annually to QIA by March 1.
10. The Licensee shall not place any petroleum storage containers within twelve (12) metres of the normal high water mark of any water body.
11. The Licensee shall not allow any petroleum or chemical products to spread to surrounding lands or into water bodies.
12. All petroleum containers shall be marked with the Licensee's name.

13. The Licensee shall report all spills immediately in accordance with instructions contained in "Spill Report, NWT 1086(10/79)". The Telephone number for the 24-hour spill line is (867) 920-8130 or [spills@govt.nt.ca](mailto:spills@govt.nt.ca) . The Licensee shall also report all spills immediately to Qikiqtani Inuit Association at (867) 975-8422 or (867) 975-8421 or [landadmin@qia.ca](mailto:landadmin@qia.ca).
14. The Licensee shall dispose of all combustible waste products by incineration or removal.

#### **DRILLING**

15. All drill fluids must be disposed of into a properly constructed sump, or a naturally occurring, contained depression, and drill fluids should be recycled wherever possible.
16. Drill sumps may not be located within 30 metres of any water body unless otherwise authorized by the Qikiqtani Inuit Association.
17. All constructed drill sumps must be restored to the natural surrounding contours of the land, prior to the expiry of this Licence.
18. Disturbance of vegetation from deposit of drill fluids/cuttings shall be restricted to the area of the sump, and the ground prepared for revegetation upon abandonment.

#### **CAMPSITES**

19. All sewage shall be deposited into a sump, or removed from the site.
20. All non-combustible garbage and debris shall be removed from the site to disposal location approved by the Qikiqtani Inuit Association.
21. The Licensee shall not bury any metal wastes.
22. The Licensee shall keep the campsite clean of garbage and debris at all times.
23. The Licensee shall report any MAN-BEAR interactions to the nearest Wildlife Officer, or contact (867) 975-7900 or (867) 222-0192.

#### **FISHERIES**

24. The Licensee shall not deposit any deleterious substance into any water body.
25. The Licensee shall not cause any obstruction of any stream.
26. Winter stream crossings shall be removed prior to the expiry of this Licence, or break-up whichever occurs first.

#### **GROUND DISTURBANCE**

27. All operations shall be carried out so as to minimize surface disturbance.
28. All disturbed areas must be restored in a manner acceptable to the Qikiqtani Inuit Association.
29. The Licensee shall not use surface vehicles to move drill rigs or other equipment or supplies, without the prior authorization of the Qikiqtani Inuit Association. The use of any vehicles off approved routes is prohibited.

#### **OTHER GENERAL**

30. The Licensee shall display this Licence and conditions in a conspicuous place in each campsite established to carry out this land use operation.

31. The Licensee shall give to the Qikiqtani Inuit Association a final plan annually by March 1, showing all lands occupied and used during this land use operation.
32. At the completion of this land use operation or termination of the Licence whichever is the earlier, the Licensee shall remove all equipment and materials unless otherwise authorized by the Qikiqtani Inuit Association.

#### **ARCHAEOLOGICAL SITES**

33. All archaeological sites and burial grounds are to be avoided. Should such a site be encountered, it is to be flagged, protected from disturbance, and reported to the Qikiqtani Inuit Association (QIA), Inuit Heritage Trust (IHT), and Culture Language Elders and Youth (CLEY) department of the Government of Nunavut;  
QIA- (867) 975-8422 or (867) 975-8421 or [landadmin@qia.ca](mailto:landadmin@qia.ca)  
IHT- (867) 979-0731  
CLEY- Territorial Archaeologist at (867) 934-2040