

I.

ADMINISTRATIVE AGREEMENT BY CONSENT FOR
CAMP LONELY SITE

32 numbered pages with duplicates for
Page 31 and Page 32 (countersignatures)

- Executed by:
 - CIRI 12/21/2012
 - FELEC 03/21/2013
 - USA 03/22/2013
 - HOOL 01/08/2013
 - SOA 12/20/2013
- Effective March 22, 2013 (Day 0 for timelines)
- Referenced:
 - Exhibit A - Site Access Agreement
 - Attachment 1 – Lease/Lease Renewal
 - Exhibit B - Camp Lonely Cleanup Plan
 - Exhibit C - Escrow Agreement
 - Figure No. 2 - Site Map
 - Figure No. 4 - Estimated Landfill and contaminated soils areas
 - Table 3: Estimated Materials and Wastes to be Encountered
During the Camp Lonely Site Cleanup
 - Regulations
 - 18 AAC 15.205
 - 18 AAC 75.990 (17)
 - 18 AAC 15.195-15.340
 - 18 AAC 15.185
 - 18 AAC 75.990(100)
 - 18 AAC 75.380(d)(1)
 - 18 AAC 75.360
 - 18 AAC 75.325-390
 - 18 AAC 75.380(d)(2)

Statutes

CERCLA 107(a),

42 USC §9607(a) (interest rates)

CERCLA 113(f)(2),

42 USC 9613(f)(2) (“matters addressed”)

Anti-Deficiency Act, 31 USC § 1341

AS 09.30.070 (interest rates)

AS 46.03.020(7) (information requests)

STATE OF ALASKA

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

STATE OF ALASKA, DEPARTMENT OF)
ENVIRONMENTAL CONSERVATION,)
)
v.)
)
COOK INLET REGION, INC.; FELEC)
SERVICES, INC.; HUSKY OIL OPERATIONS)
LIMITED; the UNITED STATES OF)
AMERICA.)
_____)

ADMINISTRATIVE AGREEMENT BY CONSENT FOR CAMP LONELY SITE

Cook Inlet Region, Inc. ("CIRI"); FELEC Services, Inc., ("FELEC"); Husky Oil Operations Limited ("Husky"); the United States of America ("United States") (collectively, "PRPs"), along with the State of Alaska, Alaska Department of Environmental Conservation ("ADEC"), which are referred to herein together as "Parties" and may be referred to individually as a "Party," jointly agree to this Administrative Agreement by Consent For Camp Lonely Site ("Agreement").

I. FINDINGS

WHEREAS, Camp Lonely is located near Pitt Point between Smith and Harrison Bays, adjacent to the Beaufort Sea in Alaska, approximately 1.5 miles northwest of the Point Lonely Short Range Radar Station;

WHEREAS, in September, 2004, ADEC notified the United States Geologic Survey, CIRI, the United States Air Force and the United States Bureau of Land Management ("BLM") that ADEC considered those entities to be potentially responsible for responding to solid waste, oil and/or

hazardous substance contamination at Camp Lonely, and ADEC sent similar notification letters to FELEC, the United States Navy and Husky in early 2005;

WHEREAS, in its notification letters, ADEC expressed concern that the contents of the landfill at Camp Lonely might eventually be exposed to the Beaufort Sea due to erosion of the coastline;

WHEREAS, in 2005 and 2006, pursuant to interim settlement agreements among ADEC, Husky, CIRI, FELEC and the United States, Hoefler Consulting Group ("HCG") conducted site characterization and other work at Camp Lonely, and those studies were memorialized in an Interim and Final Site Characterization, Supplemental Monitoring Reports, and a Feasibility Study;

WHEREAS, Husky alleges that the United States continues to owe Husky \$84,109.00 pursuant to a previously executed interim agreement;

WHEREAS, on December 19, 2012, ADEC approved a Camp Lonely Site Cleanup Plan;

WHEREAS, Husky has agreed to contract with qualified person(s) to perform the Site Cleanup Work, as defined below;

WHEREAS, the Parties desire to resolve the potential liability of the PRPs for Covered Matters, as set forth below; and

WHEREAS, without admitting any liability or fault, the Parties agree that this Agreement has been negotiated in good faith, that settlement of this matter will avoid potentially prolonged and complicated litigation between and among the Parties, and that this Agreement is fair, reasonable, and in the public interest;

NOW, THEREFORE, the Parties agree as follows.

II. DEFINITIONS

The definitions set forth below shall apply for all purposes to this Agreement.

1. "ADEC" means the Alaska Department of Environmental Conservation.
2. "ADEC's Past Costs" means the unpaid recoverable costs that ADEC has incurred for the Site through August 31, 2012.

3. "ADEC's Future Costs" means recoverable fees, costs, and expenses incurred after August 31, 2012 by the State of Alaska, including those of ADEC and the Alaska Department of Law ("ADOL"), in connection with the costs of response, including oversight or other administrative expense, related to the Covered Matters and this Agreement, including but not limited to: (i) cost recovery; (ii) the preparation and implementation of this Agreement; and (iii) review by ADEC or ADOL of any proposed work plans, plans, amendments, reports, or other submissions made pursuant to this Agreement, the Cleanup Plan, or otherwise in connection with the Site Cleanup Work.

4. "BLM" means the Bureau of Land Management within the U.S. Department of the Interior.

5. "Camp Lonely Pad" or "Pad" means the approximately fifteen-acre gravel pad that is leased through the 2006 Lease Renewal Agreement numbered 81305, between CIRI and BLM, which Lease Renewal Agreement is Attachment 1 to the Site Access Agreement. The Site Access Agreement will be substantially the same form that is attached hereto as Exhibit A.

6. "Camp Lonely Site Cleanup Plan" or "Cleanup Plan" means the Camp Lonely Site Cleanup Plan approved by ADEC on December 19, 2012 and which is attached hereto as Exhibit B.

7. "CIRI" means Cook Inlet Region, Inc.

8. "CIRI's Settlement Share" means the sum of: (a) Four Thousand, One Hundred and Nine 02/100 Dollars U.S. (\$4109.02); (b) One Million, Twenty Thousand 00/100 Dollars U.S. (\$1,020,000); and (c) fifteen percent (15%) of the amount, if any, by which the Primary Costs exceed Eleven Million, Three Hundred One Thousand, Three Hundred Forty Two 00/100 Dollars U.S. (\$11,301,342).

9. "Covered Matters" means all past or future claims, causes of action or remedies relating to environmental contamination at the Site, including but not limited to Performance of the Selected Remedy, under any authority, including but not limited to: the Comprehensive Environmental

Response, Compensation, and Liability Act of 1980 (“CERCLA”); the Resource Conservation and Recovery Act (“RCRA”); the Clean Water Act; the Oil Pollution Act of 1990; Alaska Statutes; and common law, including contract and tort.

10. “Effective Date” means the date on which all Parties have signed this Agreement.

11. “Escrow Agreement” means the agreement with Wells Fargo, in substantially the same form as Exhibit C hereto, by which a Remediation Escrow Account shall be established and maintained.

