March 29, 2012

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made by and between the State of Alaska (the "State"), acting through the Department of Natural Resources ("DNR"), on the one hand, and Exxon Mobil Corporation, as Point Thomson Unit Operator and pursuant to Section 22 of the Point Thomson Unit Agreement and as working interest owner and as successor in interest to Chevron U.S.A., Inc., ExxonMobil Oil Corporation, BP Exploration (Alaska) Inc., ConocoPhillips Alaska, Inc., and Leede Operating Company, L.L.C. (collectively the "Owner Group"), on the other hand. DNR and the Owner Group are at times hereinafter referred to collectively as the "Parties" and each individually as a "Party."

1. RECITALS

1.1 The Point Thomson leases were acquired beginning in 1965. Oil was discovered in 1975, and the Point Thomson Unit was formed in 1977. Following formation of the unit, the Point Thomson owners drilled additional wells and discovered additional oil and natural gas in paying quantities. The field is located 60 miles east of Prudhoe Bay in a remote arctic area. The Point Thomson reservoir is a high-pressure retrograde condensate and natural gas reservoir with abnormally-pressured formations, and presents unique engineering challenges with respect to development and production. Since the discovery of the field, the Point Thomson owners have drilled 19 exploration / delineation wells in the Point Thomson area, and recently completed the drilling of two additional wells, the PTU 15 and PTU 16, to initiate production from the Point Thomson Unit consistent with this Agreement.

1.2 On September 30, 2005 and October 27, 2005, the Director of the Division of Oil and Gas of DNR ("Director") denied approval of the 22nd Plan of Development (a "POD") submitted by the Working Interest Owners ("WIOs") with respect to the Point Thomson Unit, and placed the Point Thomson Unit into default. The WIOs appealed this decision to the Commissioner of DNR ("Commissioner"), who affirmed the default decision, rejected the WIOs' proposed POD, and terminated the Point Thomson Unit on November 27, 2006, which was affirmed upon reconsideration by the Commissioner on December 27, 2006. These decisions were affirmed in part, reversed in part, termination of the Point Thomson Unit was vacated, and the matter was remanded to DNR by the Superior Court of the State of Alaska on December 26, 2007.

1.3 On April 22, 2008, the Commissioner issued another decision terminating the Point Thomson Unit, affirmed upon reconsideration on June 11, 2008. On August 4, 2008, DNR issued lease expiration decisions related to leases within the Point Thomson Unit.

1.4 The Owner Group filed several appeals challenging these decisions. On January 11, 2010, the Superior Court of the State of Alaska reversed DNR's April 22, 2008 decision terminating the Point Thomson Unit. On February 5, 2010, DNR filed in the Supreme Court of the State of Alaska a petition for review of the Superior Court's January 11, 2010 decision, which was granted by the Supreme Court on May 28, 2010.

1.5 The Parties wish to resolve all pending litigation and administrative proceedings between them related to the Point Thomson Unit on the terms and conditions set forth in this Agreement.

1.6 This Agreement sets forth the WIOs' commitment to produce natural gas condensate liquids ("condensate") from the Point Thomson Reservoir for delivery into the TransAlaska Pipeline System ("TAPS"). The WIOs have committed to construct an Initial Production System ("IPS") which is to be completed by the end of the 2015-2016 winter season. The IPS facility is being designed to produce and re-inject (cycle) 200 million cubic feet per day of gas and to produce approximately 10,000 barrels per day of condensate. In addition, a liquid hydrocarbon pipeline is being designed that can transport approximately 70,000 barrels per day from Point Thomson to an existing pipeline interconnection at the Badami field, which will provide for final delivery of Point Thomson liquid hydrocarbons into TAPS. Operation and production from the IPS will provide data and information to assist in evaluation of additional development plans, including potential increased gas and condensate production from Point Thomson, and plans for the delivery of Point Thomson gas into a Major Gas Sale pipeline project.

1.7 In parallel with the work on the IPS, Parties and/or their affiliates to this Agreement will, upon execution of this Agreement, undertake work for commercialization of North Slope gas. This work will build on ongoing gas commercialization efforts. If a Major Gas Sale is Sanctioned prior to year-end 2016, the WIOs will begin work on a Point Thomson project associated with that Major Gas Sale. However, if a Major Gas Sale has not been Sanctioned by June of 2016, the WIOs have committed to begin engineering of a Point Thomson Expansion Project. An expanded cycling project would result in additional condensate production, totaling approximately 20,000 to 30,000 barrels per day into TAPS, depending on the level of expansion. Alternatively,

a project to deliver Point Thomson gas to Prudhoe Bay for injection would significantly increase the rate of condensate production at Point Thomson, serve as a pre-investment for a Major Gas Sale project, and essentially complete installation of the Point Thomson wells and facilities required for a Major Gas Sale. In addition, this option would materially increase production at Prudhoe Bay, and result in enhanced recovery at Prudhoe Bay.

1.8 The Agreement further establishes terms and conditions to facilitate development and provide benefits to the State of Alaska. Certain acreage within the Point Thomson Unit is secured when specified work activities are completed (e.g., the IPS is completed and producing) and key commitments or decisions are made (e.g., a Major Gas Sale is Sanctioned or WIOs Commit to a Point Thomson gas development / Prudhoe Bay enhanced oil recovery project or an IPS gas cycling expansion project). Likewise, the Agreement provides for the automatic release of certain acreage to the State if the IPS is not completed or if certain key commitments or decisions are not made (e.g., a Major Gas Sale is not Sanctioned or WIOs do not Commit to a Point Thomson gas development / Prudhoe Bay enhanced oil recovery project or an IPS gas cycling expansion project). Depending upon the work activities that occur, the Point Thomson Unit will remain in effect or may terminate.

1.9 Since 2009, work activities at Point Thomson have resulted in contracts with over 150 companies and the employment of hundreds of Alaskans.

1.10 In implementing the terms of this Agreement, the WIOs and the State anticipate there will be significant continued investment and employment opportunities for Point Thomson Unit development.

1.11 A Major Gas Sale off the North Slope of Alaska is a primary goal of the Parties. The Parties believe settlement of the Point Thomson litigation will assist in progressing a Major Gas Sale. It also allows for other development options that may be pursued independent of or in conjunction with a Major Gas Sale, and would allow for continued progress on permitting, regulatory, and engineering activities toward a Major Gas Sale. Progress toward a potential Major Gas Sale off the North Slope of Alaska and development of Point Thomson consistent with this Agreement should aid exploration and development opportunities of North Slope resources.

2. DEFINITIONS

Whenever the following terms are used in this Agreement, they shall have the meanings set forth in this Section 2:

2.1 "Abandon," "Abandoned," or "Abandonment" has the meaning provided in Paragraph 4.2.1.

2.2 "Authorization for Expenditure" means a formal approval or authorization of expenditures for a project or a phase of a project by the authorized corporate representative.

2.3 "Brookian" means the stratigraphic interval correlating with the sands and silts penetrated by the Sourdough 3 well (API No. 50-089-200260) between the interval 10,305 feet measured depth and 12,200 feet measured depth as measured by Dual

Induction Focused Log Run No. 3, dated March 6, 1996, or the sands and silts penetrated by the Flaxman Island A-1 well (API No. 50-089-200030) between the interval 11,848 feet measured depth and 12,643 feet measured depth as measured by Dual Induction Laterolog Run No. 4, dated August 7, 1975.

2.4 "Commit," "Committed," or "Commitment" in the context of a Point Thomson Expansion Project means documentation that the WIOs have conducted project evaluation and scoping and have obligated themselves to proceed diligently with the project through completion in accordance with the terms of this Agreement. The documentation to be provided shall include corporate authorization letters by the authorized corporate representative from the WIOs and any existing project Authorizations for Expenditure.

In addition, in the context of a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project, the documentation to be provided also includes documentation demonstrating the completion of Front End Engineering and Design (FEED) and filing of formal applications for major federal and state permits, authorizations, certificates, or rights of way associated with construction of the project, from the U.S. Army Corp of Engineers, DNR and the Alaska Oil and Gas Conservation Commission, including any related NEPA review ("Authorizations").

After the WIOs "Commit," as defined above, to a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project, upon receipt of Authorizations consistent with FEED design work and the applications filed by the WIOs, the WIOs will proceed

in a timely manner to enter into contracts necessary to proceed with construction of the project consistent with the POD requirements.

2.5 "Continuous Operations" in the context of the IPS Project means continuing operation of wells and facilities to produce oil or gas from the Thomson Reservoir into a pipeline or other means of transportation to market. "Continuous Operations" does not include testing, evaluation, or temporary production. "Continuous Operations" exist even when production temporarily ceases or temporarily declines due to and for the period of: (1) planned or unplanned maintenance or repairs; (2) operational upsets; or (3) circumstances beyond the control of the WIOs that impact ongoing operations.

2.6 "DNR Point Thomson Orders" means the following DNR orders: (1) the Director's September 30, 2005 Denial of Proposed Plans of Development for the Point Thomson Unit and the Director's October 27, 2005 Amended Decision - Denial of Proposed Plans of Development of the Point Thomson Unit; (2) the Commissioner's November 27, 2006 Final Decision and the Commissioner's December 27, 2006 Decision on Reconsideration; (3) the Commissioner's April 22, 2008 Findings and Decision on Remand and the Commissioner's June 11, 2008 Decision on Reconsideration; (4) the Director's February 2007 and August 4, 2008 Decisions regarding thirty-one leases entitled Lease Expiration Due To Elimination From Unit; (5) the Commissioner's August 4, 2008 Decision on Consolidated Appeals From the Director's 2007 Decisions Terminating Thirteen State Oil and Gas Leases That Were Subject to the 2001 Point Thomson Unit Expansion Agreement; and (6) the Commissioner's January 27, 2009 Conditional Interim Decision.

2.7 "East Pad" means the proposed drilling pad located east of the IPS in Area D and from which one or more wells could be drilled.

2.8 "Effective Date" has the meaning provided in Paragraph 4.10.2.

2.9 "Expansion Planning POD" has the meaning provided in Paragraph 4.6.2.

2.10 "Expansion Project POD" has the meaning provided in Paragraph 4.6.3.

2.11 "Future POD" has the meaning provided in Paragraph 4.6.

2.12 "Initial Participating Area" or "Initial PA" means the participating area ("PA") formed for the Thomson Reservoir containing all or part of the leases listed in Area A on attached Exhibit C and contained in Area A of attached Exhibit D.

2.13 "Initial Production System" or "IPS" means the gas cycling facilities designed with capacity to produce and re-inject (cycle) 200 million cubic feet of gas per day utilizing reciprocal compression and with the objective of a minimum of 10,000 barrels per day of condensate for delivery into the TransAlaska Pipeline System ("TAPS").

2.14 "IPS Project" means the project to construct and install the IPS, and includes a 12-inch liquid hydrocarbon pipeline from Point Thomson to an interconnection with the Badami Field liquid hydrocarbon pipeline.

2.15 "IPS Gas Cycling Expansion Project" means an expansion of the IPS that must be: (i) a minimum of an additional 10,000 barrels per day if reciprocal compression is used; or (ii) a minimum of an additional 20,000 barrels per day if centrifugal compression is

used for delivery into TAPS. The WIOs have the discretion to decide on (i) or (ii) above and whether they will Commit to any IPS Gas Cycling Expansion Project.

2.16 "Major Gas Sale" or "MGS" means a large-scale pipeline project having a design throughput of more than 500 million cubic feet of gas per day that results in delivery of gas off the North Slope of Alaska.

2.17 "MGS POD" has the meaning provided in Paragraph 4.6.1.

2.18 "Point Thomson Cases" means (1) the following cases consolidated with Case No. 3AN-06-13751 CI: Case Nos. 3AN-06-13760 CI, 3AN-06-13773 CI, 3AN-06-13799 CI, 3AN-07-04634 CI, 3AN-07-04620 CI, 3AN-07-04621 CI, and 3AN-08-09369 CI; (2) the expansion leases termination appeal, Case No. 3AN-08-10156 CI; (3) the appeal from the AOGCC's decision dismissing involuntary unit petition, Case No. 3AN-09-07768 CI; (4) the Supreme Court appeal from denial of breach of contract damages claim, Case No. S-12743; (5) the appeal before the Department of Administration from DNR's denial of damages claim, Case No. OAH No. 08-0409; (6) the appeal from Commissioner Irwin's August 29, 2008 letter denying certain permit applications, Case No. 3AN-08-10825 CI; and (7) Chevron's Public Records Act case, Case No. 3AN-08-11804 CI.

2.19 "Point Thomson Development" means the IPS Project, drill wells, and work plans described in Paragraph 4.1 and other work activities set forth in this Agreement.

2.20 "Point Thomson Expansion Project" means an IPS Gas Cycling Expansion Project or a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project. The WIOs have discretion on whether to Commit to any Point Thomson Expansion Project.

2.21 "Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project" means a project to deliver Point Thomson gas to Prudhoe Bay for injection that would significantly increase the rate of condensate production at Point Thomson into TAPS, serve as a pre-investment for a Major Gas Sale, essentially complete installation of the Point Thomson wells and facilities required for a Major Gas Sale, and allow for continued efforts towards, and positions Point Thomson gas for, a Major Gas Sale. In addition, this project would materially increase oil production at Prudhoe Bay into TAPS and result in substantial enhanced recovery at Prudhoe Bay. A Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project would result in production and recovery of liquids from Point Thomson and Prudhoe Bay that would be greater than production and recovery of liquids from Point Thomson from an IPS Gas Cycling Expansion Project of a minimum of an additional 20,000 barrels per day. Before Project Start-up required approvals from the Alaska Oil and Gas Conservation Commission must be obtained.

The project would consist of:

(i) a newly constructed gas pipeline from Point Thomson to Prudhoe Bay with the capacity to transport significant volumes of Point Thomson gas in an amount that would position Point Thomson gas for a Major Gas Sale, for injection for: (a) use in repressuring, stimulation of production, and increasing ultimate

recovery of Prudhoe Bay oil; and (b) for ultimate availability for a Major Gas Sale; and

(ii) additional wells and facilities at Point Thomson to produce and process significant condensate production for delivery into TAPS through existing liquid hydrocarbon pipelines and pipelines constructed as part of the IPS Project. These facilities would also be used for a Major Gas Sale.

To ensure DNR receives necessary information regarding a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project, in addition to information required under an Expansion Planning POD or an Expansion Project POD, the WIOs will meet and confer with DNR technical staff and schedule periodic reviews and workshops regarding reservoir and facility modeling results related to the project, and provide data and information to DNR for it to understand and track progress and evaluation of the project consistent with Section 16 of the PTUA. If the WIOs Commit to a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project, then at the State's request, the State and each individual WIO with a working interest in each Point Thomson Unit lease will negotiate a separate gas sales agreement that includes the terms set forth in Exhibit G. The Parties recognize that a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project will also be subject to Prudhoe Bay Unit agreements, including the Prudhoe Bay Unit plan of development approval process, which are not part of and would not be modified by this Agreement.

2.22 "Point Thomson Superior Court Case" means the case pending in the Superior Court of the State of Alaska, Case No. 3AN-06-13751 CI (Consolidated).

2.23 "Point Thomson Supreme Court Case" means the case pending in the Supreme Court of the State of Alaska, Case No. S-13730.

2.24 "Point Thomson Unit" has the meaning set forth in Section 3.

2.25 "Point Thomson Unit Agreement" or "PTUA" means the Unit Agreement for the Development and Operation of the Point Thomson Unit effective August 1, 1977, including all amendments thereto.

2.26 "Pre-Mississippian Section" means the interval of rock correlating with the Alaska State F-1 well (API No. 50-089-200190) below the depth of 13,846 feet measured depth as measured by the Dual Induction Laterolog Run No. 4, dated March 16, 1982, consisting of low grade metamorphic rocks containing argillite, phyllite, and quartzite along with intercalated beds of dolomite and limestone.

2.27 "Project Start-up" means the date of first production through facilities constructed as a result of the project in question but does not include testing, evaluation, or temporary production.

2.28 "Sanction" in the context of a Major Gas Sale means formal and explicit approval of a Major Gas Sale. A Major Gas Sale shall be considered "Sanctioned" under this Agreement upon receipt by the State of documentary evidence of: (1) corporate approvals by parties sufficient to proceed with construction of the project to completion; (2) firm transportation service agreements that have been entered into

sufficient to proceed with construction of the project to completion; and (3) necessary United States (and, if applicable, Canadian) federal regulatory certificates that have been issued and accepted.

2.29 "Thomson Reservoir" means the accumulation of hydrocarbon substances in the Thomson Sand and the Pre-Mississippian Section within the Point Thomson Unit.

