

HB

416

STATE OF ALASKA

DEPT. OF NATURAL RESOURCES

DIVISION OF OIL AND GAS

WALTER J. HICKEL, GOVERNOR

P.O. BOX 107034
ANCHORAGE, ALASKA 99510-7034
PHONE: (907) 762-2553

December 23, 1991

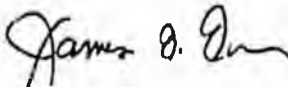
Re: Proposed Oil and Gas Lease Sale 75, Kuparuk Uplands

Dear Potential Bidders, Interested Individuals and Agencies:

The Division of Oil and Gas (DO&G) of the Department of Natural Resources has rescheduled the sale date for its proposed Oil and Gas Lease Sale 75. The sale, originally planned to be held on September 29, 1992, has been moved to December 8, 1992.

Sale 75 is located on the North Slope of Alaska between the Colville River and Sagavanirktok River. A portion of the acreage included within this sale is the subject of pending litigation and a settlement agreement between the State of Alaska and the Arctic Slope Regional Corporation. This settlement agreement, which is subject to legislative approval, would facilitate the offering of unleased lands within the Colville River Delta in Sale 75. The postponement of the sale is needed to provide the time necessary for the Alaska State Legislature to review and ratify the settlement agreement. The postponement of Sale 75 would also allow inclusion of acreage contracting out of the Kuparuk River and Hemi Springs Units over the next three months.

As a consequence of rescheduling the sale date, the dates for the draft and final Best Interest Finding and public notices have also been rescheduled. DO&G now anticipates issuance of the draft finding and associated notice on or about May 26, 1992 with the final finding and Notice of Sale to be issued on or about August 25, 1992. Anyone with concerns or questions regarding Sale 75 may contact James Hansen, Petroleum Geophysicist at 762-2588.


James E. Eason
Director

75-7a

DEPARTMENT OF NATURAL RESOURCES

OFFICE OF THE COMMISSIONER

400 WILLOUGHBY AVENUE
JUNEAU, ALASKA 99801-1796
PHONE: (907) 465-2400
FACSIMILE: (907) 586-2754

February 3, 1992

The Honorable Cliff Davidson, Chair
House Resources Committee
State Capitol
Juneau, AK 99811-1182

Dear Representative Davidson:

Subject: HB 416, relating to the Legislature's ratification of the 1991 settlement agreement between the Arctic Slope Regional Corporation (ASRC) and the State of Alaska.

Position: The Department of Natural Resources supports this bill. It will ratify an agreement that resolves protracted litigation between the state and the ASRC over potentially valuable North Slope mineral lands, allowing some of these lands to be leased in a December, 1992 state oil and gas lease sale.

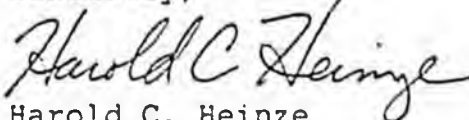
Background: The litigation stemmed from a 1974 agreement between ASRC and the state which was intended to resolve a dispute over the Alaska Native Claims Settlement Act eligibility of the villages of Nuiqsut and Point Lay. Under the 1974 agreement, for withdrawing its challenges to these villages eligibility and transferring certain state lands in the Point lay area to ASRC, the state was to receive the subsurface estate to certain lands near Nuiqsut. The dispute became a lawsuit in 1985 after Texaco announced an oil strike northeast of the Nuiqsut lands.

Under the new settlement agreement, the state and ASRC would jointly own undivided interests in the mineral estate of approximately 84,000 acres near Point Lay and over 100,000 acres near Nuiqsut. The state would hold joint oil and gas lease sales for itself and ASRC. If the two disagree about terms for the lease sales, such as minimum bid and royalty rate, a dispute resolution process agreed to in the settlement would be used instead of the courts.

Recommendation: Approve the settlement agreement.

Please let me know if you need additional information about the settlement agreement.

