

LETTER OF INTENT
BETWEEN
THE NORWEGIAN PUBLIC ROADS ADMINISTRATION / BANE NOR
AND
NN

1. BACKGROUND

The Norwegian Public Roads Administration (NPRA) and Bane NOR (BN) are planning the joint road and rail project “E16 og Vossebanen Arna-Stanghelle”. The new solutions for the road and railway to a large extent involve tunnels. The total surplus of rock masses in the project amounts to 10-11 mill. m³ (volume measured in filling)

As part of the planning process, the NPRA/BN have invited private and public parties to signal their interest in these rock masses. NN’s interest has been documented through the “Letter of interest, Arna-Stanghelle” of **date** and the reply from the NPRA/BN, cf email of **date**

2. FORMAL ISSUES

The implementation of the project “E16 og Vossebanen Arna-Stanghelle” depends on political resolutions to be adopted before the time of implementation and the extent of the project can be finally determined.

The receiver **NN** is carrying out/will carry out the zoning plan process for its own project, and expects the zoning plan to be adopted **month/year**.

NN, like the NPRA/BN, is dependent on financing for all investment objects.

3. ELEMENTS IN THE FINAL AGREEMENT

In the event that a final agreement is entered into, this shall be based on forecasts for mass deliveries in rolling 6-months periods with a delivery plan per month. The NPRA/BN shall normally present a delivery plan for each individual month, no later than 30 days before the end of the month.

Based on the plans presented by the NPRA/BN, **NN** shall adjust its capacity for reception of rock masses, so as to avoid delays in production/progress.

The interface between the NPRA/BN and **NN** shall be as follows:

- The NPRA/BN will blast the rock into fragments and transport the masses to a nearby interim storage area and/or quay; details to be agreed.
- The masses will ordinarily not be processed before delivery.
- When a final agreement is to be signed, the parties shall agree on the (minimum) total volume, the volume to be received per day, and the duration of the period of delivery.
- The receiver is responsible for ensuring that the required plans and approvals for its own project are obtained before delivery starts.

For agreements involving barge transport by sea to areas relatively close to the construction site, the following shall apply:

- The NPRA/BN will be responsible for, and cover the cost of, establishing a temporary quay/loading facility, as well as the loading itself. For the sake of rational operations and potentially multiple recipients at the same time, it may be an option that the NPRA/BN in practice also handle the transport by barge to approved deposit sites/project areas. The receiver **NN** shall cover the costs of the transport.

For agreements involving longer sea transports by ship, the following shall apply:

- The NPRA/BN will be responsible for, and cover the cost of, establishing a temporary quay/loading facility, as well as the loading itself. The receiver **NN** itself will be responsible for transport vehicles (ships) and all transport costs to its own approved deposit site/project area.
- The receiver of the masses will be responsible for ensuring that all transport takes place in accordance with applicable rules and regulations.

For agreements involving transport by public road the following shall apply:

- For transports by public road, the receiver **NN** will be responsible for loading and transport from the agreed interim storage area.
- The receiver of the masses will be responsible for ensuring that all transport takes place in accordance with applicable rules and regulations, and that existing roads, structures etc. have sufficient bearing capacity.

4. FINANCIAL CONDITIONS

The parties agree that a final agreement shall be based on the following main principle:

- **NN** receives rock masses from the NPRA/BN at cost NOK: **(financial agreement)**
- **NN** covers all costs of transport and its own deposit site / project area, cf. Section 3.
- When the final agreement has been entered into, **NN** shall provide a bank guarantee as security for its obligations.

Depending on the solution chosen and the use of the masses, the NPRA/BN will discuss details related to the interface between the parties as well as financial conditions if applicable.

5. PROGRESS PLAN

A final agreement shall be established when the following formal issues have been settled:

- Construction start for the E16/Voss Line Arna-Stanghelle has been finally approved.
- The zoning plan for the receiver's project has been approved and adopted.
- Financing of NN's mass reception facility is approved.
- The project generates sufficient surplus masses. In order to ensure a sufficient number of receivers throughout the construction period, the NPRA/BN may sign Letters of Intent for larger volumes than the total surplus masses in the project. This may mean that the NPRA/BN may be unable to enter into a final agreement on delivery of masses to all parties with whom they sign a Letter of Intent.

If a final agreement has not been signed by the end of 2023, this Letter of Intent will expire, unless the parties agree on an extension.

Bergen ,.....

Statens vegvesen / Bane Nor

Receiver NN

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Enclosures:

1. Receivers planning maps, NN
2. NPRA/BN, «Planprogram E16 og Vossebanen Arna-Stanghelle» (planning programme)
3. Memorandum, information on rock mass (Sweco), dated 4 February 2019
4. Letter of interest from NN, of XX Month 202X
5. Reply to Letter of Interest, from the NPRA/BN, of XX Month 202X