12. “Estimated Cost of the Selected Remedy” or “Estimated Cost” means the amount of Twelve Million, Four Hundred Eighty-Four Thousand, Forty 00/100 Dollars U.S. (\$12,484,040), which SLR International Corp., an environmental consultant, determined was necessary to implement the Selected Remedy.

13. “FELEC” means FELEC Services, Inc.

14. “FELEC’s Settlement Share” means the sum of: (a) Four Thousand, One Hundred and Nine 02/100 Dollars U.S. (\$4109.02); and (b) One Million, Ninety-Five Thousand 00/100 Dollars U.S. (\$1,095,000).

15. “Hazardous Substance” has the meaning set forth in Alaska Statutes (AS) § 46.03.826(5).

16. “Husky” means Husky Oil Operations Limited.

17. “Husky’s Settlement Share” means the sum of: (a) Four Thousand, One Hundred and Nine 02/100 Dollars U.S. (\$4109.02); (b) 100% of the PRPs’ Future Response Costs for remediation of the Miscellaneous Hot Spots, unless all of the circumstances described in Paragraph 70 below arise; (c) Three Million, Five Hundred and Thirty-Five Thousand, Six Hundred and Seventy One 00/100 Dollars U.S. (\$3,535,671); and (d) thirty-five percent (35%) of the amount, if any, by which the Primary Costs exceed Eleven Million, Three Hundred One Thousand, Three Hundred Forty Two 00/100 Dollars U.S. (\$11,301,342).

18. “Miscellaneous Hot Spots” means those areas shown on Figure No. 4 of the Cleanup Plan as areas of “Petroleum Contaminated Soil” that are not within the Northeast Landfill or Western Landfill.

19. "Northeast Landfill" means the approximately 8,471 square foot area located on the northeastern portion of the Site that is identified as "Northeast Landfill" on Figure No. 4 of the Cleanup Plan.

20. "Potentially Responsible Party/Potentially Responsible Parties" and "PRP/PRPs" means Husky, the United States, FELEC, and CIRI individually/collectively.

21. "Primary Costs" means the portion of the PRPs' Future Response Costs (as defined below) that does not include costs for remediation of the Northeast Landfill or Miscellaneous Hot Spots.

22. "Private PRPs" means Husky, FELEC and CIRI.

23. "PRPs' Future Response Costs" means the costs incurred and paid by the PRPs to perform the Site Cleanup Work, including payment of ADEC's Future Costs and Project Coordinator oversight expenses.

24. "PRPs' Past Costs" means unreimbursed costs that the Private PRPs have incurred for the Site through August 31, 2012.

25. "Project Coordinator" means the role performed by Husky pursuant to its agreement herein to: (a) contract with qualified person(s) to undertake and complete the Site Cleanup Work; and (b) establish and manage the Remediation Escrow Account. Husky's role as Project Coordinator neither increases nor decreases Husky's other obligations, undertakings, liability, payments or performance, in its capacity as a PRP, as otherwise provided in this Agreement.

26. "POW 1" means the DEW Line Station at Point Lonely, Alaska.

27. "Qualified person" has the meaning set forth in 18 AAC 75.990(100).

28. "Remediation Escrow Account" means the account that will be established by the Private PRPs with the Wells Fargo National Bank Association, Corporate Trust Services, promptly following the Effective Date of this Agreement, or sooner if practicable. The account will be established through an Escrow Agreement in substantially the same form as Exhibit C hereto.

29. "Selected Remedy" means the currently selected remedial action for addressing the Camp Lonely Site that is set forth in the Cleanup Plan.

30. "Settling Federal Agencies" means the United States Air Force, the United States Navy, BLM and the United States Geological Survey.

31. "Site" means the areas within the Southeast 1/4, Protracted Section 18, Township 18 North, Range 5 West, Umiat Meridian, Alaska, depicted on the map included as Figure No. 2 in the Cleanup Plan, and includes areas where hazardous and non-hazardous substances and buried solid wastes and/or debris have come to be located (including the Western Landfill, the Northeast Landfill and the Camp Lonely Pad).

32. "Site Cleanup Work" means the actions (regardless of whether they are denoted as part of the "Selected Remedy") that are necessary, as set forth in the Cleanup Plan or other Work Requirement Documents, as defined below, to obtain a final written determination that the cleanup at the Site is complete pursuant to 18 AAC 75.380(d)(1).

33. "State of Alaska" means the state known as Alaska and includes all of its departments, agencies, officers and instrumentalities, including, without limitation, ADEC.

34. "United States" means the United States of America, including all of its departments, agencies, officers, and instrumentalities.

35. "United States' Settlement Share" means the sum of: (a) Eleven Thousand, Three Hundred and Nineteen 00/100 Dollars U.S. (\$11,319); (b) 100% of the PRPs' Future Response Costs for remediation of the Northeast Landfill, unless all of the circumstances described in Paragraph 70 below arise; and (c) 50% of the Primary Costs (regardless of whether Primary Costs equal or exceed the Estimated Cost).

36. "Western Landfill" means the approximately 3.9 acre area located on the western portion of the Site that is identified as "Western Landfill" on Figure No. 4 of the Cleanup Plan. The Western Landfill is often referred to in the ADEC Contaminated Sites database as "Camp Lonely Landfill."

37. "Workplan" means a plan or other submission, as discussed in 18 AAC 75.360, that describes the specific measures that will be undertaken at the Site to complete the Site Cleanup Work.

38. "Work Requirement Documents" means the Cleanup Plan, related Workplans and any other related orders or documents developed after the Cleanup Plan, including any amendments or modifications of such documents, that address the actions that are necessary to obtain a final written determination that the cleanup is complete pursuant to 18 AAC 75.380(d)(1).

III. TERMS AND CONDITIONS

A. Performance of the Site Cleanup Work.

39. Husky, as Project Coordinator, shall complete the Site Cleanup Work, including implementation of the Selected Remedy. The PRPs will fund that work as set forth in this Agreement.

40. If Husky has not done so prior to the Effective Date of this Agreement, then as soon as practicable thereafter Husky shall contract with a qualified person to conduct or supervise the Site Cleanup Work. Husky shall manage performance of such contracts. To be qualified, in addition to meeting the requirements of 18 AAC 75.990(100), the contractors must be bonded, insured with Commercial General Liability, Automobile Liability and Workers' Compensation insurance in the amounts stated in the Site Access Agreement.

41. Husky agrees that Husky or the contractor selected under Paragraph 40 will provide the BLM in its role as land manager with: (1) a reasonable opportunity to participate in any and all negotiations and discussions with ADEC relating to the Site Cleanup Work; and (2) draft copies of any reports related to the Site Cleanup Work as far in advance as practicable prior to submission of those documents to ADEC.

42. Husky, as Project Coordinator, and any other person or entity arranging, performing or contracting for the Site Cleanup Work shall act on its own behalf and not as an agent or

employee of the United States, the State of Alaska, CIRI or FELEC in such arranging, performing or contracting. Neither the other PRPs' payments under this Agreement nor the State of Alaska's execution of this Agreement shall constitute or be construed as an assumption by the other PRPs or the State of Alaska of any responsibility whatsoever, whether legal, contractual, or otherwise, for the actions taken to perform the Site Cleanup Work.