2.30 "Thomson Sand" means the interval of rock correlating with the Point Thomson Unit No. 3 well (API No. 50-089-200070) between the depths of 13,657 and 13,932 feet measured depth as measured by the Dual Induction Laterolog Run No. 3, dated May 17, 1979, consisting of conglomerates, sandstones and siltstones.

2.31 "Unit Operator" means the Point Thomson Unit Operator designated in the PTUA and Point Thomson Unit Operating Agreement.

2.32 "West Pad" means the proposed drilling pad located west of the IPS in Area B and from which one or more wells could be drilled.

2.33 "West Pad Area" means the acreage containing all or part of the leases listed in Area B on Exhibit C and contained in Area B on Exhibit D.

2.34 "Without Appeal" means that the WIOs have waived any rights under the PTUA, individual lease terms, Alaska law and/or the laws of the United States of America, to file an application, petition, administrative appeal, or any cause of action before any administrative tribunal or state or federal court of law, and that the WIOs shall not file any such application, petition, administrative appeal, or cause of action. With regard to acreage that is released to the State Without Appeal under this Agreement, upon the

occurrence of the specified event resulting in the release of acreage, that release will occur immediately and automatically.

2.35 "Working Interest Owners" or "WIOs" means the working interest owners who are entitled to vote as to the applicable operation pursuant to, or who undertake a non-consent operation under, the Point Thomson Unit Operating Agreement.

3. UNIT CONFIGURATION

The Point Thomson Unit consists of the area and leases within the boundary set forth on the map attached as Exhibit A and the schedule of leases listed and identified on Exhibit B for a total acreage of 93,291.12 acres. The WIOs confirm that any leases not set forth on Exhibits A and B that formerly may have been included in the Point Thomson Unit have expired and the acreage has been released and returned to the State.

The map of the unit area reflecting the boundary of the Point Thomson Unit as set forth on Exhibit A and the schedule listing leases within the Point Thomson Unit area as set forth on Exhibit B are approved as Exhibit A and Exhibit B to the PTUA. The Unit Operator will file revised versions of Exhibits A and B when changes occur to the configuration or boundaries of the Point Thomson Unit area as set forth in this Agreement, with the revisions effective on the date the changes occur. Exhibit C is a listing of all or part of the leases listed on Exhibit A by area as referenced in this Agreement. Exhibit D is a map depicting the leases and areas set forth in Exhibit C. A reference to Exhibit C in this Agreement includes a reference to the corresponding area depicted in Exhibit D.

4. TERMS OF AGREEMENT

The Parties agree and understand as follows:

4.1 By signing this Agreement, the WIOs shall undertake and DNR approves the following work plan:

4.1.1 IPS Project.

4.1.1.1 The WIOs shall drill the PTU 15 and PTU 16 wells by the end of 2010, which work has been completed.

4.1.1.2 The WIOs shall put the PTU 15 and PTU 16 wells on production utilizing the IPS by the end of the 2015-2016 winter season and in any event no later than May 1, 2016. The work plan and activities associated with the IPS Project are set forth in Exhibit E. The PTU 15 and PTU 16 wells shall be placed on Continuous Operations either under production or gas injection. During the first year of production following IPS Project Start-up, the WIOs shall collect data and information regarding production, well and reservoir performance, IPS facility performance, and transportation system operations to aid in further development planning and decisions.

4.1.1.3 Additional wells shall be drilled and placed on production as needed to keep the IPS fully loaded with gas as set forth in Paragraph 2.13, to sustain the objective of a minimum of 10,000 barrels of condensate per day until the Thomson Reservoir is no longer able to sustain this objective.

4.1.1.4 After IPS Project Start-up, the WIOs shall identify and pursue debottlenecking work to increase the capacity of the installed facilities.

4.1.2 West Pad Well. The WIOs shall drill a Thomson Sand well from the West Pad by the end of the 2016-2017 winter season and in any event no later than May 1, 2017.

4.1.3 East Pad, East Pad Well, and Fifth Well. In addition to the wells and pads provided for in Paragraphs 4.1.1 and 4.1.2, the WIOs shall continue permitting for the East Pad, an East Pad well, and a fifth well, with the permitted location of the fifth well determined by the WIOs based on prior well results.

4.1.4 Wells to Target Thomson Sand Gas. All wells addressed in Paragraph 4.1 shall target Thomson Sand gas.

4.1.5 IPS POD. The work plans for the development and operation for the unitized land set forth in Paragraphs 4.1.1 through 4.1.4 shall constitute the drilling and operating obligations under Section 10 of the PTUA until May 1, 2017, unless IPS Project Start-up has not occurred due to factors outside the control of the WIOs under Paragraph 4.2.3 or force majeure under Paragraph 4.14, then until one year following IPS Project Start-up. The Unit Operator shall submit an annual report by March 1 of each year describing the operations conducted during the preceding year, but otherwise shall not be required to update the plan under 11 AAC 83.343.

4.1.6 Facility Expansion.

4.1.6.1 If a Major Gas Sale is Sanctioned by year-end 2019, then the WIOs are not obligated to pursue or continue to pursue the work plans for a Point Thomson Expansion Project set forth in Paragraphs 4.1.6.2, 4.6.2, or 4.6.3.

4.1.6.2 If a Major Gas Sale is not Sanctioned by June 1, 2016, the WIOs shall begin engineering and permitting of a Point Thomson Expansion Project. The WIOs shall incorporate these work plans into the Expansion Planning POD set forth in Paragraph 4.6.2 of this Agreement.

4.2 Completion of the IPS Project; Abandonment

4.2.1 Definition of Abandonment. For purposes of Paragraph 4.2, "Abandon," "Abandoned," or "Abandonment" means the WIOs are no longer diligently pursuing the IPS Project in good faith. Diligence is understood to mean the type of effort and activity demonstrated by the WIOs in drilling the PTU 15 and PTU 16 wells. The WIOs will have diligently pursued the IPS Project if the project work plans, activities, and pace are undertaken in a manner exemplified by the Point Thomson Provisional Schedule Level 1 work sheet attached as Exhibit E. Moreover, a lack of progress on project work plans, activities, and pace commensurate with the size and scale of the IPS Project over a one-year period is indicia of the WIOs' decision to Abandon the IPS Project. The economics or costs of the IPS Project cannot be used as a rationale or justification for not completing the IPS Project and do not constitute a factor outside the WIOs' control under Paragraph 4.2.3. To demonstrate diligence, the WIOs shall continue to provide to DNR documentation (e.g., spend reports, permit

applications, etc.) of their work activities and more detailed annual work plans to supplement the information in Exhibit E.

4.2.2 Consequences of Abandonment.

4.2.2.1 If the WIOs Abandon the IPS Project and have incurred costs for Point Thomson Development during the period between year-end 2007 and year-end 2015 of less than $2.0 billion dollars, then all Point Thomson Unit area acreage except for acreage included in Area A and Area B on Exhibit C shall be released to the State Without Appeal at year-end 2015.

4.2.2.2 If the WIOs Abandon the IPS Project and: (a) have incurred costs for Point Thomson Development during the period between year-end 2007 and year-end 2015 of less than $2.0 billion dollars; and (b) a West Pad well has not been spud by year-end 2016, then the Point Thomson Unit area acreage in Area B on Exhibit C shall be released to the State Without Appeal at year-end 2016.

4.2.2.3 If the WIOs Abandon the IPS Project and have incurred costs for Point Thomson Development during the period between year-end 2007 and year-end 2015 of $2.0 billion dollars or more, then only acreage listed in Area E and Area F on Exhibit C shall be released to the State Without Appeal at year-end 2015.

4.2.2.4 If the WIOs Abandon the IPS Project, the WIOs shall provide the State with accounting information provided by the Unit Operator in joint interest

billings to the WIOs to verify the costs incurred for Point Thomson Development between year-end 2007 and year-end 2015.

4.2.3 Factors Outside the Control of the WIOs. The WIOs shall not be considered to have Abandoned the IPS Project if the WIOs are unable to continue moving forward because of factors outside the control of the WIOs due to:

(a) circumstances addressed by Section 25 of the PTUA;

(b) design modifications due to significant technological or environmental obstacles that cause substantial additional work;

(c) litigation by third parties; or

(d) permitting and regulatory delays.

At the time the WIOs assert that one or more of the factors outside of their control has prevented them from moving forward with the IPS Project, the WIOs shall provide written notice to DNR with a description of the circumstances that have occurred and information to support the basis for their position. The WIOs shall exercise due care and diligence to address a factor outside of their control and shall keep DNR updated on the steps they are taking and their progress to move forward with the IPS Project under the circumstances. The WIOs shall provide written notice when they are able to continue moving forward with the IPS Project. If DNR disagrees with the position taken in the written notice from the WIOs, or if DNR otherwise believes the WIOs have Abandoned the IPS Project, DNR shall provide the WIOs written notice of DNR's position. DNR and the WIOs shall meet and review their respective positions in an effort to resolve any

differences. If the parties are not able to resolve their different assessments, then any dispute on whether the WIOs have Abandoned the IPS Project and whether failure to spud a West Pad well by the date set forth in Paragraph 4.2.2.2 is due to circumstances addressed by Section 25 of the PTUA, shall be subject to expedited arbitration. The parties shall agree upon expedited arbitration with the principles to be decided following execution of this Agreement.

4.2.4 Term of Abandonment Provision. This Paragraph 4.2 expires upon IPS Project Start-up, but in no event extends beyond year-end 2019, which date is fixed and not subject to Paragraph 4.14.

4.2.5 Year-end 2019. The provisions in this Paragraph 4.2 do not modify the provisions regarding Point Thomson Unit contraction/termination at year-end 2019 in Paragraphs 4.5.2 and 4.5.7 of this Agreement.

4.3 Formation of Initial Participating Area (Initial PA). This Paragraph 4.3 describes how the Initial PA will be formed for the Point Thomson Unit.

4.3.1 Initial Participating Area for Thomson Reservoir. The Initial PA shall be the first participating area for the Point Thomson Unit. The Initial PA shall contain the leases listed as the Initial Participating Area on Exhibit C. At least ninety (90) days before the date of first production through the IPS Project, the Unit Operator shall submit documentation regarding the Initial PA as provided in Paragraph 4.4.5, including PA tract allocations for each lease in the PA which shall be set forth in a revision to Exhibit C. The Initial PA for the Thomson Reservoir shall be formed and is approved upon IPS Project Start-up effective the date of first

production through the IPS Project with delivery into TAPS. Within twenty (20) days following the month of first production through the IPS Project with delivery into TAPS, the Unit Operator shall provide notice to DNR of the date of first production through the IPS Project with delivery into TAPS.

4.4 Expansion of IPA and Formation of New PAs. This Paragraph 4.4 describes how the Point Thomson Unit Initial PA may be: (1) conditionally expanded to include acreage in Area B upon completion of certain work activities; (2) expanded to include acreage in Area B and Area D upon approval of a PA application pursuant to the PTUA including applicable State law based on technical information from drilling and IPS production; and (3) expanded to include up to the entire Point Thomson Unit area (except Area F) upon Project Start-up of a Point Thomson project resulting from Sanction of a Major Gas Sale, an IPS Gas Cycling Expansion Project of a minimum of an additional 20,000 barrels per day, or a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project. The leases in the Initial PA, and the leases included in Area B, have been identified for inclusion in the Thomson Reservoir PA by the Parties for the purposes of this Agreement. The inclusion of leases in the PA does not constitute a determination under Section 11 of the PTUA of the land that otherwise would be included in the PA. Development of Point Thomson Unit acreage in Area F (Brookian reservoirs) is subject to the provisions set forth in Paragraph 4.7.

4.4.1 Area B Expansion. If: (i) a West Pad well is drilled as provided in Paragraph 4.1.2 and casing set across the Thomson Sand; and (ii) an Authorization for Expenditure for a gathering line to the West Pad is approved, then the Initial PA formed as provided in Paragraph 4.3 shall automatically expand to include the

West Pad Area (Area B) acreage listed on Exhibit C. Within twenty (20) days following the month in which the last of the above conditions is accomplished, the Unit Operator shall submit documentation regarding the expanded PA as provided in Paragraph 4.4.5, including the PA tract allocations for each lease in the PA which shall be set forth in a revision to Exhibit C, and notice confirming that the conditions set forth in this Paragraph 4.4.1 have been met including a copy of the Authorization for Expenditure. Upon receipt of proper notification, expansion of the Initial PA is automatically approved effective the first day of the month in which the last of conditions (i) and (ii) was met.

4.4.2 PA Expansion to Entire Unit. If by year-end 2019, (i) a Major Gas Sale is Sanctioned or (ii) the WIOs Commit to an IPS Gas Cycling Expansion Project of a minimum of an additional 20,000 barrels per day or to a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project, then, upon Project Start-up of the project to develop the Point Thomson Reservoir for a Major Gas Sale, the IPS Gas Cycling Expansion Project of a minimum of an additional 20,000 barrels per day, or the Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project, as applicable, the PA for the Thomson Reservoir shall expand to include the entire Point Thomson Unit area contained on Exhibit A and the leases listed and identified on Exhibit B, except acreage listed in Area F on Exhibit C or acreage that has contracted from the Point Thomson Unit if IPS Project Start-up has not occurred as provided under Paragraph 4.5.7. At least ninety (90) days before Project Start-up, the Unit Operator shall submit documentation regarding the expanded PA as provided in Paragraph 4.4.5,

including the PA tract allocations for each lease in the PA which shall be set forth in a revision to Exhibit C. Within twenty (20) days following the month of Project Start-up, the Unit Operator shall submit documentation confirming Project Start-up. Prior to the effective date of expansion of the PA, any acreage subject to this Paragraph 4.4.2 and not within the PA for the Thomson Reservoir shall be subject to the provisions of Paragraph 4.5.1.

4.4.3 PA Expansion Based on Technical Information. In addition to expansion of the PA for the Thomson Reservoir provided in Paragraph 4.4.1, prior to year-end 2019 the Unit Operator may submit an application for expansion of the PA pursuant to the PTUA including applicable State law based on drilling and IPS production results (i.e., technical information). This request could include acreage in Area B and Area D on Exhibit C. Any acreage included in the PA for the Thomson Reservoir as a result of this application shall be listed as a new Area C on Exhibit C and depicted as Area C on Exhibit D. The WIOs' rights to such an expansion of the PA and DNR's decisions regarding same shall be governed by the PTUA including applicable State law. The Parties acknowledge that any DNR decision on a technical PA submitted consistent with this Paragraph 4.4.3, including any appeal of a DNR decision to the Superior Court of the State of Alaska, may extend beyond year-end 2019.

4.4.4 Acreage Not Subject to Contraction. The following acreage shall not be subject to removal from a PA or contraction from the Point Thomson Unit:

(a) acreage that has been included in the Initial PA pursuant to an IPS Project Start-up under Paragraph 4.3;

(b) except as specifically provided in Paragraph 4.5.8, acreage that has been included in a PA pursuant to a PA expansion to include Area B under Paragraph 4.4.1;

(c) acreage that has been included in a PA pursuant to a PA expansion to include the entire Point Thomson Unit (except Area F) under Paragraph 4.4.2; or

(d) subject to 11 AAC 83.351(c), as applicable, and except as specifically provided in Paragraph 4.5.3, acreage that has been included in a PA pursuant to an approved PA expansion based on technical information under Paragraph 4.4.3.

Notwithstanding the above, this Paragraph 4.4.4 does not modify Section 20(c) of the PTUA should production cease from the PA.

4.4.5 PA Documentation. Information to be submitted to DNR under Paragraphs 4.3.1, 4.4.1 and 4.4.2 is provided in Exhibit F.

4.4.6 PA Dispute. Any dispute related to a PA under this Agreement shall be subject to Paragraph 5.1. A dispute regarding PA documentation or the tract allocation factors set forth in Exhibit C shall not impact formation or expansion of a PA under this Agreement, except as provided in Paragraph 4.4.3. Submittal of PA documentation under Paragraphs 4.3 and 4.4 shall be subject to the terms of the

PTUA including applicable State law. Approval of the tract allocation factors contained in Exhibit C shall be subject the terms of the PTUA including applicable State law. If the tract allocation factors submitted by the Unit Operator under Paragraphs 4.3 and 4.4 are disputed, the factors submitted by the Unit Operator shall take effect and apply until the dispute is finally resolved. Once resolved, the tract allocation factors will be retroactively adjusted.

4.5 Unit Contraction and Participating Area Reductions / Unit Status at Year-End 2019. This Paragraph 4.5 describes various development scenarios that could be present at year-end 2019, and the implications for acreage in the Point Thomson Unit. Particularly, this paragraph sets forth the terms and conditions under which some or all of the acreage could contract out of the Point Thomson Unit and be released to the State Without Appeal, and some or all of the acreage could remain in the Point Thomson Unit and be included in a PA. Paragraph 4.5 does not address Area F; Paragraph 4.7 describes what will happen with Area F acreage.

