



## ADDENDUM FOUR

### Request for Proposal 20067

## AIDEA AK CARES FUND PROGRAM

June 9, 2020

EMAIL TO: All RFP recipients on record.

The Request for Proposal (RFP) is hereby clarified or changed as follows:

1. Please forward information regarding RFP to interested parties.

### QUESTIONS AND ANSWERS:

1. **Q.** Are we allowing DocuSign as a tool to conduct operations?  
**A.** Yes, DocuSign is an allowed process between Program Operator and Grantee. Please disclose as part of bidder's operation.
2. **Q.** Rural requirement – Is there a definition on what is considered as rural?  
**A.** Section 3 of the Scope of Work provides the following definition: Rural Communities defined to be those communities in Alaska with a population of 5,000 or less. The Alaska Demographics site will be the defining rule on rural population.
3. **Q.** Are we able to provide Security Agreement in place with current Program Operator?  
**A.** Security Agreement will be provided.

Please see **Attachment One** for AK CARES Funding Program Security Agreement.

All other terms and conditions remain the same.

### END OF ADDENDUM

We appreciate your participation in this solicitation.

Sincerely,

Lex Sargento  
Chief Procurement Officer  
asargento@aidea.org  
907-771-3951

**SECURITY AGREEMENT**

This Security Agreement dated as of \_\_\_\_\_, 2020 (this "Agreement"), is between Alaska Industrial Development and Export Authority ("Authority"), a public corporation constituting an instrumentality of the State of Alaska within the Department of Commerce, Community & Economic Development, but with a separate and independent legal existence, created under Chapter 88, Title 44 of the Alaska Statutes ("Authority"), and \_\_\_\_\_, a \_\_\_\_\_ duly organized and existing under the laws of the State of \_\_\_\_\_ ("Grantor"). Capitalized terms used herein and not defined herein have the meanings ascribed to them in that certain Administration Agreement dated \_\_\_\_\_, 2020 between the Grantor and Authority, as may be amended or otherwise modified from time to time, the "Administration Agreement"):

1. THE SECURITY. GRANTOR hereby assigns and grants to Authority a security interest in the following described property now or hereafter owned by the Grantor (the "Collateral"):

(a) All of Grantor's investment accounts and securities deposited, credited, or otherwise held at the \_\_\_\_\_, and all proceeds of the foregoing and property arising from the disposition of the foregoing. The investment accounts and securities subject to this security agreement are identified Schedule A attached hereto ("Schedule of Collateral").

(b) All substitutes or replacements for any of the foregoing, all cash or non-cash proceeds, and profits of any of the foregoing, all income, benefits, and property receivable on account of the foregoing, all rights under warranties and insurance contracts covering the foregoing, and any causes of action relating to the foregoing; and

(c) All books and records pertaining to any of the foregoing, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

2. GRANTOR'S COVENANTS. The Grantor represents, covenants, and warrants that unless compliance is waived by Authority in writing:

(a) The Grantor shall preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate books and records with respect to the Collateral.

(b) The Grantor has not granted and shall not grant any security interest in any of the Collateral, except to the Authority, unless otherwise acknowledged by the Authority in writing, and will keep the Collateral free of all liens, claims, security

interests, and encumbrances of any kind or nature, except for the security interest of the Authority.

(c) The Grantor has not entered into any account control agreement with regard to the Collateral, and Grantor will not enter into any account control agreement with respect to the Collateral without the prior written consent of Authority.

(d) The Grantor shall promptly notify Authority in writing of any event which materially adversely affects the value of the Collateral, the ability of the Grantor or Authority to dispose of the Collateral, or the rights and remedies of the Authority in relation thereto, including the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement, or procedure affecting the Collateral, whether governmental or otherwise.

(e) The Grantor shall not sell, convey, or otherwise dispose of any Collateral, except as otherwise permitted this Security Agreement.

(f) At all times during this Agreement, the Collateral shall be sufficient to secure the amount of funds deposited in the Program Account by AIDEA under the Administration Agreement.

3. ADDITIONAL REQUIREMENTS. During the term of this Agreement the Grantor agrees:

(a) To provide Authority with a weekly reports with regard to the Collateral sufficient to show that the Collateral is sufficient to secure the amounts on deposit with Grantor in the Program Account. The Schedule of Collateral will be effective as of the date stated on the Schedule of Collateral. The Schedule of Collateral shall identify the following attributes for each investment security: (CUSIP, CUSIP description, position identification, fair value at effective date of the Schedule of Collateral, stated maturity date, government sponsored entity or agency, and location of safekeeping. The Schedule of Collateral shall only include readily marketable investment securities that are debt instruments issued or guaranteed by the U.S. Government and its agencies and instrumentalities, and government sponsored entities. This may include debt instruments issued by Freddie Mac, Fannie Mae, Ginnie Mae, and the Small Business Administration.