43. If waste, other than non-hazardous solid waste or soil suitable for landfarming, in significantly greater quantities or concentrations than those listed in Table 3 of the Cleanup Plan is encountered during performance of the Site Cleanup Work during the 2013 field season, then Husky, in consultation with the other PRPs and ADEC, may determine that such additional waste will not be remediated during the 2013 field season. In that event, Husky, as Project Coordinator, shall ensure that the appropriate interim response actions are taken before the conclusion of the 2013 field season as set forth in the Work Requirement Document. In addition, Husky, CIRI and the United States promptly shall confer to discuss completion of the cleanup and shall convene with ADEC no later than October 1, 2013, to discuss a cost-effective plan to complete the Site Cleanup Work.

44. Husky's project manager or his designee shall prepare and submit to ADEC written progress reports as required by the Work Requirement Documents.

45. At the written request of ADEC, Husky's project manager or his designee shall make available for inspection and copying all documents, records, photographs, data and other writings in Husky's possession that are reasonably related to the Site Cleanup Work.

46. Husky, as Project Coordinator, shall ensure that the costs for remediation of the Northeast Landfill and of Miscellaneous Hot Spots are segregated from the other costs for the Site Cleanup Work so that the costs attributable to the Northeast Landfill and Miscellaneous Hot Spots, and the rationale for that attribution, are readily discernible.

47. The Private PRPs each agree to hold harmless and indemnify BLM for any claims brought by a third party or the State relating to use of the Site during performance of the Site

Cleanup Work. This hold harmless and indemnification obligation does not apply to FELEC, which will have no active role in Site Cleanup Work, except to the extent the claim is premised upon an act or omission by a FELEC employee or representative at the Site.

48. Nothing in this Agreement or the 2006 Lease Renewal Agreement, numbered 81305, between CIRI and BLM, shall be construed to obligate CIRI to fill, restore or otherwise rehabilitate the Western Landfill during or after completion of the Site Cleanup Work.

B. Payments by the PRPs.

Payments by the United States.

49. As soon as reasonably practicable after the Effective Date, the United States, on behalf of Settling Federal Agencies, shall pay Six Thousand, Seven Hundred, and Seventy One 69/100 Dollars U.S. (\$6,771.69) to ADEC in full payment of the United States' share of ADEC's Past Costs. For any portion of the Six Thousand, Seven Hundred, and Seventy One 69/100 Dollars U.S. (\$6,771.69) payment made later than one hundred twenty (120) days after the Effective Date or the date that ADEC provides proper instructions for payment, whichever is later, interest on the unpaid balance shall be paid at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the 121st day after the later of the Effective Date and the date that ADEC provides proper payment instructions.

50. In addition to the payment set forth in Paragraph 49 above, the United States shall be liable for the United States' Settlement Share, which shall be paid as set forth in Paragraphs 51-54 below.

51. (a) The United States, on behalf of Settling Federal Agencies, shall make an initial payment via Automated Clearinghouse (ACH) electronic funds transfer to the destination set forth in the Escrow Agreement in the amount of \$4,000,000 as soon as reasonably practicable after the Effective Date of this Agreement. For any portion of the \$4,000,000 payment made later than one hundred twenty (120) days after the Effective Date or the date that Private PRPs provide proper instructions for payment, whichever is later, interest on the unpaid balance shall be paid at

the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the 121st day after the later of the Effective Date and the date that Private PRPs provide proper payment instructions. Proper payment instructions may be provided through the escrow agent.

(b) The initial payment described in subparagraph 51(a) above shall constitute payment for the first \$4,000,000 of the United States' Settlement Share. When the Private PRPs calculate that the United States' Settlement Share has reached \$4,000,000, the Private PRPs shall submit to the United States written documentation, which shall include the information that is to be included in each Payment Demand discussed below in subparagraph 52(a), in support of the Private Parties' calculation. If the United States disputes the Private PRPs' calculation, then such dispute shall be addressed in the manner described in subparagraph 52(d) below.

52. The remaining payments by the United States, on behalf of Settling Federal Agencies, shall be made as follows:

(a) Within six months after the United States' Settlement Share has reached \$4,000,000, and no more frequently than every six months thereafter, the Private PRPs shall submit to the United States a written demand for payment ("Payment Demand"), based on costs that the Private PRPs paid during the time period covered by the Payment Demand, for the portion of the United States Settlement Share that the United States has not previously paid. Notwithstanding any other provision of this Agreement, in order to qualify for the United States' payment:

(1) Each Payment Demand shall include: (i) sufficient information to establish that Private PRPs actually incurred each claimed cost; (ii) sufficient documentation to establish that all actions for which reimbursement is requested in the Payment Demand were required or approved and/or otherwise not objected to by ADEC; (iii) an explanation which establishes that all of the PRPs' Future Response Costs for which reimbursement is requested are necessary and consistent with the Work Requirement Documents, and that the work was performed in accordance with the requirements of federal and state laws and regulations, including, without limitation, ADEC's Site Cleanup Rules,

18 AAC 75.325 -18 AAC 75.390; (iv) reference to the relevant contract(s), purchase order(s), application(s) for expenditure, or other cost-authorizing document(s); (v) an invoice showing the amount of payment requested, divided into component cost items and related back to the relevant cost-authorizing document(s); (vi) supporting documentation and information sufficient to identify each contractor, vendor, or other entity to whom money for which Private PRPs seek reimbursement was paid, and to show, for each such contractor, vendor or other entity, the amount paid and the services or goods provided; (vii) proper payment instructions; and (viii) a certification under penalty of perjury by a responsible officer(s) or official(s) of Husky, as Project Coordinator, that states:

“I, _____, on behalf of Husky, as project coordinator, hereby certify that: (1) all of the costs referenced in the attached Payment Demand consist of PRPs’ Future Response Costs as defined in Paragraph 23 of the Administrative Agreement by Consent for Camp Lonely Site; (2) all of those costs have been paid in full; and (3) the costs are properly invoiced as set forth in Paragraph 52 of the Administrative Agreement by Consent for Camp Lonely Site. Payment by the United States of the United States’ settlement share in the attached Payment Demand, together with any interest accrued on that amount as set forth in the Administrative Agreement by Consent for Camp Lonely Site, shall be accepted by the Private PRPs as payment in full of all sums owed under the attached Payment Demand. The above certification and payment acceptance are binding on Husky, CIRI and FELEC.”

(2) Personnel directly employed by Husky or CIRI may perform work that constitutes PRPs’ Future Response Costs for which they may seek reimbursement. When Husky and CIRI believe such work has been performed, such costs shall be documented by a statement that identifies the personnel performing the work, their chargeable hourly rate (reflecting the cost to Private PRPs) and allocated overhead, the date and number of hours worked, and a description of the work performed.