4.5.1 Acreage Subject to Inclusion in PA. If by year-end 2019 a Major Gas Sale has been Sanctioned or the WIOs have Committed to a Point Thomson Expansion Project, acreage to be included in the PA for the Thomson Reservoir under Paragraphs 4.4.2, 4.5.4, or 4.5.7 shall be entitled to be included in the PA. Such acreage shall remain in the Point Thomson Unit following formation of the Initial PA, and thereafter shall be subject to elimination from the Point Thomson Unit in accordance with the terms of the PTUA including applicable State law, including Section 2(e). If IPS Project Start-up has not occurred and the Initial PA has not been formed, but a Major Gas Sale is Sanctioned, such acreage shall remain in the

Point Thomson Unit and shall be subject to elimination from the Point Thomson Unit in accordance with the terms of the PTUA including applicable State law, including Section 2(e), as if the Initial PA had been formed effective May 1, 2016.

4.5.2 No IPS or MGS.

4.5.2.1 If IPS Project Start-up has not occurred and a Major Gas Sale has not been Sanctioned by year-end 2019, the following shall occur: (1) subject to Paragraph 4.5.2.2, the Point Thomson Unit and the PTUA shall terminate Without Appeal; (2) except for leases subject to Paragraph 4.5.2.3, each WIO will immediately surrender its leases and all such acreage shall be automatically released Without Appeal to the State; (3) each WIO agrees that it will not apply to form a compulsory unit with the Alaska Oil and Gas Conservation Commission with respect to any lease formerly within the Point Thomson Unit; and (4) this Agreement shall terminate.

4.5.2.2 If IPS Project Start-up has not occurred and a Major Gas Sale has not been Sanctioned by year-end 2019, then the WIOs may submit an alternative POD for the Point Thomson Unit no later than sixty (60) days prior to year-end 2019. Submittal and approval of the alternative POD shall be subject to the terms of the PTUA including applicable State law. Nonetheless, DNR shall have sole discretion to accept or reject an alternative POD, and a final Commissioner decision on the alternative POD is Without Appeal. For purposes of this paragraph the WIOs agree not to assert that Section 21 of

the PTUA applies in any respect to review of or a decision on the proposed alternative POD.

4.5.2.3 If the Point Thomson Unit is terminated under Paragraph 4.5.2.1, the lessees of leases containing the PTU 15, PTU 16 and wells drilled after execution of this Agreement, and lessees of leases containing any other wells capable of producing in paying quantities, may submit a Plan of Operations ("POO") for each lease to the Director within sixty (60) days of the date of Point Thomson Unit termination. The POO shall provide for placing the well on producing status within two (2) years of the date of approval of the POO. Approval or rejection of the POO shall be within the sole discretion of the DNR. If the Director denies approval of the POO, that decision may be appealed to the Commissioner. The Commissioner's decision on the POO shall be Without Appeal. If the lessees fail to submit a POO for the leases within sixty (60) days following Point Thomson Unit termination, or the Commissioner denies approval of the POO, the leases shall terminate with acreage returning to the State Without Appeal. If the Director or the Commissioner approve the POO and the lessees fail to place the well on producing status within two years, the lease shall terminate with acreage returning to the State Without Appeal.

4.5.3 <u>IPS Project - No Expansion and No MGS</u>. If IPS Project Startup has occurred and the WIOs do not Commit to a Point Thomson Expansion Project and a Major Gas Sale has not been Sanctioned by year-end 2019, then:

4.5.3.1 The acreage in Area E and the northern half of ADL 377017 (ADL 377017(N) on Exhibit C), without regard to whether this acreage was included in a technical PA application or is included in the PA as the result of a technical PA expansion under Paragraph 4.4.3, shall be released to the State Without Appeal. The remaining acreage in Area D shall be subject to the PTUA including applicable State law.

4.5.3.2 If a technical PA application has been filed pursuant to Paragraph 4.4.3, then, subject to Paragraph 4.5.3.1, the acreage included in the application shall not be subject to contraction until a final decision on the technical PA application. Once a final decision has been made on the PA application, any acreage not included in a PA shall be eliminated from the Point Thomson Unit.

4.5.4 <u>IPS Project Expansion by 10,000 Barrels per Day and No MGS</u>. If the WIOs Commit to an IPS Gas Cycling Expansion Project of minimum of an additional 10,000 barrels per day by year-end 2019, but that expansion is less than minimum of an additional 20,000 barrels per day, then the acreage in the northern half of ADL 377017 (ADL 377017(N) on Exhibit C), without regard to whether this acreage was included in a technical PA application or is included in the PA as the result of a technical PA expansion under Paragraph 4.4.3, and the acreage listed as within ADLs 377016, 389728 and 389730 in Area E on Exhibit C, shall be released to the State Without Appeal. The remaining acreage listed within Area E on Exhibit C shall be included in the acreage listed in Area D on Exhibit C and subject to the terms of the PTUA including applicable State law.

4.5.5 IPS Project Expansion by 20,000 Barrels per Day or a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project and No MGS. If IPS Project Start-up has occurred and the WIOs have Committed to either: (1) an IPS Gas Cycling Expansion Project of a minimum of an additional 20,000 barrels per day; or (2) a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project by year-end 2019, then all acreage, except as set forth in Paragraph 4.7, shall remain in the Point Thomson Unit at year-end 2019 and shall be entitled to be included in a PA as set forth in Paragraphs 4.4.2 and 4.5.1.

4.5.6 IPS with MGS. If IPS Project Start-up has occurred and a Major Gas Sale has been Sanctioned by year-end 2019, then all acreage, except as set forth in Paragraph 4.7, shall remain in the Point Thomson Unit at year-end 2019 and shall be entitled to be included in a PA as set forth in Paragraphs 4.4.2 and 4.5.1.

4.5.7 MGS Sanctioned – No IPS Project. If IPS Project Start-up has not occurred and a Major Gas Sale is Sanctioned prior to year-end 2019, any acreage that contracts from the Point Thomson Unit under Paragraph 4.2 of this Agreement shall not be recommitted to the Point Thomson Unit. Acreage remaining in the Point Thomson Unit shall be subject to Paragraphs 4.4.2 and 4.5.1.

4.5.8 Area B. If (i) an expanded PA based on technical information has not been approved as provided in Paragraph 4.4.3 that includes all of Area B or (ii) if a gathering line is not constructed and the well on the West Pad is not placed on Continuous Operations into the IPS by year-end 2019, then any of the West Pad Area (Area B) acreage listed on Exhibit C that was originally included in the PA

for the Thomson Reservoir pursuant to Paragraph 4.4.1, but subsequently has not been included in the PA expansion as provided for in Paragraph 4.4.3, shall be removed from the PA and included within Area D on Exhibit C, and thereafter shall be subject to the terms of the PTUA including applicable State law.

4.5.9 Segregation of Leases Released to State or Contracted from the Unit. Any lease, a portion of which is released to the State under Paragraphs 4.2 or 4.5, shall be segregated into a separate and distinct lease as to the portion remaining within the Point Thomson Unit, which does not include the portion that contracts out of the Point Thomson Unit and is released to the State, and the provisions of the original lease shall apply to the segregated portion that remains in the Point Thomson Unit.

4.6 Plans of Development/Future Work Plans. The WIOs shall prepare plans of further development and operation for the Point Thomson Unit under Section 10 of the PTUA ("Future POD") as provided in this Paragraph 4.6 for the periods set forth. Work plans for Point Thomson Unit acreage in Area F of Exhibit C shall be subject to the terms of Paragraph 4.7, not this Paragraph 4.6.

4.6.1 Major Gas Sale Sanction. If a Major Gas Sale is Sanctioned prior to year-end 2019, then within ninety (90) days following the Sanction date, the WIOs shall submit a Future POD that includes work plans and project activities to develop the Point Thomson Reservoir for a Major Gas Sale (the initial and each Future POD under this Paragraph 4.6.1 is hereinafter referred to as an "MGS POD"). Upon Project Start-up associated with an MGS POD, the obligations set forth in

Paragraph 4.1.1 shall terminate. The initial MGS POD shall be effective as of the date a Major Gas Sale is Sanctioned and shall remain in effect for two years following that date and until a subsequent MGS POD is approved. Subsequent MGS PODs shall be submitted to DNR within ninety (90) days before expiration of the prior MGS POD. Each MGS POD shall cover a period of two years and shall address the information contained in Paragraph 4.6.4. Following submittal of each MGS POD, DNR shall have sixty (60) days to review the MGS POD. Unless DNR provides the WIOs written notice that the MGS POD is inconsistent with the terms of this Agreement, the MGS POD is approved effective the date set forth above, even if DNR approval of the MGS POD occurs after that date.

4.6.2 Expansion Project Planning. Consistent with Paragraph 4.1.6.2, if a Major Gas Sale has not been Sanctioned by June 1, 2016, the WIOs must begin engineering and permitting of a Point Thomson Expansion Project. The WIOs shall submit a Future POD that includes work plans for evaluation and selection of an option for development of the Point Thomson Reservoir through a Point Thomson Expansion Project ("Expansion Planning POD"). The Expansion Planning POD shall be effective one year following IPS Project Start-up but no later than May 1, 2017, and shall remain in effect until the earlier of: (1) the effective date of an Expansion Project POD under Paragraph 4.6.3; (2) the effective date of an MGS POD under Paragraph 4.6.1; or (3) December 31, 2019 if a Major Gas Sale has not been Sanctioned and the WIOs do not Commit to a Point Thomson Expansion Project prior to that date. The Expansion Planning POD may supplement the work plans set forth in Paragraphs 4.1.1 through 4.1.4. The Expansion Planning

POD shall be submitted no later than ninety (90) days following the Expansion Planning POD effective date provided above and shall address the information contained in Paragraph 4.6.4. Following submittal of the Expansion Planning POD, DNR shall have sixty (60) days to review the Expansion Planning POD. Unless DNR provides the WIOs written notice that the Expansion Planning POD is inconsistent with the terms of this Agreement, the Expansion Planning POD is approved effective the date set forth above, even if DNR approval of the Expansion Planning POD occurs after that date.

4.6.3 Expansion Project Commitment. If a Major Gas Sale has not been Sanctioned by year-end 2019, and the WIOs Commit to a Point Thomson Expansion Project on or before year-end 2019, then the WIOs shall submit a Future POD based on the Expansion Planning POD work product that describes work plans and project activities to develop the Point Thomson Reservoir through a Point Thomson Expansion Project (the initial and each subsequent Future POD under this Paragraph 4.6.3 is hereinafter referred to as an "Expansion Project POD"). Upon Project Start-up of a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project, the obligations set forth in Paragraph 4.1.1 shall terminate. Upon DNR approval, the initial Expansion Project POD shall be deemed effective on January 1, 2020 unless the WIOs Commit to a Point Thomson Expansion Project and an Expansion Project POD is approved prior to year-end 2019, and shall remain in effect for two years following that approval and until a subsequent Expansion Project POD is approved. The initial Expansion Project POD shall be submitted no later than ninety (90) days following the date the WIOs Commit to a

Point Thomson Expansion Project. Subsequent Expansion Project PODs shall be submitted to DNR within ninety (90) days before expiration of the prior Expansion Project POD. Each Expansion Project POD shall cover a period of two years and shall address the information contained in Paragraph 4.6.4. Following submittal of each Expansion Project POD, DNR shall have sixty (60) days to review the Expansion Project POD. Unless DNR provides the WIOs written notice that the Expansion Project POD is inconsistent with the terms of this Agreement, the Expansion Project POD is approved effective the date set forth above, even if DNR approval of the Expansion Project POD occurs after that date.

4.6.4 POD Information. Consistent with this Paragraph 4.6, Future PODs shall include plans to address the following:

(a) data acquisition and technical evaluations and qualifications to support the development plan;

(b) well planning including identification of the number of drill wells, well locations, and completion plans;

(c) project design basis and engineering plans for infrastructure, well pads, and process facilities;

(d) acquisition of permits and other approvals to accommodate drilling, construction, production transportation, and operations;

(e) operation and maintenance considerations;

(f) construction and start-up including estimated timing to complete the work activities;

(g) logistics; and

(h) safety, security, health, and environmental considerations.

4.6.5 POD Implementation. Any dispute regarding a Future POD, including whether a Future POD is consistent with this Agreement, whether WIOs are diligently progressing a project to develop the Point Thomson Reservoir for a Major Gas Sale, or whether WIOs are diligently progressing a Point Thomson Expansion Project consistent with this Agreement shall be subject to Paragraph 5.1. Any dispute related to a Future POD shall not be used as the basis to seek Point Thomson Unit contraction or release of acreage, unless DNR asserts the WIOs are not diligently progressing a project to develop the Point Thomson Reservoir for a Major Gas Sale or a Point Thomson Expansion Project consistent with this Agreement.

4.7 Area F. If the WIOs submit a POD for the Brookian by year-end 2018 that is approved by DNR, the acreage listed in Area F on Exhibit C shall remain in the Point Thomson Unit after any Unit contraction at year-end 2019 and shall be maintained through approved PODs or formation of expanded or new PA(s) in accordance with the PTUA including applicable State law. If the WIOs do not submit a Brookian POD by year-end 2018 or if DNR does not approve the Brookian POD, the acreage listed in Area F on Exhibit C shall be released to the State Without Appeal.

4.8 Royalty. Following IPS Project Start-up, the WIOs may submit a royalty modification application requesting a royalty reduction. DNR denial of the application does not relieve the WIOs or the State of their commitments to abide by the terms of this Agreement.

4.8.1 If applicable, the application shall be submitted pursuant to Alaska statutory provisions and shall be submitted and evaluated pursuant to Alaska law.

4.8.2 If the application is not submitted pursuant to Alaska statutory provisions, the WIOs may apply for royalty modification under this Paragraph 4.8.2. The State shall evaluate this application in good faith and the WIOs shall provide DNR with sufficient information to process the application. A decision by DNR denying an application submitted under this Paragraph 4.8.2 for any reason, including a determination that DNR may not legally approve that application because it does not have the authority to do so, shall be Without Appeal.

4.9 Lease Assignments. Within ninety (90) days of the Effective Date, the State agrees to approve lease assignments for each of the leases identified on Exhibit B as PTU Tract No. 1 through Tract No. 38, in the manner requested in writing by ExxonMobil, BP Exploration (Alaska) Inc., Chevron U.S.A. Inc., and ConocoPhillips Alaska, Inc., who, as represented by those requesting parties, are the only lessees to those assignments.

4.10 Litigation.

4.10.1 Joint Motions. Within ten (10) days of the date this Agreement is executed, the Parties shall jointly and simultaneously file: (a) a motion to vacate the February 11, 2010 Order Granting Stay of Proceedings in the Point Thomson Superior Court Case; and (b) a motion to vacate the December 26, 2007 and January 11, 2010 decisions in the Point Thomson Superior Court Case ("Joint Motion"). A copy of this Agreement shall be included with the filings. The Joint Motion described in Paragraph 4.10.1(b) shall expressly affirm that the DNR Point Thomson Orders will be automatically withdrawn as set forth in Paragraph 4.10.3 if the Joint Motion described in Paragraph 4.10.1(b) is granted.

4.10.2 Effective Date of Agreement. The effective date of this Agreement ("Effective Date") shall be the later of: (i) the date the Superior Court grants the Joint Motion described in Paragraph 4.10.1(b); (ii) the date of dismissal of the Point Thomson Supreme Court Case; and (iii) the date of dismissal of the Point Thomson Superior Court Case. If the Superior Court denies the Joint Motion described in Paragraph 4.10.1(b), or the Point Thomson Supreme Court Case and the Point Thomson Superior Court Case are not dismissed, this Agreement shall not become effective.

4.10.3 Other DNR Requirements.

4.10.3.1 Immediately upon the granting of the Joint Motion described in Paragraph 4.10.1(b), the DNR Point Thomson Orders shall be automatically withdrawn. Any authorization or approval issued by DNR as a result of any

of the DNR Point Thomson Orders allowing the WIOs to conduct activity within the Point Thomson Unit area shall not be affected by such action and shall remain valid and effective by its terms.

4.10.3.2 Within ten (10) days of the date the Superior Court grants the Joint Motion described in Paragraph 4.10.1(b), the Parties shall file a joint dismissal of the Point Thomson Supreme Court Case and the Point Thomson Superior Court Case pursuant to Alaska Appellate Rule 511.

4.10.4 Other Owner Requirements. Within ten (10) days of the Effective Date, the Owner Group shall file a release of Amended Notice of Lis Pendens in the Point Thomson Superior Court Case.

