

II.  
SITE ACCESS AGREEMENT  
(EXHIBIT A)

9 numbered pages with duplicates for  
Page 3 (marginalia) and Page 9 (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

**Exhibit A to Administrative Agreement by Consent**

**SITE ACCESS AGREEMENT**

This Site Access Agreement and License ("Agreement") is entered into this 1<sup>st</sup> day of March 201~~7~~<sup>3</sup>, between Cook Inlet Region, Inc. ("Lessee"), an Alaska corporation; Husky Oil Operations Limited ("Licensee"), an Alberta Business Corporation; FELEC Services Inc. ("FELEC"), a Delaware corporation; and the Alaska Department of Environmental Conservation ("ADEC"), an administrative agency of the State of Alaska, collectively referred to herein as the "Parties," and accepted and approved by the United States Bureau of Land Management as Lessor.

WHEREAS, Lessee executed a twenty-year lease for Camp Lonely (the "Property") with the Bureau of Land Management ("BLM") on June 4, 1984, Lessee and the BLM subsequently executed a twenty-year lease renewal agreement on May 9, 2006, both of which are attached hereto as Attachment #1. The Property is more particularly described within Attachment #1.

WHEREAS, Licensee has agreed to contract with qualified person(s) to perform the "Site Cleanup Work" as that term is defined in the Administrative Agreement by Consent ("AABC") to which this Exhibit is appended in the manner required by the "Camp Lonely Site Cleanup Plan;"

WHEREAS, Licensee, its agents, employees, officers, authorized representatives, and contractors desire to enter the Property for the purpose of conducting the Site Cleanup Work;

WHEREAS, FELEC desires to enter the Property from time to time to observe and document progress of the Site Cleanup Work;

WHEREAS, ADEC desires to enter the Property from time to time to monitor progress of the Site Cleanup Work;

WHEREAS, Lessee and Lessor retain the right to access the Property during Site Cleanup Work pursuant to their existing real property interests but, for reasons of security,

worker safety and necessary control the Property will otherwise be closed to persons not named or identified herein;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. The defined terms within this Agreement shall have the meanings set forth herein or in the "Definitions" section of the AABC.

2. Grant of Access to Licensee; Duration. Lessee hereby consents and grants to Licensee, its agents, employees, officers, authorized representatives or contractors access and entry onto and upon the Property until the Site Cleanup Work is completed or five (5) years after the effective date of this Agreement, whichever occurs later. This term may be extended by a written amendment to this Agreement. Except as expressly provided in this Agreement, neither Licensee nor any of its agents, employees, officers, authorized representatives, or contractors shall have access to the Property or conduct any activities at the Property without Notice to and the prior consent of Lessee. Notice must be provided to Lessee at least seven (7) days prior to commencement of work for the season. Notice that work will be concluded for the season must also be provided to Lessee within seven (7) days after the conclusion of work. Notice must be provided for each and every season and must include a description of the activities to be conducted on the Property and the authorized representatives or contractors who will be present on the Property. Access to the Property authorized by this Agreement is not and shall not be construed as an easement, right-of-way, or other interest in the Property. Lessee may terminate the rights of Licensee under this Agreement, with or without cause, upon thirty (30) days written notice in which event, as between Husky, FELEC and CIRI, it shall be a Force Majeure under the AABC.

3. Grant of Access to ADEC; Duration. Lessee hereby consents and grants to ADEC, its agents, employees, officers, authorized representatives or contractors reasonable access and entry onto and upon the Property. Access includes the right to conduct tests, take photographs, make sound recordings, and any other activity which ADEC considers appropriate to monitor

compliance with the AABC; provided that such access does not, in Lessee's opinion, interfere with commercial operations on the Property. ADEC shall submit to Lessee and Licensee any soil samples, water samples, photographs, recordings or reports it obtains as a result of observations and activities during access. Except as expressly provided in this Agreement or as authorized by state law, neither ADEC nor any of its agents, employees, officers, authorized representatives, or contractors shall have access to the Property or conduct any activities at the Property without providing at least 48 hours Notice to and the prior consent of Lessee. Access to the Property authorized by this Agreement is not and shall not be construed as an easement, right-of-way, or other interest in the Property.

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If DEC is denied, Lessee shall provide written explanation of the denial within 3 days of the denial.