(b) Private PRPs shall send each Payment Demand by certified mail to the representatives of the United States, BLM, the United States Air Force and the United States Navy as set forth in Paragraph 103 below. In addition, the Private PRPs shall send a copy of each Payment Demand by email to Mike McCrum (email: mmccrum@blm.gov), Edwin Oyarzo (email: edwin.oyarzo@us.af.mil) and Mark A. Nitzczynski (email: mark.nitzczynski@usdoj.gov).

(c) The United States shall pay via Automated Clearinghouse (ACH) electronic funds transfer to the destination set forth in the Escrow Agreement, the amount requested in each qualifying Payment Demand, less any amount the United States disputes, as soon as reasonably practicable following the United States' receipt of the Payment Demand, allowing time for review of the Payment Demand and supporting documentation. For any undisputed payment made later than one hundred twenty (120) days after the United States' receipt of the qualifying Payment Demand, including any changes to proper payment instructions, interest on the unpaid balance shall be paid at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the 121st day after the United States' receipt of the qualifying Payment Demand. For any disputed payment, the United States shall pay the amount determined that it owes as soon as reasonably practicable after the date that the dispute is resolved, and for any such payment made later than one hundred twenty (120) days after the date that the dispute is resolved, interest on the unpaid balance shall be paid at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the 121st day after the date that the dispute is resolved.

(d) If the United States disputes any costs in a Payment Demand, in whole or in part, then the following dispute resolution procedures shall be used, notwithstanding the Dispute Resolution procedures set forth in Section I of this Agreement. The United States shall have the right to withhold payment of the disputed amount; provided, however, that the United States shall notify Private PRPs of any such dispute within ninety (90) days after the United States receives the Payment Demand. The United States and Private PRPs shall promptly make a good faith effort to resolve the dispute. If the dispute is not resolved within sixty (60) days after the United States notifies Private PRPs of the dispute, or some longer period agreed upon by the United States and Private PRPs, then the United States and Private PRPs may seek to resolve the dispute through a nonbinding alternative dispute resolution process such as mediation. Each party shall bear its own costs for the nonbinding alternative dispute resolution process. If the dispute is

not resolved within one hundred twenty (120) days after the United States notifies Private PRPs of the dispute, or some longer period agreed upon by the United States and Private PRPs, then the Private PRPs may seek to recover pursuant to Paragraph 85 below the costs to which the Private PRPs believe they are entitled. In proceedings on any dispute regarding costs sought pursuant to a Payment Demand submitted by Private PRPs, Private PRPs shall have the burden of demonstrating that the costs qualify for payment as part of the United States' Settlement Share as set forth in this Agreement.

53. In the event that the United States does not make any payments required under this Agreement due to an error in or delay in receiving the account or other payment information from ADEC or the Private PRPs, any time limits for such payments by the United States shall be tolled until correct information is received by the United States.

54. The Parties to this Agreement recognize and acknowledge that the payment obligations of the United States, on behalf of Settling Federal Agencies, under this Agreement can only be paid from appropriated funds legally available for such purpose. Nothing in this Agreement shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

Payments by Husky.

55. Husky shall be liable for Husky's Settlement Share, which shall be paid as set forth in Paragraphs 56-59 and Paragraphs 68-69 below.

56. Within sixty days of the Effective Date, Husky shall pay to ADEC Four Thousand, One Hundred and Nine 02/100 Dollars U.S. (\$4109.02) in full payment of Husky's share of ADEC's Past Costs. Interest shall accrue on any delinquent unpaid balance from the due date through the date of payment at the rate then effective in the State of Alaska for prejudgment interest calculated under AS 09.30.070.

57. Within sixty days of the Effective Date, Husky shall deposit into the Remediation Escrow Account Three Million, Five Hundred Thirty-Five Thousand, Six Hundred Seventy One 00/100 Dollars U.S. (\$3,535,671.00). Interest shall accrue on any delinquent unpaid balance from the due date through the date of payment at the rate then effective in the State of Alaska for prejudgment interest calculated under AS 09.30.070.

58. In addition, when needed to effectuate cleanup, Husky shall deposit into the Remediation Escrow Account Husky's Settlement Share for Miscellaneous Hot Spots under Paragraph 17(b). Further, in the event that Primary Costs exceed Eleven Million, Three Hundred One Thousand, Three Hundred Forty Two 00/100 Dollars U.S. (\$11,301,342.00), Husky shall promptly deposit into the Remediation Escrow Account thirty-five percent (35%) of the amount by which the Primary Costs exceed Eleven Million, Three Hundred One Thousand, Three Hundred Forty Two 00/100 Dollars U.S. (\$11,301,342.00).

59. If at any time the funds in the Remediation Escrow Account are not sufficient to pay for the Site Cleanup Work, then Husky shall make the required payments for the Site Cleanup Work, and may: (a) seek payment from the United States, on behalf of settling Federal Agencies, toward the United States' Settlement Share in the manner specified in Paragraph 52 above; and (b) seek payment from CIRI as set forth below in Paragraph 63.

Payments by CIRI.

60. CIRI shall be liable for CIRI's Settlement Share, which shall be paid as set forth in Paragraphs 61-63 and Paragraphs 68-69 below.

61. Within sixty days of the Effective Date, CIRI shall pay to ADEC Four Thousand, One Hundred and Nine 02/100 Dollars U.S. (\$4109.02) in full payment of CIRI's share of ADEC's Past Costs. Interest shall accrue on any delinquent unpaid balance from the due date through the date of payment at the rate then effective in the State of Alaska for prejudgment interest calculated under AS 09.30.070.

62. Within sixty days of the Effective Date, CIRI shall deposit into the Remediation Escrow Account One Million, Twenty Thousand 00/100 Dollars U.S. (\$1,020,000.00). Interest shall accrue on any delinquent unpaid balance from the due date through the date of payment at the rate then effective in the State of Alaska for prejudgment interest calculated under AS 09.30.070.

63. In addition, in the event that Primary Costs exceed Eleven Million, Three Hundred One Thousand, Three Hundred Forty Two 00/100 Dollars U.S. (\$11,301,342.00), CIRI shall promptly deposit into the Remediation Escrow Account fifteen percent (15%) of the amount by which the Primary Costs exceed Eleven Million, Three Hundred One Thousand, Three Hundred Forty Two 00/100 Dollars U.S. (\$11,301,342.00).

64. The September 2012 estimated cost for pad compaction is Three Hundred Sixty Five Thousand 00/100 Dollars U.S. (\$365,000.00). In the event Husky, as Project Coordinator, determines that more cost effective pad compaction is foreseeable under Section 3.8 of the Cleanup Plan, thereby allowing up to a two-year delay in compaction, CIRI may elect to pay additional equipment shipping costs to expedite pad compaction. All other costs associated with pad compaction are considered Primary Costs that will be paid from the Remediation Escrow Account.

Payments by FELEC.

65. FELEC shall be liable for FELEC's Settlement Share, which shall be paid as set forth in Paragraphs 66-67 below.

66. Within sixty days of the Effective Date, FELEC shall pay to ADEC Four Thousand, One Hundred and Nine 02/100 Dollars U.S. (\$4109.02) in full payment of FELEC's share of ADEC's Past Costs. Interest shall accrue on any delinquent unpaid balance from the due date through the date of payment at the rate then effective in the State of Alaska for prejudgment interest calculated under AS 09.30.070.