4. DEFAULTS. Any one or more of the following shall be an Event of Default hereunder:

(a) Grantor's \_\_\_\_\_ to do business as a \_\_\_\_\_ is revoked or rescinded;

(b) Grantor is placed into conservatorship by the \_\_\_\_\_;

(c) Grantor is placed in liquidation by the \_\_\_\_\_;

(d) Breach of the Covenants and Additional Requirements set forth in paragraphs 2 and 3 of this Agreement, which remain uncured 5 days after notice of default is provided to Grantor

5. **AUTHORITY'S REMEDIES AFTER DEFAULT.** If any Event of Default occurs, in addition to the remedies of the Authority, the Authority may do any one or more of the following:

(a) Enforce the security interest given hereunder pursuant to and to the extent permitted by applicable law.

(b) Demand and collect any payments on and proceeds of the Collateral.

(c) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Grantor.

(d) Take such measures as the Authority may deem necessary to take possession of, hold, preserve, process, assemble, insure, prepare for sale, market for sale, sell, or otherwise dispose of any Collateral, and the Grantor hereby irrevocably constitutes and appoints the Authority as the Grantor attorney-in-fact to perform all acts and execute all documents reasonably required in connection therewith.

6. PURPOSE OF SECURITY AGREEMENT AND SUBSTITUTION OF COLLATERALSUBSTITUTE. This security interest is given to secure the amounts then on deposit in the Program Account in excess of the \_\_\_\_\_ Insurance limit, and to secure Grantor's obligation to return unused grant funds, received by Grantor from grantees, to Authority. The value of the Collateral shall be maintained at a level sufficient to fully secure this amount. Grantor may substitute securities for any securities identified in the Schedule of

Collateral, provided the substitute securities satisfy the requirements set forth in Section 3(a) of this Agreement.

7. PERFECTION. Grantor will take whatever actions as are reasonably requested by the Authority to perfect and continue the Authority's security interest in the Collateral.

8. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Authority to enforce any provision shall not preclude the Authority from enforcing any such provision thereafter.

(b) The Grantor shall, at the request of the Authority, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Authority may reasonably deem necessary in order to create and/or maintain the validity, perfection, or priority of and protect any security interest granted or intended to be granted hereby or to enable the Authority to exercise and enforce its rights and remedies hereunder with respect to any Collateral. To the extent permitted by applicable law, a carbon, photographic, or other reproduction of this Agreement or any financing statement covering the Collateral shall be sufficient as a financing statement. The Grantor hereby authorizes the Authority to prepare and file any financing statement or other document which must be executed or filed to perfect or continue the perfection, maintain the priority of or provide notice of the Authority's security interest in the Collateral, and file any such financing statements and other documents by electronic means, with or without a signature, as authorized or required by applicable law or filing procedures.

(c) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(d) All terms not defined herein or in the Administration Agreement are used as set forth in the Uniform Commercial Code of the State of Alaska.

(e) In the event of any action by the Authority, upon a default by the Grantor, to enforce this Agreement or to protect the security interest of the Authority in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale, market for sale or lease, sell, or otherwise dispose of any Collateral, the Grantor agrees to pay promptly, following written demand, the reasonable costs and expenses thereof, together with reasonable attorney's fees and reasonable allocated costs for in-house legal services.

ATTACHMENT ONE

(f) The Authority's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by the Authority of any of the Obligations or the Collateral, the Authority thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but the Authority shall retain all rights and powers hereby given with respect to any of the Obligations or the Collateral not so assigned or transferred. All representations, warranties, and agreements of the Grantor shall be binding upon the successors and assigns of the Grantor.

(g) Notices under this Agreement shall be in writing and will be deemed given three days after the date deposited in a United States Post Office, postage prepaid, and mailed registered or certified United States Mail, return receipt requested, or deemed given one day after being deposited with a courier for delivery for overnight delivery, requested:

Authority	Grantor
AIDEA	[ ]
ATTN: Brenda Applegate, CFO	ATTN:[ ]
813 West Northern Lights Blvd.	[ ]
Anchorage, Alaska 99503-2495	[ ]

Schedules of Collateral shall be provided to Authority by Grantor via electronic mail to Authority's Chief Financial Officer and Chief Investment Officer to: [bapplegate@aidea.org](mailto:bapplegate@aidea.org) and [AWeitzner@aidea.org](mailto:AWeitzner@aidea.org).

9. GOVERNING LAW AND JURISDICTION. The substantive laws of the State of Alaska shall govern the validity, construction, enforcement, and interpretation of this Agreement without reference to any conflicts of law principles. Any legal suit, action, or proceeding against Grantor arising out of or relating to this Agreement may at Authority's option be instituted in any federal or state court located in or serving the Third Judicial District, State of Alaska, at Anchorage, Alaska, and Grantor waives any objections that it may now or hereafter have based on venue and/or *forum non conveniens* of any such suit, action, or proceeding, and Grantor hereby irrevocably submits to the jurisdiction of any such court in any suit, action, or proceeding.

10. TERMINATION. This Agreement shall commence on the Effective Date, and shall terminate on March 1, 2021, unless mutually agreed by the parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first written above.

[ ]

ALASKA INDUSTRIAL DEVELOPMENT  
AND EXPORT AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

DRAFT