AK

At all times, during the terms of this Agreement, ADEC shall ensure that its access to and conduct at the Property (i) minimizes interference with any occupant of the Property; (ii) does not endanger the health, safety, or welfare of Lessee's employees, agents, invitees, or others present on the Property; and (iii) avoids any impacts on the natural environment and the native flora and fauna.

For purposes of this paragraph, DEC is to provide notice of its request for access to Dara Glass, CRI Land Manager, at 901-263-5140 or dglass@CRI.com or her delegate. CRI will approve or deny the request within 24 hours of DEC's request.

4. Grant of Access to FELEC: Duration. Lessee hereby consents and grants to FELEC;

its agents, employees, officers, authorized representatives or contractors reasonable access and entry onto and upon the Property. Access includes the right to observe, take photographs, and make sound recordings of the Site Cleanup Work, provided that such access does not, in Lessee's opinion, interfere with commercial operations on the Property. FELEC shall submit to Lessee and Licensee any soil samples, water samples, photographs, recordings or reports it obtains as a result of observations and activities during access. Except as expressly provided in this Agreement, neither FELEC nor any of its agents, employees, officers, authorized representatives, or contractors shall have access to the Property or conduct any activities at the Property without at least seventy-two (72) hours Notice to and the prior consent of Lessee. Access to the Property authorized by this Agreement is not and shall not be construed as an easement, right-of-way, or other interest in the Property.

AK

5. Permits. Licensee shall be responsible for obtaining any and all governmental permits and approvals which may be necessary for it to perform the Site Cleanup Work. Licensee shall provide Lessee with a copy of all permits obtained for the Site Cleanup Work under this Agreement.

compliance with the AABC; provided that such access does not, in Lessee's opinion, interfere with commercial operations on the Property. ADEC shall submit to Lessee and Licensee any soil samples, water samples, photographs, recordings or reports it obtains as a result of observations and activities during access. Except as expressly provided in this Agreement or as authorized by state law, neither ADEC nor any of its agents, employees, officers, authorized representatives, or contractors shall have access to the Property or conduct any activities at the Property without Notice to and the prior consent of Lessee. Access to the Property authorized by this Agreement is not and shall not be construed as an easement, right-of-way, or other interest in the Property. At all times, during the terms of this Agreement, ADEC shall ensure that its access to and conduct at the Property (i) minimizes interference with any occupant of the Property; (ii) does not endanger the health, safety, or welfare of Lessee's employees, agents, invitees, or others present on the Property; and (iii) avoids any impacts on the natural environment and the native flora and fauna.

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4. Grant of Access to FELEC; Duration. Lessee hereby consents and grants to FELEC, its agents, employees, officers, authorized representatives or contractors reasonable access and entry onto and upon the Property. Access includes the right to observe, take photographs, and make sound recordings of the Site Cleanup Work, provided that such access does not, in Lessee's opinion, interfere with commercial operations on the Property. FELEC shall submit to Lessee and Licensee any soil samples, water samples, photographs, recordings or reports it obtains as a result of observations and activities during access. Except as expressly provided in this Agreement, neither FELEC nor any of its agents, employees, officers, authorized representatives, or contractors shall have access to the Property or conduct any activities at the Property without at least seventy-two (72) hours Notice to and the prior consent of Lessee. Access to the Property authorized by this Agreement is not and shall not be construed as an easement, right-of-way, or other interest in the Property.

5. Permits. Licensee shall be responsible for obtaining any and all governmental permits and approvals which may be necessary for it to perform the Site Cleanup Work. Licensee shall provide Lessee with a copy of all permits obtained for the Site Cleanup Work under this Agreement.

6. Disposal of Materials. Licensee agrees to arrange for the prompt and lawful transportation and disposal of all waste materials and debris generated by Licensee during its performance of the Site Cleanup Work in compliance with the Work Requirement Documents and all laws, regulations and permits.

7. Restoration and Maintenance of Property.

a. At all times during the terms of this Agreement, Licensee shall maintain all equipment, vehicles, and other materials used in the performance of the Site Cleanup Work such that they do not endanger the health, safety, or welfare of Lessee's employees, agents, invitees, sublessees, or others present at the Property. Licensee shall promptly repair any damage to the Property caused in the performance of the Site Cleanup Work. Deleterious or destructive activities foreseeable under, and contemplated by, the Work Requirement Documents are not "damage" within the meaning of this paragraph. Upon expiration or termination of this Agreement, Licensee shall restore the Property to the condition called for in the Camp Lonely Site Cleanup Plan and shall remove all equipment, vehicles, and materials from the Property, except that neither Lessee or Licensee are obligated to rehabilitate the Western Landfill.

b. At all times, during the terms of this Agreement, FELEC shall ensure that its access to and conduct at the Property does not endanger the health, safety, or welfare of Lessee's employees, agency, invitees, sublessees, or others present at the Property. FELEC shall promptly repair any damage to the Property it causes during its access to or conduct at the Property.