67. Within sixty days of the Effective Date, FELEC shall deposit into the Remediation Escrow Account One Million, Ninety-Five Thousand 00/100 Dollars U.S. (\$1,095,000). Interest shall accrue on any delinquent unpaid balance from the due date through the date of payment at the rate then effective in the State of Alaska for prejudgment interest calculated under AS 09.30.070.

Payments for ADEC's Future Costs.

68. ADEC's Future Costs shall be paid from the Remediation Escrow Account. The United States' contribution toward ADEC's Future Costs shall be paid as set forth above in Paragraph 52.

69. ADEC shall provide its first invoice for ADEC's Future Costs no sooner than sixty (60) days after the Effective Date of this Agreement, and no more frequently than every three (3) months thereafter. ADEC will provide invoices to Chris Meloche; Manager, Upstream Environmental Operations, 707-8th Avenue S.W.; Calgary, Alberta T2P 3G7, and will also provide a copy by email to Mike McCrum (email: mmccrum@blm.gov), Edwin Oyarzo (email: edwin.oyarzo@us.af.mil), Mark A. Nitzynski (email: mark.nitzynski@usdoj.gov), Bruce Anders (email: banders@ciri.com), Tom Lindley (email: tlindley@perkinscoie.com), and Robert Reges (email: robert@reevesamodio.com). The payment of ADEC's Future Costs from the Remediation Escrow Account shall be made as soon as reasonably practicable after Husky's receipt of ADEC's invoice. For any portion of that payment that is made later than sixty (60) days after Husky's receipt of ADEC's invoice, interest on the unpaid balance shall be paid at the rate established pursuant to AS 09.30.070, commencing on the 61st day after Husky's receipt of the invoice. Disputes over ADEC's invoices shall be resolved as provided for under Alaska law.

Additional Payments for Northeast Landfill and Miscellaneous Hot Spots.

70. If waste discovered in the Northeast Landfill appears to be attributable to one or more PRPs other than the United States or waste discovered in the Miscellaneous Hot Spots appears to be attributable to one or more PRPs other than Husky, then Husky, as Project Coordinator, shall give prompt notice of the discovery of such waste; document and photograph the discovery to the extent

reasonably necessary to preserve evidence of the discovery, location, character, appearance, and source of the waste and afford all PRP(s) reasonable opportunity to inspect the waste in place before removal unless delay to permit such inspection is deemed to create a material risk to human health or the environment or would be a delay, not approved by ADEC, in meeting scheduled deadlines.

Notwithstanding any other provision of this Agreement, if: (a) waste discovered in the Northeast Landfill is clearly attributable to one or more PRPs other than the United States, or waste discovered in the Miscellaneous Hot Spots is clearly attributable to one or more PRPs other than Husky; (b) such waste in the Northeast Landfill or the Miscellaneous Hot Spots is not nonhazardous solid waste and is not soil suitable for landfarming, as determined by Husky and ADEC; and (c) the additional costs for remediation of such waste cause the costs for completing the Site Cleanup Work to exceed the Estimated Cost; then (d) the PRP(s) to which such waste is clearly attributable shall be liable for the direct, marginal expense (i.e., not including a re-allocation of general mobilization, demobilization, general overhead, profit and other general, indirect or previously projected costs for Site Cleanup Work) necessary for remediation of that waste. If all of these circumstances arise, then the United States (if such waste is discovered in the Northeast Landfill) or Husky (if such waste is discovered in the Miscellaneous Hot Spots) and the PRP(s) to which such waste allegedly is clearly attributable shall confer regarding the allocable shares for remediation of such waste by no later than October 15 following the discovery. If agreement is not reached regarding the payment for remediation of such waste by the ensuing November 15, then the dispute shall be resolved in accordance with the dispute resolution procedures set forth in Section I of this Agreement. For purposes of this Agreement, “clearly attributable” means provable by clear and convincing evidence, which is evidence that leads a person to believe that the alleged fact is highly probable and not just more likely than not.

C. Management of Escrow Account.

71. Except as provided in Paragraph 73, funds deposited in the Remediation Escrow Account shall be used solely for Site Cleanup Work, including (where determined to be required) payment of: (a) ADEC’s Future Costs as set forth herein in Paragraphs 68-69; and (b) and reasonable and necessary

oversight expenses submitted pursuant to Paragraph 52(a)(2). Husky, as Project Coordinator, may expend, or cause to be expended, funds deposited into the Remediation Escrow Account; shall ensure that all charges to the Remediation Escrow Account are accounted and maintained; and shall make such accounting records available to the PRPs upon request. Husky may reasonably rely upon the accuracy of accounts maintained by Wells Fargo Bank, National Corporate Trust Services, pursuant to the Escrow Agreement.

72. Any changes or amendments to the Escrow Agreement for the Remediation Escrow Account are subject to the approval of Husky and CIRI. In addition, Husky, as Project Coordinator, shall provide a copy to the United States and FELEC of any changes or amendments to the Escrow Agreement upon submission to the escrow agent. Further, in the event that the United States or FELEC requests from Husky a copy of the records of the escrow agent, Husky, as Project Coordinator, shall request those records within fourteen (14) days of Husky's receipt of the request and promptly shall provide those records that Husky receives from the escrow agent to the United States and/or FELEC upon receiving them.

73. Any funds remaining in the Remediation Escrow Account after completion of the Site Cleanup Work (including a set-aside for long-term monitoring if ADEC issues a "cleanup complete" letter before such monitoring is completed) may be distributed to CIRI and Husky based on their contributions to that account.

D. Additional Obligations and Commitments of the Settling Federal Agencies.

74. The Settling Federal Agencies agree to make diligent efforts to act expeditiously on any permitting and authorization requests or submissions relating to performance of the Site Cleanup Work, including but not limited to requests or submissions related to: (i) the potential use of any gravel identified by BLM as being available for performance of the Site Cleanup Work; and (ii) access to POW 1, including use of the airstrip at POW 1, for performance of the Site Cleanup Work. Such requests and submissions shall be made in accordance with the standard procedures, requirements and forms of the United States and shall be made with due regard for the

time needed to review and process such access requests. The Private PRPs recognize that advance coordination for such requests and submissions is required.

E. Additional Obligations and Commitments of CIRI.

75. Subject to the Site Access Agreement, CIRI agrees to grant reasonable access, free of charge, to Husky, as Project Coordinator, and to Husky's contractor(s) retained pursuant to this Agreement, to the Camp Lonely Pad to complete Site Cleanup Work. CIRI also shall grant access to representatives of the State of Alaska during the Site Cleanup Work.

76. CIRI shall incorporate a copy of this Agreement into any conveyance of its interest in the Camp Lonely Pad and shall require in such conveyance that the grantee comply with all of the requirements of this Agreement and the Site Access Agreement. If such a conveyance occurs, any dispute about whether the PRPs remain obligated to fulfill their obligations under this Agreement shall be resolved in accordance with the Dispute Resolution provisions in Section I of this Agreement.