4.10.5 Other Joint Motions. Within ten (10) days of the Effective Date, the Parties shall jointly move to dismiss with prejudice the remaining Point Thomson Cases. A copy of this Agreement shall be included with each filing.

4.10.6 Costs and Fees. For purposes of this Paragraph 4.10, the State and the Owner Group shall each bear their own costs and attorney's fees.

4.11 Point Thomson Unit Status. By signing this Agreement, the Parties confirm that the Point Thomson Unit, the PTUA, and the Point Thomson Unit Operating Agreement have remained in effect since originally approved, and remain in effect as of the date of this Agreement as modified by this Agreement.

4.12 Interpretation. In the event of any conflict or inconsistency between this Agreement and the PTUA, this Agreement controls. Subject to and as modified by the terms of

this Agreement, the relationship between DNR and the WIOs shall continue to be governed by the PTUA including applicable State law.

4.13 Alaska Hire. Within the constraints of law, when the Unit Operator hires, it agrees to employ Alaska residents and contract with Alaska businesses to provide goods and services to support and work on construction, fabrication, or operation at Point Thomson to the extent Alaska residents or Alaska businesses are available, ready, willing, cost competitive, in compliance with all safety and environmental standards, qualified and able to accept employment at the time required, and are located in Alaska. The Unit Operator shall use, as far as is practicable, job centers and associated services operated by the Department of Labor and Workforce Development. The Unit Operator shall advertise for available positions locally and use, as far as practicable, Alaska job service organizations to notify the Alaskan public.

4.14 Force Majeure. The terms of this Agreement are subject to the unavoidable delay provisions of Section 25 of the PTUA. For the purposes of this Agreement, failure to timely receive permit approvals or other authorizations, despite the exercise of due care and diligence of the WIOs, is considered an unavoidable delay under Section 25 of the PTUA. Notwithstanding the foregoing, failure to obtain AOGCC approval related to the Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project is not force majeure and will not be considered an unavoidable delay under Section 25 of the PTUA.

4.15 Dates Subject to Adjustment. Decisions, work activities, and dates associated with Thomson Reservoir development are interrelated. Except as specifically provided in

Paragraph 4.15.1, if one or more force majeure events result in an extension of the date for IPS Project Start-up by at least one full year from the date provided in Paragraph 4.1.1.2 as may be adjusted herein, regardless of the actual term of any single force majeure event, then for each full one-year period that IPS Project Start-up is delayed, the dates for future Thomson Reservoir decisions and work activities, including dates associated with a Point Thomson Expansion Project or Thomson Reservoir development for a Major Gas Sale, shall be extended by a corresponding period of time. This provision is applicable each and every time IPS Project Start-up is delayed by at least one additional full year. This Paragraph 4.15 shall apply in addition to any extension or adjustment to a date in this Agreement resulting from a force majeure event under Paragraph 4.14.

4.15.1 Dates Not Subject to Adjustment. The following dates are not subject to adjustment under Paragraphs 4.14 and 4.15:

(a) the expiration date (year-end 2019) for the Abandonment provision under Paragraph 4.2.4;

(b) the year-end 2007 to year-end 2015 time period for determination of project costs if the WIOs Abandon the IPS Project as provided under Paragraph 4.2;

(c) the date (year-end 2018) for WIO submittal of a Brookian POD under Paragraph 4.7; and

(d) the date for application of DNR standard administrative processes under Paragraph 5.1.3.1.

The number of days for submitting information or providing notice under this Agreement (e.g., "within ninety (90) days") are not subject to adjustment under Paragraph 4.14, including the number of days for submitting and approving Future PODs under Paragraph 4.6.

4.16 Taxes and Royalty for Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project. The Parties agree that any gas produced from a reservoir within the Point Thomson Unit and injected into a reservoir within the Prudhoe Bay Unit pursuant to a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project is only subject to tax and royalty one time.

4.16.1 Tax on Injected Gas. The Parties recognize that Alaska law regarding oil and gas production tax provides that gas produced from the Point Thomson Unit that would be used according to 15 AAC 55.151(e) in effect as of the Effective Date, and that would be injected into a reservoir within the Prudhoe Bay Unit in the course of operations of a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project for purposes of repressuring, including enhanced recovery, would be exempt from taxation at the time of its production from the Point Thomson Unit and would be subject to tax only at the time the gas would be ultimately produced for sale from the Prudhoe Bay Unit.

4.16.2 Royalty on Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project Gas. If the WIOs Commit to and complete construction of a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project, then, upon Project Start-up, the State, as authorized by the Point Thomson leases and

applicable State law, will elect, for the period prior to Project Start-up of a Major Gas Sale, to take in-kind the State's royalty share of gas produced from the Point Thomson Unit when produced into the gas pipeline from Point Thomson to Prudhoe Bay referenced in Paragraph 2.21(i). Terms implementing this royalty in kind election are as follows.

4.16.2.1 Definitions. Whenever the following terms are used in this Paragraph 4.16.2, they shall have the meanings set forth in this Paragraph 4.16.2.1. Other capitalized terms shall have the meaning set forth in Paragraph 2 of this Agreement.

(a) "Delivery Point" means: (1) the terminus of the PTU / PBU Gas Pipeline in the Prudhoe Bay Unit ("PBU Delivery Point") if the PTU / PBU Gas Pipeline has been exempted from the requirement of a right-of-way lease under AS 38.35 ("Unregulated PTU / PBU Gas Pipeline"); or (2) the point where Point Thomson gas is produced and first delivered into the PTU / PBU Gas Pipeline ("PTU Delivery Point") if the PTU / PBU Gas Pipeline has not been exempted from the requirement of a right-of-way lease under AS 38.35 ("Regulated PTU / PBU Gas Pipeline").

(b) "Field Costs" means costs incurred by lessee that may be reimbursed or deducted from royalty gas under the Point Thomson leases and other applicable agreements.

(c) "Fuel / Losses" means any fuel consumption or losses associated with transporting gas through the PTU / PBU Gas Pipeline.

(d) "PBU" means the Prudhoe Bay Unit.

(e) "PTU / PBU Gas Pipeline" means the gas pipeline to be constructed for a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project that will begin in the Point Thomson Unit and terminate in the Prudhoe Bay Unit.

(f) "State RIK Gas" means the State's royalty share of gas produced from the Point Thomson Unit into the PTU / PBU Gas Pipeline that is taken by the State in kind, as described in this Paragraph 4.16.2.

(g) "Transportation Costs" means costs for transporting gas through the PTU / PBU Gas Pipeline.

4.16.2.2 General Terms.

(a) If the WIOs Commit to and complete construction of a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project, the State, as authorized by the Point Thomson leases and applicable State law, will elect to take in kind State royalty due when Point Thomson gas is produced into the PTU / PBU Gas Pipeline, with State RIK Gas delivered to the State at the Delivery Point.

(b) The State may take all or any portion of State RIK Gas for sale or other use at the time it is delivered to the Delivery Point.

(c) State RIK Gas not taken for sale or other use by the State at the time it is delivered to the Delivery Point will be injected into the PBU reservoir, where the gas will be used for enhanced liquids recovery.

(d) The State will retain title and risk of material loss on State RIK Gas in the PBU reservoir, but will not be responsible for any costs, payments, or fees, or charged for fuel or other operational losses, associated with use of State RIK Gas in the PBU reservoir.

(e) The State will not charge any costs, payments, or fees, nor require receipt of any other benefit for use of State RIK Gas that is delivered to the Delivery Point and injected into the PBU reservoir, beyond any royalty provided for under applicable PBU leases and other applicable agreements on liquids recovered from the PBU reservoir.

4.16.2.3 Transportation Costs, Field Costs, and Fuel / Losses. Except as interpreted or modified by the terms set forth in this Paragraph 4.16.2, any Transportation Costs, Fuel / Losses and Field Costs associated with State RIK Gas shall be addressed as set forth in the Point Thomson leases and other applicable agreements. The manner in which Transportation Costs, Fuel / Losses and Field Costs are addressed depends on whether the PTU /

PBU Gas Pipeline is a Regulated PTU / PBU Gas Pipeline or an Unregulated PTU / PBU Gas Pipeline at the time the State RIK Gas is produced and delivered into the PTU / PBU Gas Pipeline, recognizing that the status of the PTU / PBU Gas Pipeline may change. In addition, upon Project Start-Up of a Major Gas Sale, the treatment of these costs may change. No interest will be charged on any of the State's accrued Transportation Costs and Fuel / Losses prior to the due date under this Paragraph 4.16.2.

(a) Regulated PTU / PBU Gas Pipeline.

i. The State will pay Transportation Costs and be responsible for Fuel / Losses for State RIK Gas that is delivered to the State at the PTU Delivery Point pursuant to the terms of the approved transportation tariff for the PTU / PBU Gas Pipeline.

1. For State RIK Gas that is delivered to the State at the PTU Delivery Point and not injected into the PBU reservoir, the Transportation Costs will be paid by the State and deductions made for Fuel / Losses at the time of delivery to the State at the PTU Delivery Point.

2. For State RIK Gas that is delivered to the State at the PTU Delivery Point and is then injected into the PBU reservoir for enhanced liquids recovery, the Transportation Costs will accrue and deductions made for Fuel / Losses, but will not be

paid by the State until State RIK Gas is delivered from the PBU reservoir to the State for sale or other use.

ii. For State RIK Gas produced prior to Project Start-up of a Major Gas Sale, the State will not be responsible for Field Costs for State RIK Gas that is delivered to the State at the PTU Delivery Point, regardless of whether the State RIK Gas is injected into the PBU reservoir. For Point Thomson gas produced after Project Start-up of a Major Gas Sale, the State will be responsible for Field Costs to the extent provided under the Point Thomson leases and other applicable agreements.

(b) Unregulated PTU / PBU Gas Pipeline.

i. If costs for the Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project, including the PTU / PBU Gas Pipeline, were entitled to and received deductions and credits under AS 43.55, with substantially the same credits / benefits as exists under AS 43.55 on the Effective Date, then the State will not be responsible for Transportation Costs or Fuel / Losses associated with delivery of State RIK Gas to the State at the PBU Delivery Point prior to Project Start-up of a Major Gas Sale.

ii. If costs for the Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project, including the PTU / PBU Gas Pipeline, were not entitled to or did not receive deductions and

credits under AS 43.55, with substantially the same credits/benefits as exists under AS 43.55 on the Effective Date, then the State will be responsible for Transportation Costs and Fuel / Losses associated with the delivery of State RIK Gas to the State at the PBU Delivery Point.

1. If State RIK Gas is not injected into the PBU reservoir, payment of Transportation Costs and deductions for Fuel / Losses will be due at the time of delivery of State RIK Gas to the State at the PBU Delivery Point.

2. If State RIK Gas is injected into the PBU reservoir, payment of Transportation Costs and deductions for Fuel / Losses will be due from the State when State RIK Gas is delivered from the PBU reservoir to the State for sale or other use.

iii. For State RIK Gas produced prior to Project Start-up of a Major Gas Sale, the State will not be responsible for Field Costs for State RIK Gas that is delivered to the State at the PTU Delivery Point, regardless of whether the State RIK Gas is injected into the PBU reservoir. For Point Thomson gas produced after Project Start-Up of a Major Gas Sale, the State will be responsible for Field Costs to the extent provided under the Point Thomson leases and other applicable agreements.

4.16.2.4 State RIK Gas Allocation Principles.

(a) For State RIK Gas Injected into the PBU reservoir:

i. Each WIO is responsible for delivery to the State and the State will take deliveries of State RIK Gas proportionately from each WIO.

ii. State RIK Gas will be subject to gas balancing agreement procedures that will be developed between the affected parties, including the State.

iii. State RIK Gas injected into the PBU reservoir will be available for delivery to the State from the PBU reservoir at any then-existing PBU facilities, including any facilities installed for a Major Gas Sale, at a location designated by PBU owners.

iv. Delivery of State RIK Gas to the State will not be unreasonably withheld.

v. Deliveries of State RIK Gas from the PBU reservoir may not unreasonably interfere with ongoing PBU operations.

vi. If delivery from the PBU reservoir is constrained at PBU delivery point(s), gas availability will be allocated 75% to PBU gas and 25% to Point Thomson gas. The allocation to Point Thomson gas will remain fixed even if other gas is injected into the PBU reservoir from another reservoir.

(b) Specific Principles Before Project Start-up a Major Gas Sale. If the State is taking delivery of State RIK Gas for sale or other use for delivery into a facility or pipeline connected to the PTU / PBU Gas Pipeline, the State will preferentially take delivery of State RIK Gas that has not been injected into the PBU Reservoir; otherwise, subject to constraints listed above, the State may take delivery of State RIK Gas that has been injected into the PBU reservoir.

(c) Specific Principles After Project Start-up of a Major Gas Sale.

i. For gas produced from Point Thomson after Project Start-up of a Major Gas Sale, the State from time to time may elect to take its royalty share in value or in kind pursuant to the Point Thomson leases, other applicable agreements and applicable State law.

ii. For State RIK Gas that was injected into the PBU reservoir prior to Project Start-up of a Major Gas Sale, the State may take delivery of its State RIK Gas from the PBU reservoir, or may from time to time, by notice consistent with the notice requirements of the Point Thomson leases and other applicable agreements, elect to take payment in-value as follows:

1. Whether the State receives gas or a payment for its share of State RIK Gas produced from the PBU reservoir, the share will be measured in proportion to gas offtake allocated to Point Thomson gas injected into the PBU reservoir, adjusted

for any withdrawal of State RIK Gas and WIO Point Thomson gas prior to Project Start-up of a Major Gas Sale.

2. Whether the State receives gas or a payment for its share of State RIK Gas produced from the PBU reservoir, there will be no deduction for Field Costs, but the deductions for Transportation Costs and Fuel / Losses, as set forth in Paragraph 4.16.2.3, will apply.

3. If the State elects to receive a payment for its share of State RIK Gas that was injected into the PBU reservoir prior to Project Start-up of a Major Gas Sale, payment will be calculated based on the royalty in value basis for Point Thomson gas under the applicable leases, at the time the gas is withdrawn from the PBU reservoir.

5. MISCELLANEOUS PROVISIONS

5.1 Dispute Resolution. The following provisions shall apply to this Agreement:

5.1.1 Until the date set forth in Paragraph 5.1.3.1, with respect to any dispute regarding the Parties' rights and obligations under this Agreement, including any matter that otherwise would be subject to DNR standard administrative processes as set forth in 11 AAC 02.010-02.900, a Party may file an action in the Superior Court of the State of Alaska as set forth in Paragraph 5.5, except for matters set forth in Paragraph 5.1.2 or an Abandonment dispute via arbitration under Paragraph 4.2.3.

Thereafter, DNR standard administrative processes as set forth in 11 AAC 02.010-02.900 shall apply to any dispute regarding the Parties' rights and obligations under this Agreement as provided under the PTUA and applicable State law. Within the application of DNR's administrative processes the Parties do not waive any rights under applicable State law.

5.1.2 Decisions Subject to DNR Standard Administrative Processes.

(a) The following matters shall be subject to DNR standard administrative processes as set forth in 11 AAC 02.010-02.900, including the right of appeal to the Commissioner, the right of appeal to the Superior Court of the State of Alaska, and the right of appeal to the Supreme Court of the State of Alaska.

i. Decisions regarding a technical PA application under Paragraph 4.4.3.

ii. Decisions regarding inclusion of acreage in Area B and Area D in a PA and retention of that acreage in the Point Thomson Unit that are specifically governed by or subject to the PTUA including applicable State law as provided in Paragraphs 4.5.3, 4.5.4, and 4.5.8.

iii. Decisions related to providing PA documentation and tract allocations as provided in Paragraph 4.4.6.

(b) The following matters shall be subject to DNR standard administrative processes as set forth in 11 AAC 02.010-02.900, including the right of

appeal to the Commissioner, but otherwise are Without Appeal, with no right of appeal to the Superior Court of the State of Alaska or to the Supreme Court of the State of Alaska. Any DNR decision that is Without Appeal shall not have any precedential effect in any other matter, case, or dispute.

i. Decisions regarding the Brookian POD as provided in Paragraph 4.7.

ii. Decisions associated with an alternative POD as provided in Paragraph 4.5.2.2.

iii. Decisions associated with a royalty application as provided in Paragraph 4.8.2.

iv. Decisions associated with a Plan of Operations for leases as provided in Paragraph 4.5.2.3.

5.1.3 The Parties agree that this Agreement is a contract between the Parties. Subject to Paragraph 5.1.3.2, DNR standard administrative processes as set forth in 11 AAC 02.010-02.900 shall include the right of any WIO to appeal a DNR decision or other action to the Superior Court of the State of Alaska, and the right to appeal any judgment of the Superior Court to the Supreme Court of the State of Alaska. Application of DNR standard administrative processes does not provide any right or basis for the State to alter the terms of this Agreement. DNR discretion and the authority to take action or make a decision regarding Point Thomson may only be

exercised by DNR in a manner that, consistent with Paragraph 5.7, does not conflict with the terms of this Agreement.