Sincerely,


Harold C. Heinze
Commissioner

cc: Committee Members
Paul Fuhs, Legislative Liaison, Office of the Governor
Charles E. Cole, Attorney General, Department of Law
Jim Eason, Director, Division of Oil and Gas

FISCAL NOTE

STATE OF ALASKA
1992 LEGISLATIVE SESSION

BILL NO. HB 416

Revision Date: 3-Feb-92 Department Affected: Natural Resources & Law
 Title: Short Title: ASRC Settlement BRU: Petroleum Management
 Components: _____
 Sponsor: House Rules
 Requestor: House Resources COMPONENT SERIAL NO. 439

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 93	FY 94	FY 95	FY 96	FY 97	FY 98
OPERATING						
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND&STRUCTURES						
GRANTS,CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0

CAPITAL						
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REVENUE						
Funding Source:	N/A					

FUNDING: (Thousands of Dollars)

	FY 93	FY 94	FY 95	FY 96	FY 97	FY 98
GENERAL FUND	N/A					
FEDERAL FUNDS						
OTHER						
Funding Source:						
TOTAL	N/A	0.0	0.0	0.0	0.0	0.0

POSITIONS:

	FY 93	FY 94	FY 95	FY 96	FY 97	FY 98
FULL-TIME	0.0					
PART-TIME	0.0					
TEMPORARY	0.0					

Estimate of Current year impact:

ANALYSIS: (Attach a separate page if necessary)

See Attached

Prepared by: Bob Loeffler Phone: 762-2578
 Division: Oil & Gas Date: 3-Feb-92
 Approved by Commissioner: B. Harold C. Heinze Date: 3-Feb-92
 Agency: Department of Natural Resources

Distribution (by preparer) : Legislative Finance, legislative Sponsor, Requestor, OMB, & Impacted Agency(ies).

Attachment

Arctic Slope Regional Corporation Settlement Agreement

If the agreement is approved by the Legislature, no additional funds or positions will be needed to implement it.

If the agreement is not approved by the Legislature, the Department of Law would expend significant funds litigating the dispute. The Department of Natural Resources would need a portion of a position to support the litigation.

In addition, the settlement is needed if the state is to lease lands in the Nuiqsut area now scheduled for sale Oil and Gas Lease Sale 75 during December, 1992. If the agreement is approved this year, the lease sale could include approximately 60,000 acres of land covered in the agreement (about one quarter of the total acreage of Sale 75). If the agreement is not approved this session, the Nuiqsut acreage (assuming the litigation is settled) could not be leased until 1995 because of oil and gas lease sale procedural requirements. The Nuiqsut area lands have moderate oil and gas potential. Including them in the lease sale would bring significant new revenues to the state.

WALTER J. HICKEL
GOVERNOR

STATE OF ALASKA
OFFICE OF THE GOVERNOR
JUNEAU

January 23, 1992

The Honorable Ben Grussendorf
Speaker of the House
Alaska State Legislature
State Capitol
Juneau, AK 99801-1182

Dear Speaker Grussendorf:

Under the authority of art. III, sec. 18, of the Alaska Constitution, I am transmitting a bill that would ratify the "1991 Settlement Agreement Between the State of Alaska and the Arctic Slope Regional Corporation" (1991 Settlement Agreement). This bill would resolve longstanding litigation between the State of Alaska and the Arctic Slope Regional Corporation (ASRC) over ownership of potentially valuable mineral lands in the Point Lay and Nuiqsut areas of the North Slope. The litigation arose out of a 1974 land exchange agreement (1974 Agreement), discussed below, which followed passage of the Alaska Native Claims Settlement Act of 1971 (ANCSA). The bill also would remove impediments to title marketability to the disputed lands and to create a long-term partnership between the state and ASRC, aimed at maximizing revenue for both parties.

The 1991 Settlement Agreement - Background

The 1991 Settlement Agreement resolves a dispute over land entitlement stemming from a 1974 land exchange agreement. The 1974 Agreement was intended to resolve state challenges to the BIA-certified eligibility of two ANCSA village corporations by requiring the state and ASRC to exchange certain lands in the Nuiqsut and Point Lay areas, in exchange for which the state agreed to withdraw its challenges to the ANCSA eligibility of Point Lay (Cully Corporation) and Nuiqsut (Kuukpik Corporation).