F. Payment Information for Payments Made to ADEC.

77. All payments to be made to ADEC under this Agreement shall be made by check payable to the State of Alaska and shall be directed to:

Dept. of Law, Office of the Attorney General
1031 West 4th Avenue, Suite 200
Anchorage, AK 99501-1994
Attention: Kamie Willis (Camp Lonely Landfill - Cost Recovery, LC 14136560)

G. Resolution of Liability, Covenants and Reservations.

78. Covenants by State of Alaska, Including ADEC. Except as specified in Paragraphs 79 and 85 and in consideration of the actions that will be performed and the payments that will be made to ADEC under this Agreement, the State of Alaska, including ADEC, hereby covenants not to sue the United States, FELEC, Husky or CIRI or assert any judicial or administrative claims under any authority, including, but not limited to, federal and state statutes and regulations, that it may have or may hereafter have against the United States, FELEC, Husky or

CIRI for Covered Matters. This covenant extends only to the United States, FELEC, Husky and CIRI and does not extend to any other person.

79. Reservations by ADEC. Consistent with Paragraph 78 above:

(a) Except as expressly stated in this Agreement, including, for example, in the covenants set forth in Paragraph 78 above, ADEC reserves all of the discretion accorded to it by any laws or regulations or by general principles of administrative law;

(b) ADEC reserves its discretion under 18 AAC 75.380(d)(2) to determine, after reviewing the final cleanup report submitted under 18 AAC 75.380, that the cleanup and applicable institutional controls are not protective of human health, safety or welfare, or of the environment, and, in that event, to require Husky, as Project Coordinator, to conduct or cause to be conducted additional Site Cleanup Work that meets the requirements of ADEC's Site Cleanup Rules, 18 AAC 75.325-75.390.

(c) ADEC reserves its discretion, under rights reserved in a cleanup complete letter pursuant to 18 AAC 75.380(d)(1), to determine, after issuance of the cleanup complete letter, "that the cleanup is not protective of human health, safety, or welfare, or the environment," and to take actions regarding the Site in addition to the Site Cleanup Work that are necessary to obtain "cleanup" (as defined in 18 AAC 75.990(17)).

(d) In the event that the Site Cleanup Work is delayed beyond the timeframes set forth in the Work Requirement Documents, ADEC reserves its rights against the PRPs to: (i) seek enforcement of the applicable provisions of this Agreement; (ii) file suit seeking injunctive relief, damages and /or civil penalties; and (iii) seek administrative orders or other appropriate remedies at law or equity under any authority or cause of action to which ADEC may be entitled as the result of said delay; provided, however, that ADEC shall provide the PRPs with sixty (60) days' notice before exercising the rights reserved in this Paragraph, during which time (or some longer period if agreed upon by the Parties) the Parties shall make a good faith effort to reach an agreement for completion of the Site Cleanup Work.

(e) ADEC reserves its right to assert against the PRPs any claims or actions for natural resource damages at the Site.

80. Release by the United States. Except as specified in Paragraph 81 and Paragraph 85, as of the Effective Date, the United States hereby releases, discharges, and covenants, and agrees not to assert (by way of the commencement of an action, the joinder of the Private PRPs in an existing action or in any other fashion) any and all claims or causes of action which it may have had, or hereafter may have against the Private PRPs for Covered Matters.

81. United States' Reservations as to Private PRPs. Consistent with Paragraph 80 above, the United States reserves its right to assert against the Private PRPs:

(a) any claims or actions regarding the Site on behalf of: (i) the United States Environmental Protection Agency; or (ii) a federal natural resource trustee;

(b) any claims or actions for violations of federal law that occur in connection with performance of the Site Cleanup Work;

(c) any claims for contribution and/or cost recovery regarding the Site that arise from a future determination by ADEC under 18 AAC 75.380(d)(1), after issuance of a written determination that the cleanup is complete, that "the cleanup is not protective of human health, safety, or welfare, or of the environment;" and

(d) any claims for contribution and/or cost recovery in the event that a claim is asserted by ADEC under Paragraph 79(e) above against the United States, including, without limitation, any of the Settling Federal Agencies.

82. Release by Private PRPs. Except as set forth in Paragraph 83 and Paragraph 85, as of the Effective Date, the Private PRPs hereby release, discharge, and covenant, and agree not to assert (by way of the commencement of an action, the joinder of the United States in an existing action or in any other fashion) any and all claims or causes of action which they may have had, or hereafter may have against the United States for Covered Matters.

83. Private PRPs' Reservations as to United States. Consistent with Paragraph 82 above, the Private PRPs reserve their rights to assert claims for contribution and/or cost recovery against the Settling Federal Agencies:

(a) in the event that a claim is asserted by the United States against the Private PRPs under Paragraph 81(a) above, but only to the same extent and for the same matters, transactions or occurrences as are raised in the claim of the United States against the Private PRPs;

(b) regarding the Site that arise from a future determination by ADEC under 18 AAC 75.380(d)(1), after issuance of a written determination that the cleanup is complete, that "the cleanup is not protective of human health, safety, or welfare, or of the environment;" and

(c) in the event that a claim is asserted by ADEC under Paragraph 79(e) above against one or more of the Private PRPs.

84. Husky's Reservation Regarding Prior Payment. Husky reserves its rights to assert a claim against the United States in the amount of Eighty Four Thousand One Hundred Nine Dollars U.S. (\$84,109.00) pursuant to a previously executed interim agreement."

85. Reservations Among Parties. Each Party reserves its rights to seek to enforce this Agreement against any other Party. Except as stated in this Agreement, nothing herein shall be construed to waive any rights, claims, defenses, or privileges that any Party has or may hereafter have against any other Party. Except as stated in this Agreement, each Party reserves all rights, claims, defenses, and privileges that it may have against any other Party.

86. Reservations as to Non-parties. Nothing contained in this Agreement shall for any reason be construed as a waiver by any Party to this Agreement of any claim that the Party has or may hereafter have against any person or entity not a party to this Agreement relating to the Site. Each Party to this Agreement reserves all rights, claims, defenses, and privileges that it may have against any person or entity that is not a Party to this Agreement. Notwithstanding anything herein to the contrary, provided a PRP makes payment and otherwise complies with its material obligations hereunder, any predecessor, successor, subsidiary, affiliate or assign of such PRP

shall be afforded the releases, covenants, protections from claims and other benefits afforded such PRP to the extent of such payment and performance.

87. Bases for Contribution Protection. The Parties agree and intend that: (a) this Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3); (b) upon successful completion of the activities under the Agreement, the PRPs will have resolved their liability under CERCLA, 42 U.S.C. § 9601 et seq., if any, to the State of Alaska for Covered Matters subject to the reservations in Paragraphs 79(c) and 79(e); and (c) ADEC has issued potential liability determinations for purposes of AS 46.03.822(j), as construed by the Alaska Supreme Court in F.D.I.C. v. Laidlaw Transit. Inc., 21 P.3d 344, 355 n.48 (Alaska 2001).