5.1.3.1 The date for application of DNR standard administrative processes as set forth in 11 AAC 02.010-02.900 and as provided in Paragraph 5.1.1 shall be the later of the following:

(1) year-end 2019, if IPS Project Start-up occurs or a Major Gas Sale is Sanctioned before year-end 2019;

(2) the date of IPS Project Start-up, if the date of IPS Project Start-up occurs after year-end 2019 due to force majeure under Paragraph 4.14; however, not later than year-end 2024, which date is fixed and not subject to adjustment even if IPS Project Start-up has not occurred by year-end 2024.

5.1.3.2 Paragraph 5.1.1 does not apply to DNR decisions referenced in Paragraph 5.1.2(b).

5.1.4 Any Party may dispute whether a specified event has occurred that pursuant to the terms of this Agreement would result in termination of the Point Thomson Unit Without Appeal or release of acreage Without Appeal under Paragraphs 4.2.2, 4.5.2.1, 4.5.3, or 4.5.4, with the dispute handled in accordance with Paragraph 5.1. In the event of such dispute, termination of the Point Thomson Unit Without Appeal or the release of acreage Without Appeal shall not be required until there has been a final judicial determination as to the occurrence of the specified event, or upon an Abandonment determination via arbitration under Paragraph 4.2.3.

This Paragraph 5.1.4 does not apply to DNR decisions referenced in Paragraph 5.1.2(b).

5.1.5 Any dispute that would be subject to the terms of the PTUA shall be determined in accordance with the PTUA including applicable State law.

5.2 No Admission. This Agreement does not constitute and shall not be deemed to be an admission by any Party about the merits, validity, or accuracy of any of the allegations, claims, or defenses of any Party.

5.3 Entire Agreement. This Agreement, including all exhibits attached hereto or referenced herein (all of which are hereby incorporated herein by this reference), represents the complete agreement of the Parties. This Agreement may not be modified, amended, or changed except by written instrument signed by each Party.

5.4 Term of Agreement. Unless earlier terminated in accordance with the provisions hereof, this Agreement shall remain in full force and effect until all obligations have been performed and all rights satisfied.

5.5 Enforcement. No Party shall contest: (a) the validity of this Agreement; (b) subject to Paragraph 5.1, the jurisdiction of the Superior Court of the State of Alaska to enforce this Agreement and its terms or the right of any Party to file an action in the Superior Court of the State of Alaska for enforcement of any of the terms of this Agreement or to enforce an arbitration decision; or (c) the authority of DNR to issue decisions as provided for in Paragraphs 5.1.1, 5.1.2, and 5.1.3.

5.6 Waiver. The failure by any Party at any time to require performance by any other Party or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance or to claim a breach with respect thereto.

5.7 Further Assurances. In proceedings before the Alaska Oil and Gas Conservation Commission regarding approvals related to the IPS Project, a Point Thomson Expansion Project, or a Point Thomson project related to a Major Gas Sale, the DNR agrees it will not oppose any such application submitted that is consistent with the terms of this Agreement and applicable State law.

5.8 Validity. The Commissioner has determined that entry into this Agreement and the individual terms and conditions set forth herein are necessary or advisable to protect the public interest, including a determination that the taking in kind of royalty as provided in Paragraph 4.16.2 will be in the best interests of the State. If any provision of this Agreement shall be held to be invalid or unenforceable, such provisions shall not affect in any respect the validity or enforceability of the remainder of this Agreement unless the invalidity materially affects the ability of any Party to perform as contemplated hereunder.

5.9 Order of Precedence. While the exhibits are an integral part of this Agreement, in the event any exhibit conflicts with a provision in the body of this Agreement, the provision in the body of this Agreement shall control, unless that provision of the exhibit expressly states that it supersedes a specifically identified section in the body of

this Agreement, in which case the specifically identified section shall be superseded only with respect to the specific provision of the exhibit.

5.10 Effect of Headings. The headings and subheadings of the sections and paragraphs of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the terms, covenants, and conditions of this Agreement in any manner.

5.11 Construction. The Parties agree that this Agreement was fully negotiated by the Parties and, therefore, no provision of this Agreement shall be interpreted against any Party because that Party or its legal representative drafted the provision.

5.12 Counterparts and Facsimile Signature. This Agreement may be executed in counterparts and each shall be deemed an original. This Agreement may also be executed by facsimile signature.

5.13 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Alaska without regard to its choice of law or conflict of law provisions.

5.14 Venue. The Parties agree that any action arising out of or relating to this Agreement shall be brought only in a court of competent jurisdiction in the State of Alaska, with the understanding that the State of Alaska does not waive any right to object to federal court jurisdiction, including its rights under the 11th Amendment of the United States Constitution, nor does the State of Alaska agree to waive sovereign immunity.

5.15 Authority to Sign. Each undersigned representative of a Party to this Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Party to this Agreement.

AGREED, UNDERSTOOD, AND CONSENTED TO:

STATE OF ALASKA

ATTORNEY GENERAL
STATE OF ALASKA

Date _____ _____
Michael C. Geraghty

COMMISSIONER OF DEPARTMENT OF
NATURAL RESOURCES
STATE OF ALASKA

Date _____ _____
Daniel S. Sullivan

AGREED, UNDERSTOOD, AND CONSENTED TO:

STATE OF ALASKA

ATTORNEY GENERAL
STATE OF ALASKA

Date 3.28.12

Michael C. Geraghty

COMMISSIONER OF DEPARTMENT OF NATURAL RESOURCES
STATE OF ALASKA

Date 3/29/12

Daniel S. Sullivan

OWNER GROUP

EXXON MOBIL CORPORATION,
Unit Operator and Working Interest Owner

Date _____ _____
Randy L. Broiles

EXXONMOBIL OIL CORPORATION

Date _____ _____
Randy L. Broiles

BP EXPLORATION (ALASKA) INC.

Date _____ _____
John C. Minge

EXXON MOBIL CORPORATION,
as successor in interest to
CHEVRON U.S.A., INC.

Date _____ _____
Randy L. Broiles

CONOCOPHILLIPS ALASKA, INC.

Date _____ _____
Trond-Erik Johansen

LEEDE OPERATING COMPANY, L.L.C.

Date _____ _____
John G. Leede, Manager

OWNER GROUP

EXXON MOBIL CORPORATION,
Unit Operator and Working Interest Owner

Date 29 MAR 12

Randy L. Broiles

EXXONMOBIL OIL CORPORATION

Date 29 MAR 12

Randy L. Broiles

BP EXPLORATION (ALASKA) INC.

Date _____

John C. Minge

EXXON MOBIL CORPORATION,
as successor in interest to
CHEVRON U.S.A., INC.

Date 29 MAR 12

Randy L. Broiles

CONOCOPHILLIPS ALASKA, INC.

Date _____

Trond-Erik Johansen

LEEDE OPERATING COMPANY, L.L.C.

Date _____

John G. Leede, Manager

OWNER GROUP

EXXON MOBIL CORPORATION,
Unit Operator and Working Interest Owner

Date _____ _____
Randy L. Broiles

EXXONMOBIL OIL CORPORATION

Date _____ _____
Randy L. Broiles

BP EXPLORATION (ALASKA) INC.

Date March 29, 2012 _____
John C. Minge

EXXON MOBIL CORPORATION,
as successor in interest to
CHEVRON U.S.A., INC.

Date _____ _____
Randy L. Broiles

CONOCOPHILLIPS ALASKA, INC.

Date _____ _____
Trond-Erik Johansen

LEEDE OPERATING COMPANY, L.L.C.

Date _____ _____
John G. Leede, Manager

OWNER GROUP

EXXON MOBIL CORPORATION,
Unit Operator and Working Interest Owner

Date _____ _____
Randy L. Broiles

EXXONMOBIL OIL CORPORATION

Date _____ _____
Randy L. Broiles

BP EXPLORATION (ALASKA) INC.

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EXXON MOBIL CORPORATION,
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Date _____ _____
Randy L. Broiles

CONOCOPHILLIPS ALASKA, INC.

Date 29 March 2012 _____
Trond-Erik Johansen

LEEDE OPERATING COMPANY, L.L.C.

Date _____ _____
John G. Leede, Manager

OWNER GROUP

EXXON MOBIL CORPORATION,
Unit Operator and Working Interest Owner

Date _____ _____
Randy L. Broiles

EXXONMOBIL OIL CORPORATION

Date _____ _____
Randy L. Broiles

BP EXPLORATION (ALASKA) INC.

Date _____ _____
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EXXON MOBIL CORPORATION,
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CHEVRON U.S.A., INC.

Date _____ _____
Randy L. Broiles

CONOCOPHILLIPS ALASKA, INC.

Date _____ _____
Trond-Erik Johansen

LEEDE OPERATING COMPANY, L.L.C.

Date March 29, 2012 John G. Leede
John G. Leede, Manager

EXHIBIT A
Point Thomson Unit

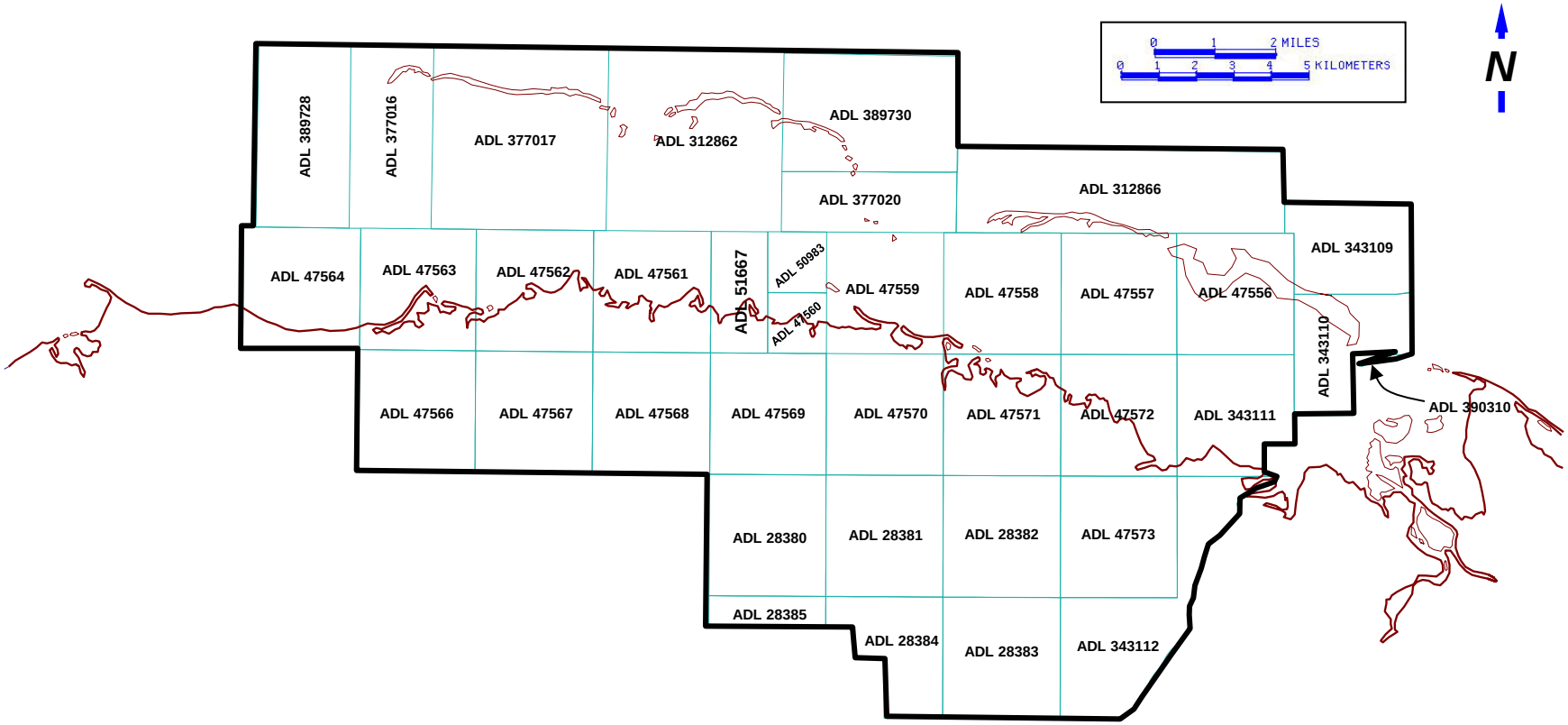


Exhibit B
Point Thomson Unit

New Tract No.	Original Tract No.	Description	Acres	ADL No.	Base Royalty % / NPS %	Lessee(s) of Record	Overriding Royalty Ownership Owner	Overriding Royalty Ownership Percent	Working Interest Ownership Owner	Working Interest Ownership Percent	Working Interest Ownership Description
1	1	T10N-R24E, UM	2,523.00	47557	12½/None	Mobil	None		Mobil	50.0000000%	All
		Secs. 29, 30, 31, and 32				BP			BP	50.0000000%	All
2	2	T10N-R23E, UM	2,560.00	47558	12½/None	Mobil	None		Mobil	50.0000000%	Secs. 25 and 36
		Secs. 25, 26, 35, and 36				BP				25.0000000%	Secs. 26 and 35
						ExxonMobil			BP	50.0000000%	Secs. 25 and 36
										25.0000000%	Secs. 26 and 35
									ExxonMobil	50.0000000%	Secs. 26 and 35
3	3	T10N-R23E, UM	2,560.00	47559	12½/None	ExxonMobil	None		ExxonMobil	100.0000000%	All
		Secs. 27, 28, 33, and 34									
4	4	T10N-R23E, UM	640.00	47560	12½/None	ExxonMobil	Subject to Simasko Farm		ExxonMobil	50.0000000%	All
		Sec. 32				COP	Out provisions and		COP	20.1951200%	All
						Leede	subsequent Assignment		Leede	10.0975600%	All
						Pacific	of interest to ExxonMobil		Pacific	5.0000000%	All
						Donnelly, G.			Donnelly, G.	0.5048780%	All
						Hughes			Hughes	3.6000000%	All
						Chap-KDL, Ltd.			Chap-KDL, Ltd.	2.2719500%	All
						Leede and Pine			Leede and Pine	2.0195150%	All
						McConnell			McConnell	1.5146350%	All
						Searls, Jr.			Searls, Jr.	1.1359750%	All
						Donnelly, R.			Donnelly, R.	0.7573180%	All
						Holbrook			Holbrook	0.7573180%	All
						O'Neill			O'Neill	0.5048780%	All
						Donnelly, R.R.			Donnelly, R.R.	0.5048780%	All
						Peery, J.W.			Peery, J.W.	1.1359750%	All
5	5	T10N-R22E, UM	2,560.00	47561	12½/None	ExxonMobil	None		ExxonMobil	75.0000000%	All
		Secs. 25, 26, 35, and 36				Chevron			Chevron	11.0000000%	All
						BP			BP	14.0000000%	All
6	6	T10N-R22E, UM	2,560.00	47562	12½/None	ExxonMobil	Robert Meek	0.50000%	ExxonMobil	71.5315773%	All
		Secs. 27, 28, 33, and 34				Devon	Sabine Royalty	0.08313%	Devon	10.0000000%	All
						Mobil	Marvin D. Mangus	0.02771%	Mobil	9.5000000%	All
						Forest	Janet D. Fackler	0.02771%	Forest	5.2473820%	All
						Trans World	Nadene Pettijohn	0.02771%	Trans World	1.3289431%	All
						Two Four Six	Donnell O. Wells	0.00354%	Two Four Six	1.3289431%	All
						SNG	Hilltop Community Church	0.00236%	SNG	0.5315773%	All
						Sunlite	Peter J. Farrelly	0.00236%	Sunlite	0.5315773%	All
							Little Sisters of the Poor	0.00236%			
7	7	T10N-R22E, UM	2,523.00	47563	12½/None	ExxonMobil	None		ExxonMobil	50.0000000%	All
		Secs. 29, 30, 31, and 32				Mobil			Mobil	25.0000000%	All
						BP			BP	25.0000000%	All