8. Liens and Claims. Licensee shall not permit any mechanic's, materialmen's, or other similar liens or claims to stand against the Property for labor or material furnished in connection with the performance of the Site Cleanup Work under this Agreement. Licensee may bond and contest the validity and the amount of such lien, but Licensee shall immediately pay any judgment rendered in a lien foreclosure action, shall pay all proper costs and charges, and shall have the lien released at its sole expense. Nothing in this paragraph prevents Licensee from seeking or securing reimbursement from the Remediation Escrow Account.

9. No Disruption.

a. Licensee shall perform the Site Cleanup Work permitted under this Agreement in a manner that shall (i) minimize interference with any occupant of the Property; (ii) not endanger the health, safety, or welfare of Lessee's employees, agents, invitees, or others present on the Property; and (iii) avoid any impacts on the natural environment and the native flora and fauna.

b. Lessee acknowledges that the Property is presently unoccupied. Lessee covenants that it will not lease or otherwise let occupancy to any portion of the Property except as allowed in this Agreement or by consensus with Licensee and its contractors that the proposed occupancy will not materially interfere with the Site Cleanup Work.

c. FELEC shall ensure that its access to and conduct at the Property (i) minimizes interference with any occupant of the Property; (ii) does not endanger the health, safety, or welfare of Lessee's employees, agents, invitees, or others present on the Property; (iii) avoids any impacts on the natural environment and the native flora and fauna; and (iv) does not materially interfere with the Site Cleanup Work.

d. In the absence of any representative of Lessee, Licensee may remove or cause the removal from the Property of any person who is reasonably perceived to be a threat to the safety of himself, herself or to any other person, or to the safe operation of the Site Cleanup Work.

10. Licensee's Activities: Representations. Licensee agrees it shall conduct the Site Cleanup Work in a prompt, efficient and orderly manner and in compliance with the Cleanup Plan; all applicable federal, state, and local laws and regulations; and permits.

11. Insurance.

a. During the term of this Agreement and as specified below, Licensee or, if appropriate, its contractors, shall obtain and maintain in force no less than the following insurance:

(i) Commercial General Liability insurance in an amount of not less than \$5,000,000 per occurrence, and not less than \$5,000,000 in the aggregate. If the services to be performed include remediation, the Commercial General Liability insurance must include pollution liability coverage. If the Commercial General Liability insurance does not include pollution liability coverage, Contractors Pollution Liability Insurance covering the Site Cleanup Work to be performed must also be obtained in the amount of \$5,000,000 per claim and \$5,000,000 annual aggregate;

(ii) Comprehensive Automobile Liability insurance covering owned, hired and non-owned vehicles with a combined single limit of not less than \$2,000,000;

(iii) Statutory Workers Compensation and Employers' Liability insurance covering all employees, including USL&H and Jones Act, if applicable, as required by law. Employers' Liability in the amount of \$1,000,000 each accident/\$1,000,000 disease-each employee/\$1,000,000 disease-policy limit;

(iv) If the services to be performed are of a professional nature, Professional Liability insurance in an amount not less than \$1,000,000 per claim, and in the annual aggregate, and with a retroactive date of not later than the effective date of this Agreement. Such insurance shall provide coverage for the services provided under this Agreement. In addition, Licensee, and its contractors if appropriate, shall continue to renew its "claims made" policy or provide extended coverage for a period of two (2) years following the Term of this Agreement.