88. Contribution Protection. The Parties agree and intend that, as of the Effective Date, the PRPs are entitled to protection from contribution actions or claims for “matters addressed” in this Agreement as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), or as may otherwise be provided by law, including without limitation the Uniform Comparative Fault Act, thereby extinguishing the PRPs’ liability for “matters addressed” to all persons and entities not a Party to this Agreement. The “matters addressed” in this Agreement are: (a) all actions taken or to be taken to complete the Site Cleanup Work and all costs incurred or to be incurred in connection with the Site Cleanup Work; and (b) past cleanup-related actions taken or costs incurred at the Site, if any, that were not “matters addressed” in the Parties’ two prior interim settlement agreements; provided, however, that if the United States, on behalf of EPA, exercises its rights under subparagraph 81(a)(i), then the “matters addressed” in this Agreement will no longer include the actions or costs that are within the scope of the exercised reservation.

89. Reservation of Affirmative Defenses. The United States reserves its right to assert any affirmative defenses in response to claims brought by the Private PRPs pursuant to Paragraphs 83, 84 or 85. Except as specified in Paragraph 90, the Private PRPs reserve their

rights to assert any affirmative defenses in response to claims brought by the United States pursuant to Paragraphs 81 or 85.

90. Res Judicata and Other Defenses. Consistent with Paragraph 89, in any administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site pursuant to subparagraph 81(a), Private PRPs shall not assert, and may not maintain, any defense or claim based upon principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the proceeding were or should have been brought in connection with the claims resolved in this Agreement.

H. Force Majeure.

91. Definition of Force Majeure. The PRPs shall take or perform the actions required under this Agreement within the time limits set forth or approved herein or in Work Requirement Documents, unless the taking or performance is prevented or delayed by a “Force Majeure Event.” A “Force Majeure Event” is any event beyond the control of a PRP, its contractors, or any entity controlled by a PRP that delays the performance of any obligation under this Agreement despite the PRP’s best efforts to fulfill the obligation. “Best efforts” includes anticipating any potential Force Majeure Event and addressing the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the greatest extent possible. A “Force Majeure Event” does not include the PRP’s financial inability to perform any obligation under this Agreement, increased costs of performance of the terms and conditions of this Agreement, changed economic circumstances within the reasonable control of the PRP, or reasonably foreseeable seasonal fluctuations in the weather conditions of the region.

92. Required Notification for Force Majeure.

(a) If an event occurs that the PRP believe constitutes a Force Majeure Event, the PRP shall promptly notify ADEC orally and shall, with three (3) business days of oral notification, notify ADEC in writing in accordance with Paragraph 103 of the anticipated length

and cause of the delay, the measures taken and/or to be taken by the PRP to prevent or minimize the delay, the timetable by which the PRP intends to implement these measures, and the amount of extension of time requested. The PRP shall adopt all reasonable measures to avoid or minimize such delay.

(b) A request for an extension of time under this Section does not toll or extend any deadlines under this Agreement unless agreed to by ADEC in writing.

(c) Failure to so notify ADEC shall render the applicability of Force Majeure under this Section void and of no effect as to the event in question, and shall waive the PRP's right to obtain an extension of time for its obligations based on such event.

93. Procedures for Extension. If ADEC determines, in its sole discretion, that a delay in performance is, or was, caused by a Force Majeure Event, ADEC shall extend the time for performance, in writing, for a period to compensate for the delay resulting from such event. In proceedings on any dispute regarding a delay in performance, the dispute resolution provisions of this Agreement shall apply, and the PRP shall have the burden of proving: (a) that the noncompliance at issue was caused by circumstances entirely beyond the control of the PRP and any entity controlled by the Private PRP, including its contractors and consultants; (2) that the PRP or any entity controlled by the PRP could not have foreseen and prevented such noncompliance; and (3) the number of days of noncompliance that were caused by such circumstances.

94. Effect on Other Obligations. An extension of one compliance date based on a particular Force Majeure Event shall not automatically extend any other compliance date. The PRP shall make an individual showing of proof regarding the cause of each delayed incremental step or other requirement for which an extension is sought.

I. Dispute Resolution.

95. Except as set forth in subparagraph 52(d), the dispute resolution procedures set forth in this Section shall be the exclusive mechanisms to resolve disputes regarding this Agreement. It is the intent of all Parties to liberally construe the statutes, regulations, policies and guidelines of

Alaska law so as to enhance, to the maximum extent allowable under those provisions, opportunity for expeditious, informal, consensual compromise of disputes.

96. Disputes Between a PRP and the State of Alaska. A PRP aggrieved by a final ADEC decision under Alaska's administrative site cleanup rules may request an informal review under 18 AAC 15.185 and/or an adjudicatory hearing under 18 AAC 15.195-18AAC 15.340. Consistent with 18 AAC 15.205, ADEC and the PRP may engage in alternative dispute resolution, using procedures to which ADEC and the PRP agree, in order to minimize the escalation of a dispute or to resolve a dispute after a request for an adjudicatory hearing has been filed. In addition, neither the request for informal review or for an adjudicatory hearing nor an agreement to engage in alternative dispute resolution, shall impair ADEC and the PRP from pursuing any settlement discussions to resolve a dispute. In any administrative proceeding under this paragraph, each party shall bear its own costs and fees.

97. Disputes Between the PRPs. If any dispute arises between PRPs, then an aggrieved PRP shall notify all other PRPs of the dispute pursuant to Paragraph 103. The PRPs shall promptly make a good faith effort to resolve the dispute. If the dispute is not resolved within sixty (60) days after notice of the dispute has been received by all PRPs, or some longer period agreed upon by the PRPs, then the PRPs may seek to resolve the dispute through a nonbinding alternative dispute resolution process such as mediation. Each party shall bear its own costs and fees for the nonbinding alternative dispute resolution process. If the dispute is not resolved within one hundred twenty (120) days after notice of the dispute has been received by all PRPs, or some longer period agreed upon by the PRPs, then one or more of PRPs may seek to enforce the agreement pursuant to Paragraph 85 above.

J. General Provisions.

98. The Site Cleanup Work shall be completed in accordance with the requirements of federal and state laws and regulations, including without limitation, ADEC's Site cleanup Rules, 18 AAC 75.325 -75.390.

99. This Agreement shall apply to, be binding upon and inure to the benefit of: the State of Alaska; the United States; the Private PRPs; and the Private PRPs' respective predecessors, successors, subsidiaries, affiliates and assigns.

100. By entering into this Agreement, none of the PRPs is admitting any facts, liability, responsibility, or jurisdiction under or applicability of any laws or regulations, including 42 U.S.C. § 9601 et. seq. ("CERCLA"), 42 U.S.C. § 6901 et. seq. ("RCRA"), AS 46.03.822, 18 AAC 75 ("Oil and Other Hazardous Substance Pollution Control"), and 18 AAC 60 ("Solid Waste Management") for the Site. This Agreement shall not for any reason be construed or interpreted as an admission of any fact or concession of any legal issue or liability on the part of any PRP.