New Tract No.	Original Tract No.	Description	Acres	ADL No.	Base Royalty % / NPS %	Lessee(s) of Record	Overriding Royalty Ownership Owner	Overriding Royalty Ownership Percent	Working Interest Ownership Owner	Working Interest Ownership Percent	Working Interest Ownership Description
8	8	T10N-R21E, UM	2,560.00	47564	12½/None	ExxonMobil	None		ExxonMobil	50.0000000%	All
		Secs. 25, 26, 35, and 36				Mobil			Mobil	25.0000000%	All
						BP			BP	25.0000000%	All
9	9	Contracted out of PTU									
10	10	T9N-R22E, UM	2,533.00	47566	12½/None	ExxonMobil	None		ExxonMobil	50.0000000%	All
		Secs. 5, 6, 7, and 8				Mobil			Mobil	25.0000000%	All
						BP			BP	25.0000000%	All
11	11	T9N-R22E, UM	2,560.00	47567	12½/None	ExxonMobil	Robert Meek	0.50000%	ExxonMobil	71.5315773%	All
		Secs. 3, 4, 9, and 10				Devon	Sabine Royalty	0.08313%	Devon	10.0000000%	All
						Mobil	Marvin D. Mangus	0.02771%	Mobil	9.5000000%	All
						Forest	Janet D. Fackler	0.02771%	Forest	5.2473820%	All
						Trans World	Nadene Pettijohn	0.02771%	Trans World	1.3289431%	All
						Two Four Six	Donnell O. Wells	0.00354%	Two Four Six	1.3289431%	All
						SNG	Hilltop Community Church	0.00236%	SNG	0.5315773%	All
						Sunlite	Peter J. Farrelly	0.00236%	Sunlite	0.5315773%	All
							Little Sisters of the Poor	0.00236%			
							Subject to Simasko Farm Out Agreement providing for assignment to ExxonMobil				
12	12	T9N-R22E, UM	2,560.00	47568	12½/None	Chevron	ASRC - Secs 1 and 2	0.50000%	Chevron	44.0000000%	Secs. 1 and 2
		Secs. 1, 2, 11, and 12				BP	ASRC - Secs 11 and 12	0.25000%		22.0000000%	Secs. 11 and 12
						ExxonMobil			BP	56.0000000%	Secs. 1 and 2
										28.0000000%	Secs. 11 and 12
									ExxonMobil	50.0000000%	Secs, 11 and 12
13	13	T9N-R23E, UM	2,533.00	47569	12½/None	Chevron	ASRC - Secs 5, 6 and 8	0.25000%	Chevron	22.0000000%	Secs. 5, 6, and 8
		Secs. 5, 6, 7, and 8				BP	ASRC - Sec. 7	0.08333%		7.3333300%	Sec. 7
						Mobil			BP	28.0000000%	Secs. 5, 6, and 8
						ExxonMobil				26.0000000%	Sec. 7
									Mobil	16.6666700%	Sec. 7
									ExxonMobil	50.0000000%	Secs. 5, 6, 7, and 8
14	14	T9N-R23E, UM	2,560.00	47570	12½/None	Chevron	ASRC	0.25000%	Chevron	22.0000000%	All
		Secs. 3, 4, 9, and 10				BP			BP	28.0000000%	All
						ExxonMobil			ExxonMobil	50.0000000%	All
15	15	T9N-R23E, UM	2,560.00	47571	12½/None	Chevron	ASRC	0.50000%	Chevron	44.0000000%	All
		Secs. 1, 2, 11, and 12				BP			BP	56.0000000%	All
16	16	T9N-R24E, UM	2,533.00	47572	12½/None	Chevron	ASRC - Secs 5, and 8	0.20000%	Chevron	17.6000000%	Sec. 5 and 8
		Secs. 5, 6, 7, and 8				BP	ASRC - Secs. 6 and 7	0.50000%		44.0000000%	Sec. 6 and 7
						Mobil			BP	52.4000000%	Sec. 5 and 8
										56.0000000%	Sec. 6 and 7
									Mobil	30.0000000%	Sec. 5 and 8

New Tract No.	Original Tract No.	Description	Acres	ADL No.	Base Royalty % / NPS %	Lessee(s) of Record	Overriding Royalty Ownership Owner	Overriding Royalty Ownership Percent	Working Interest Ownership Owner	Working Interest Ownership Percent	Working Interest Ownership Description
17	17	T10N-R23E, UM	640.00	50983	12½/None	ExxonMobil	Subject to a 1/3 net profits		ExxonMobil	66.6700000%	All
		Sec. 29				BP	interest to: Leede; Leede and		BP	33.3300000%	All
							Pine; Phillips; BP; ExxonMobil;				
							Chevron; Donnelly; Chaparral;				
							Searls, Jr.; Hughes; Pacific;				
							Searls, Jeanne; Searls, J.P.;				
							Neidert, L.L.S.; Collier, S.J.S.				
18	18	T10N-R23E, UM	1,243.00	51667	12½/None	ExxonMobil	Conoco Phillips; Leede; Leede	6.25000%	ExxonMobil	50.0000000%	All
		Secs. 30 and 31				Mobil	and Pine; Donnelly; Hughes;		Mobil	16.6670000%	All
						BP	Chaparral; Searls, Jr.;		BP	25.9997400%	All
						Chevron	Peery; Pacific; Searls, Jeanne;		Chevron	7.3332600%	All
							Searls, J.P.; Neidert, L.L.S.;				
							Collier, S.J.S.				
							ASRC	0.083328%			
19	19	T9N-R23E, UM	2,544.00	28380	12½/None	Mobil	None		Mobil	54.0464100%	Sec. 19
		Secs. 17, 18, 19, and 20				Chevron				50.0000000%	Sec. 20
						ExxonMobil				33.3333350%	Sec. 17 and 18
						BP			Chevron	14.6666700%	Sec. 17 and 18
						Woodbine				3.2703880%	Sec. 19
									ExxonMobil	12.6742800%	Sec. 19
									BP	51.9999950%	Sec. 17 and 18
										29.9997220%	Sec. 19
										50.0000000%	Sec. 20
									Woodbine	0.0092000%	Sec. 19
20	20	T9N-R23E, UM	2,560.00	28381	12½/None	Chevron	None		Chevron	22.0000000%	All
		Secs. 15, 16, 21, and 22				BP			BP	28.0000000%	All
						ExxonMobil			ExxonMobil	50.0000000%	All
21	21	T9N-R23E, UM	2,560.00	28382	12½/None	ExxonMobil	None		ExxonMobil	50.0000000%	All
		Secs. 13, 14, 23, and 24				Chevron			Chevron	22.0000000%	All
						BP			BP	28.0000000%	All
22	22	T9N-R23E, UM	2,560.00	28383	12½/None	ExxonMobil	None		ExxonMobil	50.0000000%	All
		Secs. 25, 26, 35, and 36				Chevron			Chevron	22.0000000%	All
						BP			BP	28.0000000%	All
23	23	T9N-R23E, UM	1,760.00	28384	12½/None	Mobil	None		Mobil	54.0464100%	All
		Sec. 27,				ExxonMobil			ExxonMobil	12.6742800%	All
		Sec. 28: N/2 and SE/4,				Chevron			Chevron	3.2703880%	All
		Sec. 34				BP			BP	29.9997220%	All
						Woodbine			Woodbine	0.0092000%	All
24	24	T9N-R23E, UM	637.00	28385	12½/None	Mobil	None		Mobil	54.0464100%	All
		Sec. 29: N/2				ExxonMobil			ExxonMobil	12.6742800%	All
		Sec. 30: N/2				Chevron			Chevron	3.2703880%	All
						BP			BP	29.9997220%	All
						Woodbine			Woodbine	0.0092000%	All

New Tract No.	Original Tract No.	Description	Acres	ADL No.	Base Royalty % / NPS %	Lessee(s) of Record	Overriding Royalty Ownership Owner	Overriding Royalty Ownership Percent	Working Interest Ownership Owner	Working Interest Ownership Percent	Working Interest Ownership Description
25	25	T10N-R24E, UM Secs. 27, 28, 33, and 34	2,560.00	47556	12½/None	ExxonMobil	None		ExxonMobil	100.0000000%	All
26	26	T9N-R24E, UM Secs. 17, 18, 19, and 20	2,544.00	47573	12½/None	Mobil BP	None		Mobil BP	50.0000000% 50.0000000%	All All
27	27	T10N-R22&23E, UM TRACT C30-110 (BF-110): A PORTION OF BLOCKS 753 AND 797 AS SHOWN ON THE "LEASING AND NOMINATION MAP" FOR THE FEDERAL/STATE BEAUFORT SEA OIL AND GAS LEASE SALE, DATED 1/30/79, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THOSE LANDS LOCATED IN THE S1/2 OF BLOCK 753, BEING A PORTION OF BLOCK 753 ON THE AFORESAID LEASING AND NOMINATION MAP, CONTAINING 1152.00HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 23 AND 24, T10N, R22E; U.M., AK., AND LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 19 AND 20, T10N, R23E; U.M., AK., IN BLOCK 797 (BEING THE NORTHERLY PORTION) LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL O.C.S. BLOCK DIAGRAM" APPROVED 10/4/79, CONTAINING 1133.95 HECTARES.	5,648.68	312862	Sliding Scale 20-65/None	ExxonMobil	None		ExxonMobil	100.0000000%	All
28	28	T10N-R23&24E, UM TRACT C30-114 (BF-114): A PORTION OF BLOCKS 799 AND 800 AS SHOWN ONTHE "LEASING AND NOMINATION MAP" FOR THE FEDERAL/STATE BEAUFORT SEA OIL AND GAS LEASE SALE, DATED 1/30/79, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 23 AND 24, T10N, R23E; U.M., AK., AND LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 19 AND 20, T10N, R24E; U.M., AK., IN BLOCK 799 (BEING THE NORTHERLY PORTION) LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL O.C.S. BLOCK DIAGRAM" APPROVED 10/4/79, CONTAINING 1081.11 HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 20, 21, AND 22, T10N, R24E; U.M., AK., AND LYING WESTERLY OF 146 DEGREES 00'00" WEST LONGITUDE IN BLOCK 800 LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL O.C.S. BLOCK DIAGRAM" APPROVED 10/4/79,CONTAINING 916.21 HECTARES.	4,935.47	312866	20/52.352	ExxonMobil	None		ExxonMobil	100.0000000%	All
29	29	T10N-R24E, UM Sec 22: S/2 All lying easterly of 146°00'00" west Sec. 23: S/2; Sec. 24: S/2; Secs. 25 and 26	1,970.16	343109	12½/40	ExxonMobil BP Chevron	None		ExxonMobil BP Chevron	50.0000000% 28.0000000% 22.0000000%	All All All
30	30	T10N-R24E, UM Secs. 35 and 36 T9N-R24E, UM Sec. 2	1,920.00	343110	12½/40	Mobil BP	None		Mobil BP	50.0000000% 50.0000000%	All All
31	31	T9N-R24E, UM Secs. 3, 4, and 9 Sec. 10: N/2 and SW/4	2,400.00	343111	12½/40	BP Chevron	ASRC	0.50000%	BP Chevron	56.0000000% 44.0000000%	All All

New Tract No.	Original Tract No.	Description	Acres	ADL No.	Base Royalty % / NPS %	Lessee(s) of Record	Overriding Royalty Ownership Owner	Overriding Royalty Ownership Percent	Working Interest Ownership Owner	Working Interest Ownership Percent	Working Interest Ownership Description
32	32	T9N-R24E, UM Secs. 30 and 31 All, excluding ANWR, of Secs. 15,16,21,28,29,and 32	3,446.00	343112	12½/40	Chevron BP	None		Chevron BP	44.0000000% 56.0000000%	
34	34	T10N-R21E, UM T10N-R22E, UM That portion of Tract 65-016, "TRACT 65-016 ENCOMPASSES ALL THOSE LANDS IN THE S1/2 OF BLOCK 751, OCS OFFICIAL PROTRACTION DIAGRAM NR 6-4 APPROVED 4/29/75, CONTAINING 1152.00 HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 23 AND 24, T. 10N., R. 21E., UMIAT MERIDIAN, ALASKA AND LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 19 AND 20, T. 10N., R. 22E., UMIAT MERIDIAN, ALASKA IN BLOCK 795 (BEING THE NORTHERLY PORTION) LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL OCS BLOCK DIAGRAM" APPROVED 10/4/79, CONTAINING 1167.58 HECTARES." lying within T. 10 N., R. 22 E., U.M., Alaska, and the E1/2E1/2 of Sections 1, 12, 13 and 24, T. 10 N., R. 21 E., U.M., Alaska.	2,779.16	377016	20.0 / None	BP COP	None		BP COP	50.0000000% 50.0000000%	All
35	35	T10N-R22E, UM T. 10N., R. 22E., UMIAT MERIDIAN, ALASKA TRACT 65-017 IS A PORTION OF OCS BLOCKS 752 AND 796 AS SHOWN ON THE "LEASING AND NOMINATION MAP" FOR THE FEDERAL/STATE BEAUFORT SEA OIL AND GAS LEASE SALE, DATED 1/30/79, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: TRACT 65-017 ENCOMPASSES ALL THOSE LANDS IN THE S1/2 OF BLOCK 752, OCS OFFICIAL PROTRACTION DIAGRAM NR 6-4 APPROVED 4/29/75, CONTAINING 1152 HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 20, 21, 22 AND 23, T. 10N., R. 22E., UMIAT MERIDIAN, ALASKA IN BLOCK 796 (BEING THE NORTHERLY PORTION) LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL OCS BLOCK DIAGRAM" APPROVED 10/4/79, CONTAINING 1153.17 HECTARES. THIS TRACT CONTAINS 5696.18 ACRES MORE OR LESS (2305.17 HECTARES MORE OR LESS).	5,696.18	377017	20.0 / None	ExxonMobil BP Chevron	None		ExxonMobil BP Chevron	66.6667000% 18.6666480% 14.6666520%	All
33	37	T10N-R23E, UM That portion of Tract 65-020, "TRACT 65-020 ENCOMPASSES ALL THOSE LANDS IN THE S1/2 OF BLOCK 754 OCS OFFICIAL PROTRACTION DIAGRAM NR 6-4 APPROVED 4/29/79, CONTAINING 1152 HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 20, 21, 22 AND 23, T. 10N., R. 23E., UMIAT MERIDIAN, ALASKA IN BLOCK 798 (BEING IN THE NORTHERLY PORTION), LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL OCS BLOCK DIAGRAM" APPROVED 10/4/79, CONTAINING 1109.94 HECTARES." lying southerly of Sections 14, 15, 16 and 17, T. 10 N., R. 23 E., U.M., Alaska in OCS Block 798.	1,909.74	377020	20.0 / None	ExxonMobil BP Chevron	None		ExxonMobil BP Chevron	66.6667000% 18.6666480% 14.6666520%	All

New Tract No.	Original Tract No.	Description	Acres	ADL No.	Base Royalty % / NPS %	Lessee(s) of Record	Overriding Royalty Ownership Owner	Overriding Royalty Ownership Percent	Working Interest Ownership Owner	Working Interest Ownership Percent	Working Interest Ownership Description
36	46	T10N-R21E, UM That portion of Tract 65-016, "TRACT 65-016 ENCOMPASSES ALL THOSE LANDS IN THE S1/2 OF BLOCK 751, OCS OFFICIAL PROTRACTION DIAGRAM NR 6-4 APPROVED 4/29/75, CONTAINING 1152.00 HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 23 AND 24, T. 10N., R. 21E., UMIAT MERIDIAN, ALASKA AND LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 19 AND 20, T. 10N., R. 22E., UMIAT MERIDIAN, ALASKA IN BLOCK 795 (BEING THE NORTHERLY PORTION) LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL OCS BLOCK DIAGRAM" APPROVED 10/4/79, CONTAINING 1167.58 HECTARES." lying within T. 10 N., R. 21 E., U.M., Alaska, excluding the E1/2E1/2 of Sections 1, 12, 13 and 24.	2,952.62	389728	16.6667 / None	BP COP	None		BP COP	50.0000000% 50.0000000%	All
37	47	T10N-R23E, UM That portion of Tract 65-020, "TRACT 65-020 ENCOMPASSES ALL THOSE LANDS IN THE S1/2 OF BLOCK 754 OCS OFFICIAL PROTRACTION DIAGRAM NR 6-4 APPROVED 4/29/79, CONTAINING 1152 HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 20, 21, 22 AND 23, T. 10N., R. 23E., UMIAT MERIDIAN, ALASKA IN BLOCK 798 (BEING IN THE NORTHERLY PORTION), LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL OCS BLOCK DIAGRAM" APPROVED 10/4/79, CONTAINING 1109.94 HECTARES." lying in the S1/2 of OCS Block 754, and lying northerly of Sections 20, 21, 22 and 23, T. 10 N., R. 23 E., U.M., Alaska in OCS Block 798.	3,684.31	389730	20.0 / None	ExxonMobil BP Chevron	None		ExxonMobil BP Chevron	66.6667000% 18.6666480% 14.6666520%	All
38	48	T9N-R24E, UM Sec. 1, ALL TIDE AND SUBMERGED LAND, EXCLUDING STATE OF ALASKA OIL AND GAS LEASE ADL 372256 AND THE ARCTIC NATIONAL WILDLIFE REFUGE, 15.80 ACRES	15.80	390310	20.0 / None	ExxonMobil BP Chevron COP	None		ExxonMobil BP Chevron COP	37.2750000% 32.3260000% 25.3990000% 5.0000000%	All
		Total	**93,291.12**								

New Tract No.	Original Tract No.	Description	Acres	ADL No.	Base Royalty % / NPS %	Lessee(s) of Record	Overriding Royalty Ownership		Working Interest Ownership		
							Owner	Percent	Owner	Percent	Description

Notes

BP	means	BP Exploration (Alaska) Inc.
Chap-KDL, Ltd.	"	Chap-KDL, Ltd.
Chevron	"	Chevron USA Inc.
COP	"	ConocoPhillips Alaska Inc.
Devon	"	Devon Energy Corporation
Donnelly, R.	"	Richard Donnelly
Donnelly, R.R.	"	The Robert R. Donnelly 1991 Irrevocable Trust
Donnelly, G.	"	The George A. Donnelly III 1991 Irrevocable Trust
ExxonMobil	"	Exxon Mobil Corporation
Forest	"	Forest Oil Corporation
Holbrook		Mary Lou Holbrook (The Eastland Oil Company)
Hughes	"	Kingdon R. Hughes Family Partnership
Leede	"	Edward H. Leede
Leede and Pine	"	Leede and Pine, a Partnership
McConnell		Peggy D. McConnell (Eastland Property and Minerals)
Mobil	"	ExxonMobil Oil Corporation
O'Neill	"	Jan Donnelly O'Neill, Irrevocable
Pacific	"	Pacific Lighting Gas Development Company
Peery, J. W.	"	Estate of John W. Peery (Susan Jean Searls Collier, Linda Lou Searls Neidert, Jean Alice Searls and John Peery Searls)
SNG	"	Samson Resources Company (SNG Prod. Co.)
Searls, Jr.	"	Robert Searls, Jr. Testamentary Trust (Collier / Searls)
Sunlite	"	Sunlite International Inc.
Trans World	"	Trans World Oil and Gas Ltd.
Two Four Six	"	Two Four Six Exploration, Inc. (United Oil & Minerals Limited Parnership)
Woodbine	"	Woodbine Petroleum, Inc. (a subsidiary of Sunlite International Inc.)