(v) If the services include the use of a barge or other work in the marine environment, Licensee shall require its contractors' to obtain appropriate marine coverage.

b. Licensee will use commercially reasonable efforts to ensure that its contractors adhere to the same insurance policy limits and coverage which Licensee assumes towards Lessee, and shall provide evidence of such coverage to Lessee. If Licensee determines



that its contractor cannot meet the insurance obligations herein, Licensee shall request Lessee's approval of the contractor prior to execution of any agreement between Licensee and the contractor for the contractor's performance of work on the Property. Lessee shall not unreasonably withhold contractor approval.

c. The limits of insurance set forth above may be met through excess liability insurance.

d. Prior to performance of the Site Cleanup Work under this Agreement and upon renewal of such insurance, Licensee shall furnish to Lessee certificate(s) of insurance. Such certificate(s) of insurance shall be sent to CIRI, Director of Risk Management, 2525 C Street, Suite 500, Anchorage, Alaska 99503 and shall evidence compliance with the foregoing provisions and contain(s) the following provisions:

(i) All insurers shall have an A.M. Best rating of at least A- or better;

(ii) With respect to (i) and (v) in Paragraph 11(a) above, Lessee shall be named as an additional insured as respects to Site Cleanup Work. Lessee shall also be named as an additional insured on any policies obtained by U.S.-based companies pursuant to (ii) as respects to Site Cleanup Work;

(iii) Such insurance shall be primary to any owned by Lessee, but only to the extent of Licensee's or its contractors' negligence;

(iv) An insured shall not cancel or materially alter coverage required under this Agreement without first giving thirty (30) days written notice to Lessee. In the event an insurer cancels or materially alters coverage required under this Agreement, the affected insured shall give notice thereof to Lessee within thirty (30) days of receiving notice from the insurer; and

(v) Such insurance shall waive subrogation against Lessee.

c. The foregoing insurance requirements may be satisfied through self-insurance, as permitted by Alaska law.

12. Facsimile Signatures. Facsimile signatures shall be considered to have the same binding legal effect as original signatures.

13. Effective Date. This Agreement is effective as of the date first written above.

14. Notices. Any information given to BLM under Paragraph 41 of the AABC, or to ADEC under Paragraphs 44 and 45 thereof, shall simultaneously be provided by Licensee to Lessee. Any notice given under this Agreement shall be given pursuant to paragraph 103 of the AABC.

15. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. Except when expressly prohibited herein, Licensee may perform its obligations hereunder through use of contractors.

16. Entire Agreement; No Oral Modifications. This Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof. No modification, waiver or amendment of this instrument or any of its conditions or provisions shall be binding upon a party unless in writing and signed by such party.

17. Severability. It is agreed that if any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such provisions shall remain in full force and effect.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which when taken together shall constitute one Agreement.

19. Governing Law. This Agreement shall be governed by the laws of the State of Alaska without giving effect to the principles of conflicts of law.

EXECUTED AND AGREED TO BY THE PARTIES ON THE DATES SET FORTH BELOW:

**LESSEE:**

Cook Inlet Region, Inc.

Signature: 

Name: Ethan G. Schutt

Date: 12.21.2012

**FELEC:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADEC:**

Alaska Department of Environmental Conservation.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

Husky Oil Operations Limited

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSOR:**

Bureau of Land Management.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXECUTED AND AGREED TO BY THE PARTIES ON THE DATES SET FORTH BELOW:

**LESSEE:**

Cook Inlet Region, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

Husky Oil Operations Limited

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FELEC:**

Signature: Rachel C. Semuchit

Name: Rachel C. Semuchit

Title: President

Date: \_\_\_\_\_

**LESSOR:**

Bureau of Land Management.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADEC:**

Alaska Department of Environmental Conservation.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXECUTED AND AGREED TO BY THE PARTIES ON THE DATES SET FORTH BELOW:

**LESSEE:**

Cook Inlet Region, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FELEC:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

Husky Oil Operations Limited

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSOR:**

Bureau of Land Management.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADEC:**

Alaska Department of Environmental Conservation.

Signature:  \_\_\_\_\_

Name: John Halverson

Title: Env. Program Manager

Date: 2/25/2013

EXECUTED AND AGREED TO BY THE PARTIES ON THE DATES SET FORTH BELOW:

**LESSEE:**

Cook Inlet Region, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FELEC:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADEC:**

Alaska Department of Environmental Conservation.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

Husky Oil Operations Limited

Signature: C. Meloche

Name: CHRIS MELOCHE

Date: January 11, 2013

**LESSOR:**

Bureau of Land Management.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXECUTED AND AGREED TO BY THE PARTIES ON THE DATES SET FORTH BELOW:

**LESSEE:**

Cook Inlet Region, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FELEC:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

Husky Oil Operations Limited


Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSOR:**

Bureau of Land Management.

Signature: 

Name: Lorn Kelly

Title: Field Manager, Arctic FO

Date: 1/30/2013

**ADEC:**

Alaska Department of Environmental Conservation.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_