101. By entering into this Agreement, the PRPs certify that, to the best of their knowledge and belief, they have complied with the State's requests for information regarding the Site pursuant to AS 46.03.020(7).

102. Nothing in this Agreement shall be interpreted as, or shall constitute, a commitment or requirement that BLM act in contravention of any laws or regulations, including but not limited to the National Environmental Policy Act, 42 U.S.C. §§ 4321-4370f. Except as expressly stated in this Agreement, BLM reserves all of the discretion accorded to it by any laws or regulations or by general principles of administrative law. Nothing in this Agreement shall be construed to limit or modify the discretion accorded to BLM regarding access to the Site.

103. Whenever under this Agreement written notice is required to be given, or a Payment Demand or other document is required to be sent, by one Party to another, it shall be directed to the individuals at the addresses specified below unless those individuals or their successors give notice of a change to the other Parties in writing. All such notices and other submissions shall be considered effective upon receipt unless otherwise provided.

BLM:

Mike McCrum

Bureau of Land Management
222 West 7th Ave. #13
Anchorage, Alaska
99513-7504
Email: mmccrum@blm.gov

Navy:

Chin-Zen L. Plotner
Senior Trial Attorney
Navy Litigation Office
Office of the General Counsel
720 Kennon Street, SE
Building 36, Room 271
Washington, DC 20374
Email: chinzen.plotner@navy.mil

Air Force:

Edwin Oyarzo
Third Party Site Attorney
U.S. Air Force
50 Fremont St., Suite 2450
San Francisco, CA 94105
Email: edwin.oyarzo@us.af.mil

The United States:

Chief, Environmental Defense Section
United States Department of Justice
Environment and Natural Resources Division
P.O. Box 7611 Washington, D.C. 20044
Re: DJ# 90-11-6-17573

CIRI:

Bruce Anders
Cook Inlet Region, Inc.
2525 C Street, Suite 500
Anchorage, AK 99503
Email: BAnders@ciri.com

Tom Lindley
Teresa Jacobs
Perkins Coie, LLP

1120 NW Couch Street, Tenth Floor
Portland, OR 97209

Email: TLindley@perkinscoie.com

TJacobs@perkinscoie.com

FELEC:

James J. Wallace

FELEC Services, Inc.

1650 Tysons Blvd., Suite 1700

McLean, VA 22102

Phone: (703) 790-6358

Mobile phone: (917) 685-6394

Fax: (703) 790-6407

Email: james.wallace@exelisinc.com

Steve Tervooren

Hughes Gorski Seedorf Odsen & Tervooren, LLC

3900 C Street, Suite 1001

Anchorage, AK 99503

Phone: (907) 274-7522

Fax: (907) 263-8320

Email: stervooren@hglawfirm.net

Husky:

Steve Kullman, Upstream Environmental Operations

Husky Oil Operations Limited

707 8th Avenue S.W.

Box 6525, Station D

Calgary, AB, T2P 3G7

Telephone: (403) 298-7426

Fax: (403) 750-1723

Email: Steve.Kullman@huskyenergy.com

Robert Reges

Reeves Amodio

500 L Street, Suite 300

Anchorage, Alaska 99501

Email: Robert@reevesamodio.com

ADEC:

Tamar Stephens

Alaska Department of Environmental Conservation

610 University Avenue

Fairbanks, AK 99709
Telephone (907) 451-2131
Fax: (907)451-5105
Email: tamar_stephens@dec.state.ak.us

Jennifer Currie
Alaska Department of Law, Office of the Attorney General
1031 West 4th Avenue, Suite 200
Anchorage, AK 99501-1994
Email: jennifer.currie@alaska.gov

104. Private PRPs' Warranty Against Recovery Under Federal Contracts. Each Private PRP warrants that it has not sought or received, and shall not in the future seek or receive, any portion of any amount it has agreed to pay in this Agreement through any federal contract. Pursuant to this Paragraph, each private PRP expressly acknowledges that it is prohibited from including any portion of its payments made pursuant to this Agreement as either direct or indirect costs, or otherwise, in any invoice, claim, or demand associated with any federal contract. For purposes of this Paragraph, this Agreement does not constitute a federal contract.

105. This Agreement may be executed by the Parties in separate counterparts, each of which shall be an original, but all of which taken together, shall constitute one instrument. The Parties agree that this Agreement shall be considered signed when a copy of the signature page(s) of this Agreement bearing the signature of the last Party to sign is delivered to the other parties by hand delivery, email attachment, or facsimile transmission. Such email attachment or facsimile shall be treated in all respects as having the same effect as an original signature. This Agreement becomes effective and is binding on the Parties as of the Effective Date.

106. This Agreement has been jointly drafted and constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement and terms embodied in

this Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to this Agreement other than those expressly contained in, or incorporated into, this Agreement.

107. Each signatory to this Agreement certifies that he or she is fully authorized to enter into all the terms and conditions of this Agreement and to execute this Agreement and legally bind the Party he or she represents.

WHEREFORE, the Parties execute this Agreement on the dates set forth below.

COOK INLET REGION, INC.

By:  _____

Title: Sr. Vice President, Land & Energy Development

Dated: 12.21, 2012

FELEC SERVICES, INC.

By: _____

Title: _____

Dated: _____, 2012

UNITED STATES OF AMERICA

By: _____

Title: _____

Dated: _____, 2012

this Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to this Agreement other than those expressly contained in, or incorporated into, this Agreement.

107. Each signatory to this Agreement certifies that he or she is fully authorized to enter into all the terms and conditions of this Agreement and to execute this Agreement and legally bind the Party he or she represents.

WHEREFORE, the Parties execute this Agreement on the dates set forth below.

COOK INLET REGION, INC.

By: _____

Title: _____

Dated: _____, 2012

FELEC SERVICES, INC.

By: Ronald Demuth

Title: President

Dated: March 21, 2013

UNITED STATES OF AMERICA

By: _____

Title: _____

Dated: _____, 2012

this Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to this Agreement other than those expressly contained in, or incorporated into, this Agreement.

107. Each signatory to this Agreement certifies that he or she is fully authorized to enter into all the terms and conditions of this Agreement and to execute this Agreement and legally bind the Party he or she represents.

WHEREFORE, the Parties execute this Agreement on the dates set forth below.

COOK INLET REGION, INC.

By: _____

Title: _____

Dated: _____, 2012

FELEC SERVICES, INC.

By: _____

Title: _____

Dated: _____, 2012

UNITED STATES OF AMERICA

By:  _____

Title: Senior Counsel; DOS EXRD-EDS

Dated: 3/22, 2012¹³

HUSKY OIL OPERATIONS LIMITED

By: 
Title: NANCY F. FOSTER
Senior Vice President,
Human & Corporate Resources
Dated: January 08, 2013, 2012 

STATE OF ALASKA

By: _____
Title: _____
Dated: _____, 2012

HUSKY OIL OPERATIONS LIMITED

By: _____

Title: _____

Dated: _____, 2012

STATE OF ALASKA

By:  _____

Title: Assistant Attorney General

Dated: December 20, 2012