Exhibit C
Point Thomson Unit

Area A - Initial Participating Area

Tract No.	ADL No.	Description	Acres	Initial PA Tract Allocation	Area A + B Tract Allocation	Unit Tract Allocation
1	47557	T10N-R24E, UM Sec. 31, All, 623 acres	623.00			
2	47558	T10N-R23E, UM Sec. 25, All, 640 acres Sec. 26, All, 640 acres Sec. 35, All, 640 acres Sec. 36, All, 640 acres	2,560.00			
3	47559	T10N-R23E, UM Ses. 27, All, 640 acres Sec. 28, All, 640 acres Sec. 33, All, 640 acres Sec. 34, All, 640 acres	2,560.00			
4	47560	T10N-R23E, UM Sec. 32, All, 640 acres	640.00			
14	47570	T9N-R23E, UM Ses. 3, All, 640 acres Sec. 4, All, 640 acres Sec. 9, All, 640 acres Sec. 10, All, 640 acres	2,560.00			
15	47571	T9N-R23E, UM Sec. 1, All, 640 acres Sec. 2, All, 640 acres Sec. 11, All, 640 acres Sec. 12, All, 640 acres	2,560.00			
16	47572	T9N-R24E, UM Sec. 6, All, 625 acres Sec. 7, All, 628 acres	1,253.00			
17	50983	T10N-R23E, UM Sec. 29, All, 640 acres	640.00			
33 (37)	377020	T10N-R23E, UM That portion of Tract 65-020, "TRACT 65-020 ENCOMPASSES ALL THOSE LANDS IN THE S1/2 OF BLOCK 754 OCS OFFICIAL PROTRACTION DIAGRAM NR 6-4 APPROVED 4/29/79, CONTAINING 1152 HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 20, 21, 22 AND 23, T. 10N., R. 23E., UMIAT MERIDIAN, ALASKA IN BLOCK 798 (BEING IN THE NORTHERLY PORTION), LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL OCS BLOCK DIAGRAM" APPROVED 10/4/79, CONTAINING 1109.94 HECTARES." lying southerly of Sections 14, 15, 16 and 17, T. 10 N., R. 23 E., U.M., Alaska in OCS Block 798.	1,909.74			
		Area A Acreage	**15,305.74**			

Exhibit C

Area B - West Pad Area

Tract No.	ADL No.	Description	Acres	Area A + B Tract Allocation	Unit Tract Allocation
5	47561	T10N-R22E, UM Sec. 25, All, 640 acres Sec. 26, All, 640 acres Sec. 35, All, 640 acres Sec. 36, All, 640 acres	2,560.00		
18	51667	T10N-R23E, UM Sec. 30, All, 620 acres Sec. 31, All, 623 acres	1,243.00		
27	312862	T10N-R22&23E, UM TRACT C30-110 (BF-110): A PORTION OF BLOCKS 753 AND 797 AS SHOWN ON THE "LEASING AND NOMINATION MAP" FOR THE FEDERAL/STATE BEAUFORT SEA OIL AND GAS LEASE SALE, DATED 1/30/79, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THOSE LANDS LOCATED IN THE S1/2 OF BLOCK 753, BEING A PORTION OF BLOCK 753 ON THE AFORESAID LEASING AND NOMINATION MAP, CONTAINING 1152.00 HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 23 AND 24, T10N, R22E; U.M., AK., AND LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 19 AND 20, T10N, R23E; U.M., AK., IN BLOCK 797 (BEING THE NORTHERLY PORTION) LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL O.C.S. BLOCK DIAGRAM" APPROVED 10/4/79, CONTAINING 1133.95 HECTARES, LESS AND EXCEPT THE NORTH HALF OF THE AFOREMENTIONED TRACT.	2,824.34		
		Area B Acreage	**6,627.34**		
		Area A + B Acreage	**21,933.08**		

Exhibit C

Area D

Tract No.	ADL No.	Description	Acres	Unit Tract Allocation
1	47557	T10N-R24E, UM Sec. 29, All, 640 acres Sec. 30, All, 620 acres Sec. 32, All, 640 acres	1,900.00	
6	47562	T10N-R22E, UM Sec. 27, All, 640 acres Sec. 28, All, 640 acres Sec. 33, All, 640 acres Sec. 34, All, 640 acres	2,560.00	
11	47567	T9N-R22E, UM Ses. 3, All, 640 acres Sec. 4, All, 640 acres	1,280.00	
12	47568	T9N-R22E, UM Sec. 1, All, 640 acres Sec. 2, All, 640 acres	1,280.00	
13	47569	T9N-R23E, UM Sec. 5, All, 640 acres Sec. 6, All, 625 acres	1,265.00	
16	47572	T9N-R24E, UM Sec. 5, All, 640 acres Sec. 8, All, 640 acres	1,280.00	
20	28381	T9N-R23E, UM Secs. 15 and 16	1,280.00	
21	28382	T9N-R23E, UM Sec. 13, All, 640 acres Sec. 14, All, 640 acres Sec. 23, All, 640 acres Sec. 24, All, 640 acres	2,560.00	
25	47556	T10N-R24E, UM Sec. 28, All, 640 acres Sec. 33, All, 640 acres	1,280.00	
26	47573	T9N-R24E, UM Sec. 17, All, 640 acres Sec. 18, All, 631 acres Sec. 19, All, 633 acres Sec. 20, All, 640 acres	2,544.00	
27	312862	T10N-R22&23E, UM TRACT C30-110 (BF-110): A PORTION OF BLOCKS 753 AND 797 AS SHOWN ON THE "LEASING AND NOMINATION MAP" FOR THE FEDERAL/STATE BEAUFORT SEA OIL AND GAS LEASE SALE, DATED 1/30/79, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THOSE LANDS LOCATED IN THE S1/2 OF BLOCK 753, BEING A PORTION OF BLOCK 753 ON THE AFORESAID LEASING AND NOMINATION MAP, CONTAINING 1152.00 HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 23 AND 24, T10N, R22E; U.M., AK., AND LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 19 AND 20, T10N, R23E; U.M., AK., IN BLOCK 797 (BEING THE NORTHERLY PORTION) LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL O.C.S. BLOCK DIAGRAM" APPROVED 10/4/79, CONTAINING 1133.95 HECTARES, LESS AND EXCEPT THE SOUTH HALF OF THE AFOREMENTIONED TRACT.	2,824.34	

Exhibit C

Area D (cont.)

Tract No.	ADL No.	Description	Acres	Unit Tract Allocation
31	343111	T9N-R24E, UM Sec. 3, Protracted, All, 640 acres Sec. 4, Protracted, All, 640 acres Sec. 9, Protracted, All, 640 acres Sec. 10, Protracted, N/2, SW/4, 480 acres	2,400.00	
	ADL 377017(S)			
35	377017	T10N-R22E, UM T. 10N., R. 22E., UMIAT MERIDIAN, ALASKA TRACT 65-017 IS A PORTION OF OCS BLOCKS 752 AND 796 AS SHOWN ON THE “LEASING AND NOMINATION MAP” FOR THE FEDERAL/STATE BEAUFORT SEA OIL AND GAS LEASE SALE, DATED 1/30/79, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: TRACT 65-017 ENCOMPASSES ALL THOSE LANDS IN THE S1/2 OF BLOCK 752, OCS OFFICIAL PROTRACTION DIAGRAM NR 6-4 APPROVED 4/29/75, CONTAINING 1152 HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 20, 21, 22 AND 23, T. 10N., R. 22E., UMIAT MERIDIAN, ALASKA IN BLOCK 796 (BEING THE NORTHERLY PORTION) LISTED AS STATE AREA ON THE “SUPPLEMENTAL OFFICIAL OCS BLOCK DIAGRAM” APPROVED 10/4/79, CONTAINING 1153.17 HECTARES. THIS TRACT CONTAINS 5696.18 ACRES MORE OR LESS (2305.17 HECTARES MORE OR LESS), LESS AND EXCEPT THE NORTH HALF OF THE AFOREMENTIONED TRACT.	2,848.09	
	ADL 377017(N)			
35	377017	T10N-R22E, UM T. 10N., R. 22E., UMIAT MERIDIAN, ALASKA TRACT 65-017 IS A PORTION OF OCS BLOCKS 752 AND 796 AS SHOWN ON THE “LEASING AND NOMINATION MAP” FOR THE FEDERAL/STATE BEAUFORT SEA OIL AND GAS LEASE SALE, DATED 1/30/79, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: TRACT 65-017 ENCOMPASSES ALL THOSE LANDS IN THE S1/2 OF BLOCK 752, OCS OFFICIAL PROTRACTION DIAGRAM NR 6-4 APPROVED 4/29/75, CONTAINING 1152 HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 20, 21, 22 AND 23, T. 10N., R. 22E., UMIAT MERIDIAN, ALASKA IN BLOCK 796 (BEING THE NORTHERLY PORTION) LISTED AS STATE AREA ON THE “SUPPLEMENTAL OFFICIAL OCS BLOCK DIAGRAM” APPROVED 10/4/79, CONTAINING 1153.17 HECTARES. THIS TRACT CONTAINS 5696.18 ACRES MORE OR LESS (2305.17 HECTARES MORE OR LESS), LESS AND EXCEPT THE SOUTH HALF OF THE AFOREMENTIONED TRACT.	2,848.09	
		Area D Acreage	**28,149.52**	

Exhibit C

Area E

Tract No.	ADL No.	Description	Acres	Unit Tract Allocation
7	47563	T10N-R22E, UM Sec. 29, All, 640 acres Sec. 30, All, 620 acres Sec. 31, All, 623 acres Sec. 32, All, 640 acres	2,523.00	
8	47564	T10N-R21E, UM Sec. 25, All, 640 acres Sec. 26, All, 640 acres Sec. 35, All, 640 acres Sec. 36, All, 640 acres	2,560.00	
10	47566	T9N-R22E, UM Sec. 5, All, 640 acres Sec. 6, All, 625 acres Sec. 7, All, 628 acres Sec. 8, All, 640 acres	2,533.00	
11	47567	T9N-R22E, UM Sec. 9, All, 640 acres Sec. 10, All, 640 acres	1,280.00	
12	47568	T9N-R22E, UM Sec. 11, All, 640 acres Sec. 12, All, 640 acres	1,280.00	
13	47569	T9N-R23E, UM Sec. 7, All, 628 acres Sec. 8, All, 640 acres	1,268.00	
19	28380	T9N-R23E, UM Sec. 17, All, 640 acres Sec. 18, All, 631 acres Sec. 19, All, 633 acres Sec. 20, All, 640 acres	2,544.00	
20	28381	T9N-R23E, UM Secs. 21 and 22	1,280.00	
22	28383	T9N-R23E, UM Secs. 25, 26, 35, and 36	2,560.00	
23	28384	T9N-R23E, UM Sec. 27, All, 640 acres Sec. 28, N/2 and SE/4, 480 acres Sec. 34, All, 640 acres	1,760.00	
24	28385	T9N-R23E, UM Sec. 29: N/2, 320 acres Sec. 30: N/2, 317 acres	637.00	
28	312866	T10N-R23&24E, UM TRACT C30-114 (BF-114): A PORTION OF BLOCKS 799 AND 800 AS SHOWN ON THE "LEASING AND NOMINATION MAP" FOR THE FEDERAL/STATE BEAUFORT SEA OIL AND GAS LEASE SALE, DATED 1/30/79, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 23 AND 24, T10N, R23E; U.M., AK., AND LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 19 AND 20, T10N, R24E; U.M., AK., IN BLOCK 799 (BEING THE NORTHERLY PORTION) LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL O.C.S. BLOCK DIAGRAM" APPROVED 10/4/79, CONTAINING 1081.11 HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 20, 21, AND 22, T10N, R24E; U.M., AK., AND LYING WESTERLY OF 146 DEGREES 00'00" WEST LONGITUDE IN BLOCK 800 LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL O.C.S. BLOCK DIAGRAM" APPROVED 10/4/79,CONTAINING 916.21 HECTARES, LESS AND EXCEPT THOSE LANDS IN SECTIONS 15 AND 22 OF T10N, R24E.	4,215.47	

Exhibit C

Area E (cont.)

Tract No.	ADL No.	Description	Acres	Unit Tract Allocation
30	343110	T9N-R24E, UM Sec. 2, Protracted, All, 640 acres	640.00	
32	343112	T9N-R24E, UM Sec. 15, Protracted, All excluding the Arctic National Wildlife Refuge, 139 acres Sec. 16, Protracted, All excluding the Arctic National Wildlife Refuge, 606 acres Sec. 21, Protracted, All excluding the Arctic National Wildlife Refuge, 304 acres	1,049.00	
34	377016	T10N-R21E, UM T10N-R22E, UM That portion of Tract 65-016, "TRACT 65-016 ENCOMPASSES ALL THOSE LANDS IN THE S1/2 OF BLOCK 751, OCS OFFICIAL PROTRACTION DIAGRAM NR 6-4 APPROVED 4/29/75, CONTAINING 1152.00 HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 23 AND 24, T. 10N., R. 21E., UMIAT MERIDIAN, ALASKA AND LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 19 AND 20, T. 10N., R. 22E., UMIAT MERIDIAN, ALASKA IN BLOCK 795 (BEING THE NORTHERLY PORTION) LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL OCS BLOCK DIAGRAM" APPROVED 10/4/79, CONTAINING 1167.58 HECTARES." lying within T. 10 N., R. 22 E., U.M., Alaska, and the E1/2E1/2 of Sections 1, 12, 13 and 24, T. 10 N., R. 21 E., U.M., Alaska.	2,779.16	
36 (46)	389728	T10N-R21E, UM That portion of Tract 65-016, "TRACT 65-016 ENCOMPASSES ALL THOSE LANDS IN THE S1/2 OF BLOCK 751, OCS OFFICIAL PROTRACTION DIAGRAM NR 6-4 APPROVED 4/29/75, CONTAINING 1152.00 HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 23 AND 24, T. 10N., R. 21E., UMIAT MERIDIAN, ALASKA AND LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 19 AND 20, T. 10N., R. 22E., UMIAT MERIDIAN, ALASKA IN BLOCK 795 (BEING THE NORTHERLY PORTION) LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL OCS BLOCK DIAGRAM" APPROVED 10/4/79, CONTAINING 1167.58 HECTARES." lying within T. 10 N., R. 21 E., U.M., Alaska, excluding the E1/2E1/2 of Sections 1, 12, 13 and 24.	2,952.62	
37 (47)	389730	T10N-R23E, UM That portion of Tract 65-020, "TRACT 65-020 ENCOMPASSES ALL THOSE LANDS IN THE S1/2 OF BLOCK 754 OCS OFFICIAL PROTRACTION DIAGRAM NR 6-4 APPROVED 4/29/79, CONTAINING 1152 HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 20, 21, 22 AND 23, T. 10N., R. 23E., UMIAT MERIDIAN, ALASKA IN BLOCK 798 (BEING IN THE NORTHERLY PORTION), LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL OCS BLOCK DIAGRAM" APPROVED 10/4/79, CONTAINING 1109.94 HECTARES." lying in the S1/2 of OCS Block 754, and lying northerly of Sections 20, 21, 22 and 23, T. 10 N., R. 23 E., U.M., Alaska in OCS Block 798.	3,684.31	
38 (48)	390310	T9N-R24E, UM Sec. 1, UNSURVEYED, ALL TIDE AND SUBMERGED LAND, EXCLUDING STATE OF ALASKA OIL AND GAS LEASE ADL 372256 AND THE ARCTIC NATIONAL WILDLIFE REFUGE, 15.80 ACRES	15.80	
		Area E Acreage	**35,561.36**	
		Area A + B + D + E Acreage	**85,643.96**	

Exhibit C

Area F

Tract No.	ADL No.	Description	Acres
25	47556	T10N-R24E, UM Sec. 27, All, 640 acres Sec. 34, All, 640 acres	1,280.00
28	312866	T10N-R23&24E, UM TRACT C30-114 (BF-114): A PORTION OF BLOCKS 799 AND 800 AS SHOWN ON THE "LEASING AND NOMINATION MAP" FOR THE FEDERAL/STATE BEAUFORT SEA OIL AND GAS LEASE SALE, DATED 1/30/79, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 23 AND 24, T10N, R23E; U.M., AK., AND LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 19 AND 20, T10N, R24E; U.M., AK., IN BLOCK 799 (BEING THE NORTHERLY PORTION) LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL O.C.S. BLOCK DIAGRAM" APPROVED 10/4/79, CONTAINING 1081.11 HECTARES, AND THOSE LANDS LYING NORTHERLY OF THE SOUTH BOUNDARY OF SECTIONS 20, 21, AND 22, T10N, R24E; U.M., AK., AND LYING WESTERLY OF 146 DEGREES 00'00" WEST LONGITUDE IN BLOCK 800 LISTED AS STATE AREA ON THE "SUPPLEMENTAL OFFICIAL O.C.S. BLOCK DIAGRAM" APPROVED 10/4/79,CONTAINING 916.21 HECTARES, LIMITED TO those lands in Sections 15 and 22 of T10N, R24E.	720.00
29	343109	T10N-R24E, UM Sec 22: Protracted, S/2 lying easterly of 146°00'00" west longitude, 50.16 acres Sec. 23: Protracted, S/2, 320 acres Sec. 24: Protracted, S/2, 320 acres Sec. 25, Protracted, All, 640 acres Sec. 26, Protracted, All, 640 acres	1,970.16
30	343110	T10N-R24E, UM Sec. 35, Protracted, All, 640 acres Sec. 36, Protracted, All, 640 acres	1,280.00
32	343112	T9N-R24E, UM Sec. 28, Protracted, All excluding the Arctic National Wildlife Refuge, 123 acres Sec. 29, Protracted, All excluding the Arctic National Wildlife Refuge, 636 acres Sec. 30, Protracted, All, 636 acres Sec. 31, Protracted, All, 639 acres Sec. 32, Protracted, All excluding the Arctic National Wildlife Refuge, 363 acres	2,397.00
		Area F Acreage	**7,647.16**

EXHIBIT D
Point Thomson Unit

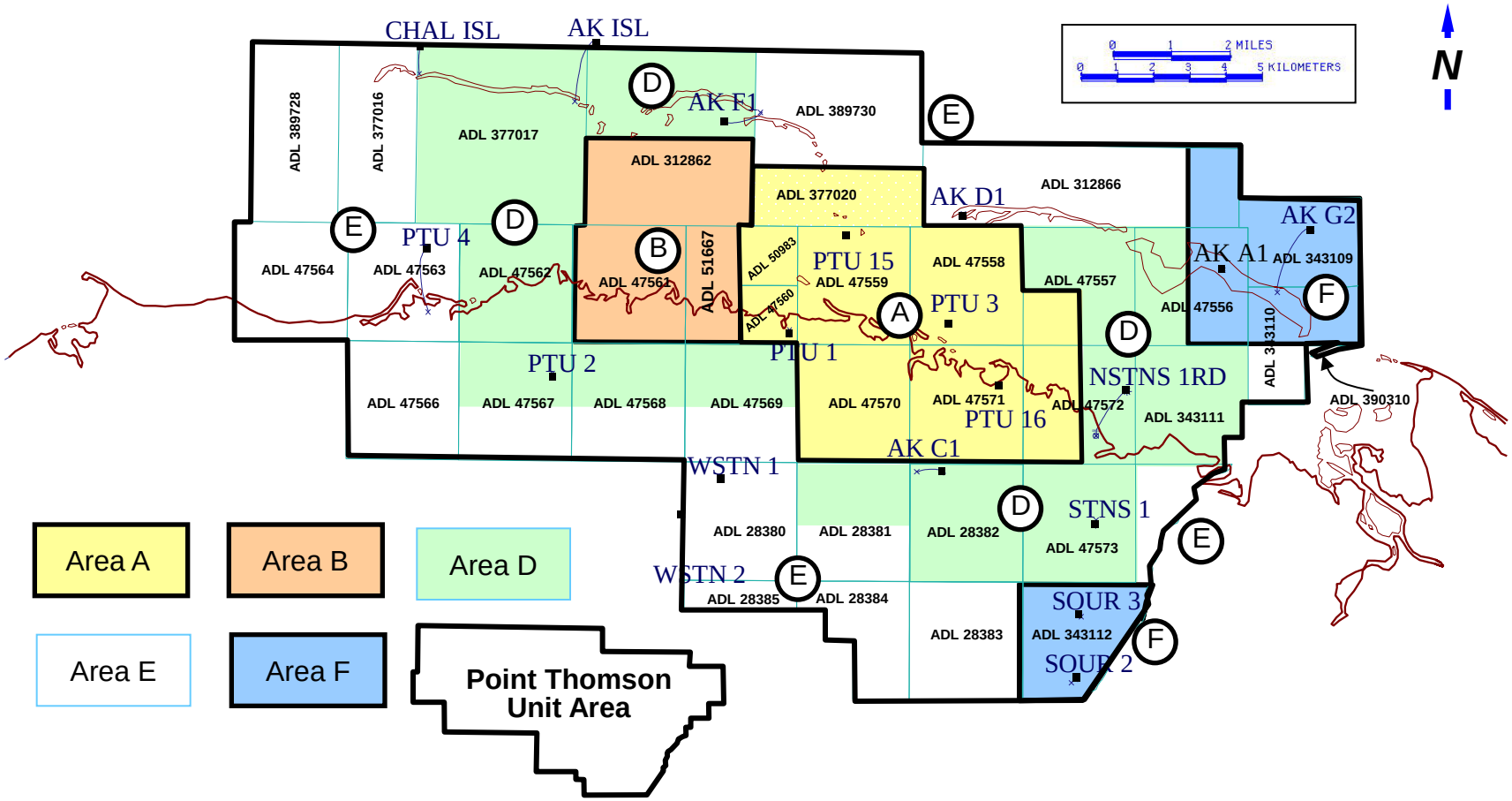
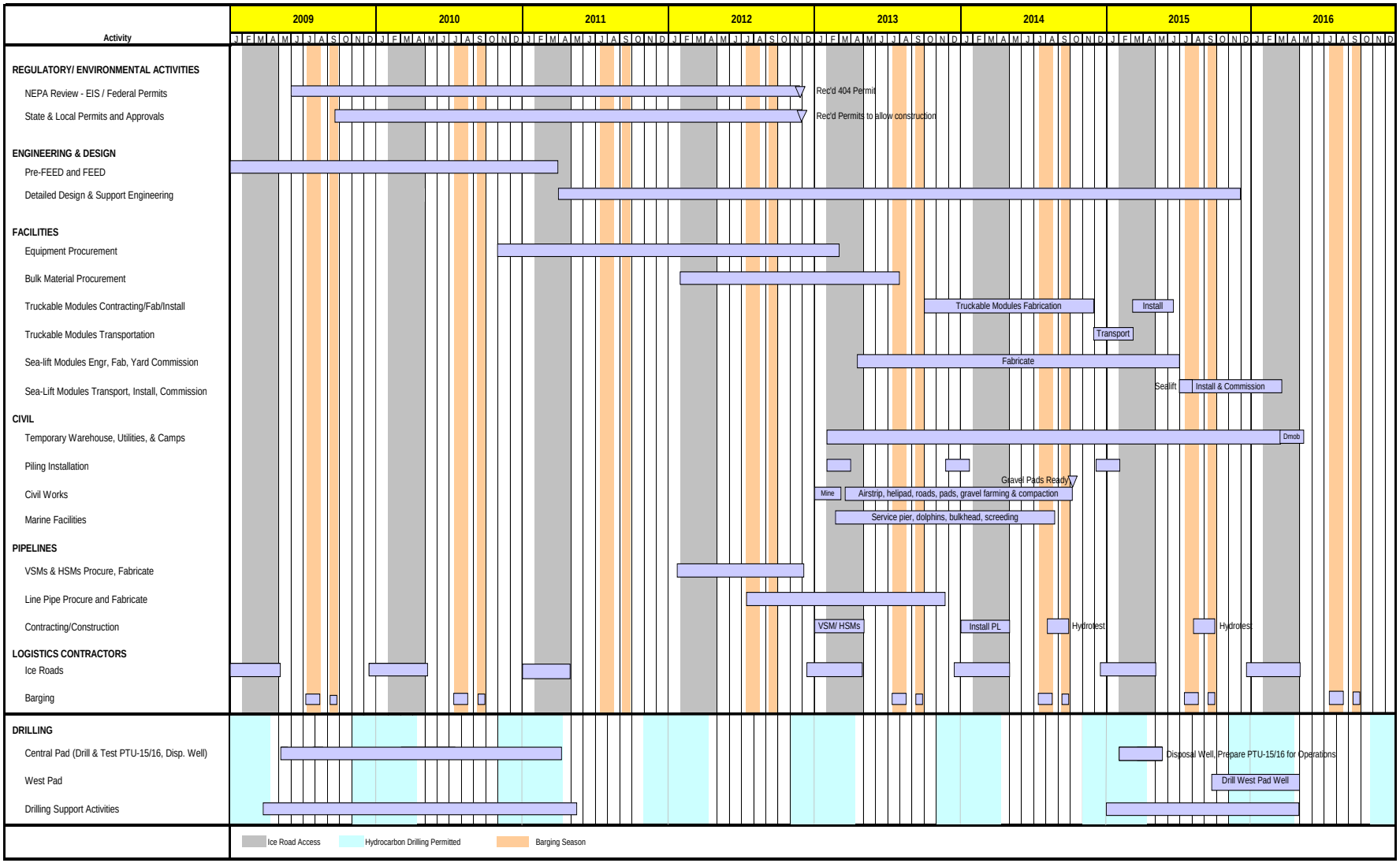


EXHIBIT E

Point Thomson Provisional Schedule Level 1 Work Sheet



NOTE: This schedule is indicative and subject to change.

Exhibit F

PA DOCUMENTATION

DNR will keep information submitted in a PA application confidential as provided in AS 38.05.035(a)(8) and its applicable regulations. In accordance with AS 38.05.035(a)(8)(C), in order for geological, geophysical and engineering data to be held confidential, the Unit Operator must request confidentiality at the time the data is submitted by indicating "CONFIDENTIAL" on all confidential data items.

1. Depth Structure Maps and digital grids (including faults) for each producing horizon.

2. Gross Isochore Maps and digital grids for each producing horizon

3. Hydrocarbon Net Pay Maps and digital grids for each producing horizon. Also include any fluid contact maps and digital grids used in creation of the hydrocarbon net pay maps.

4. Average Porosity and Hydrocarbon Saturation Maps and digital grids for each producing horizon.

5. Hydrocarbon Pore Feet Maps and digital grids for each producing horizon.

6. Paper and digital copies of representative seismic lines to support the applied for action. Data submitted should include both strike and dip oriented lines, include picked horizons for all mapped surfaces, mapped faults, and wells demonstrating time-depth ties to well log formation picks. Lines should be clearly annotated with seismic survey

ID, seismic volume, line number, picked horizon and well names. Map clearly showing location of all seismic and well sections provided.

7. Paper and digital copies of representative stratigraphic and structural well-log cross-sections. Cross-sections should include, log correlations for all mapped horizons, mapped faults, identified fluid contacts and deepest "oil down to" (ODT) and shallowest "water up to" (WUT) picks. Cross-sections should be of an appropriate scale that all annotations, picks, log curves and scales are clearly legible.

8. Hydrocarbon formation volume factors (B_o, B_g) applied to each reservoir.

9. Oil Gravity and/or Viscosity Maps and digital grids for each producing horizon.

10. Digital file (ascii or Excel spreadsheet) of formation picks in measured depth (MD) and sub-sea true vertical depth (sstvd) for each well, including all plug backs and pilot holes. Picks should include top and base of each producing interval, all known fluid contacts and deepest "oil down to" (ODT) and shallowest "water up to" (WUT) picks.

11. Digital files of calculated curve data from log analysis used in determining reservoir properties and in-place hydrocarbon volumes. Curve data should include total and/or effective porosity, water saturation, permeability, clay volume, and bulk volume water.

12. Criteria /cutoffs (i.e. porosity, saturation, volume shale, permeability) used to determine net pay in each producing horizon.

13. Digital file (ascii or Excel spreadsheet) of calculated rock properties of each producing interval for every well. Data to include, top and base depth of interval in measured

depth and sstvd, gross interval thickness (tvt), net sand thickness, net hydrocarbon pay thickness, net to gross ratio, average reservoir porosity, average reservoir water saturation (Sw), average permeability, permeability height (kh), and hydrocarbon pore feet

14. Location Map clearly showing all existing production, injection and planned wells. Horizontal wells should be shown as a line highlighting the existing and planned productive interval length. In addition, a digital file (ascii or Excel spreadsheet) provided with target x y coordinates for planned wells. For horizontal wells, x y coordinates for heel and toe locations should be provided for both existing and planned wells.

15. Summary of all oil and gas (including non-hydrocarbon constituents) compositional analyses, including gravity and viscosity data.

16. Paper and digital copies of all pressure build-up PTA and fluid PVT analyses.

17. Relative permeability curves for oil/water, gas/oil, and gas/water.

18. Paper and digital copies of all capillary pressure analyses, where available.

19. Calculated original oil and/or gas in place (OOIP and/or OGIP) volumes

20. Estimated ultimate recovery (EUR).

21. Proposed reservoir depletion plan set forth in the current POD.

22. Production forecast.

Exhibit G

GAS SALES AGREEMENT PROVISION

In the event of any conflict, the language of this Exhibit G shall control and supersede the language of Paragraph 2.21 with respect to the gas sales agreement provision. If the WIOs intend to Commit to a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project, then at the State's request prior to the Commitment date, the State and each individual WIO with a working interest in each Point Thomson Unit lease will enter into negotiations for separate gas sales agreements, with sufficient lead time to ensure the terms below can be met, that include the following terms which the State has requested be common to all such agreements, with additional terms to be negotiated:

(a) The daily volume of gas to be sold by each WIO will be equal to that WIO's proportionate share of the State's total expected daily volume of Point Thomson royalty gas to be delivered into the PTU / PBU Gas Pipeline.

(b) The gas sales agreement would become effective if the WIOs Commit to a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project with gas to be available for delivery on the Commitment date.

(c) The term of each sales agreement will continue until the earlier of: (1) Project Start-up of a Point Thomson Gas Development / Prudhoe Bay Enhanced Recovery Project, (2) Project Start-up of a Major Gas Sale as defined under the Settlement Agreement, or (3) 10 years following the Commitment date.

(d) The delivery point for the gas will be at a mutually agreed location from Prudhoe Bay facilities.

(e) The State and each WIO will establish the price of gas in their contract based on a price mutually agreed between the State and that WIO considering most recent, relevant Alaska North Slope gas sales agreements, including consideration for volume commitments and terms. The gas sales agreement will allow for periodic price re-openers to be negotiated. The initial re-opener may not be triggered sooner than one year after the start of gas sales.

(f) Any royalty due on gas sold under this provision will be paid in value based on the contract price for that WIO.