Under the 1974 Agreement, ASRC agreed to quitclaim any interest it had in 69,120 acres of Nuiqsut area subsurface then tentatively approved to the state, the surface of which Kuukpik Corporation could select under ANCSA. The state agreed to convey to ASRC about 65,000 acres of lands owned by the state in the Point Lay area. Although the state did withdraw its challenges to the eligibility of Point Lay and Nuiqsut, the land exchange provisions of the 1974 Agreement were never completed, for reasons which ASRC and the Department of Natural Resources (DNR) dispute.

The Honorable Ben Grussendorf
January 23, 1992
Page 2

In 1985 Texaco made a promising oil strike northeast of the Nuiqsut area lands. At that point, DNR sought to implement the land exchange provisions of the 1974 Agreement. ASRC refused, asserting that the state had abandoned the 1974 Agreement by 11 years of inaction and that the 1974 Agreement was in violation of the Alaska Statehood Act, the Constitution of Alaska, and various state and federal laws. Negotiations between the parties failed, and litigation was filed in state and federal court.

After the initiation of litigation and extensive motion practice, DNR and ASRC, faced with the uncertainties of litigation and the speculative values of both the Nuiqsut and Point Lay parcels, reentered negotiations and in 1986 reached an agreement in principle that contemplated an even split of the contested uplands at both locations. This "50/50" split of the lands subject to the 1974 Agreement remains at the heart of the 1991 Settlement Agreement.

However, after the basic settlement concept was agreed to in 1986, DNR and ASRC engaged in extensive research and discussions concerning the boundaries, extent, and location of uplands and of the state's wholly-owned submerged lands (to which ASRC was not entitled), and regarding which party would manage the lands involved and under what conditions.

The most difficult issue during settlement negotiations concerned the boundaries, extent, and location of submerged lands. ASRC claimed that the extent of the state's wholly-owned submerged lands (including submerged lands underlying lakes, rivers, and tidelands) totalled substantially less in acreage than that claimed by DNR. The parties realized that the inability to agree on the submerged lands would inevitably result in further litigation and make it difficult if not impossible for either party to market its respective interests. Therefore, the parties tentatively agreed to merge title to the uplands and submerged lands and share the revenue from oil and gas development on a section-by-section basis, with the state to get more than 50 percent when, arguably at least, there were submerged lands in a section.

For three years the parties analyzed aerial photos, maps, United States Fish and Wildlife Service and Bureau of Land Management data, and other data in an effort to reach a common data base for determining what the state's wholly owned submerged lands were and what the uplands to be split between the parties were. It took a settlement conference before a United States District Court judge to force the parties to resolve this issue; in that 1989 settlement conference the parties compromised their respective positions. Since then, the parties have continued to negotiate the details of how the lands would be managed.

The resulting 1991 Settlement Agreement, as recommended to me by Attorney General Cole, has the following principal components:

1. The litigation is dismissed and the rights of the parties under the 1974 Agreement are superseded unless the 1991 Settlement Agreement is overturned by a court.

The Honorable Ben Grussendorf
January 23, 1992
Page 3

2. The state and ASRC acquire by exchange equal, undivided interests in the subsurface estate of all lands previously subject to the 1974 Agreement.

3. The state and ASRC merge their titles to uplands and submerged lands and establish a formula for percentages of undivided ownership, on a section-by-section basis. This merger would resolve all disputes regarding the existence, extent, and location of state-owned submerged lands and avoid, for all time, the ambiguities otherwise created by constantly shifting boundaries caused by accretion, reliction, and avulsion.

4. The state retains the "executive rights" (leasing authority) to lease all lands on behalf of ASRC and the state. ASRC has the opportunity to review and comment on proposed oil and gas lease terms, with a dispute-resolution mechanism in the event of disagreement. ASRC and the state each retain the right to separately enforce the lease with respect to their respective interests.

5. Revenue generated from the undivided interests is paid directly to the state and ASRC, respectively, in proportion to their percentage ownership interests in the subsurface estates.

6. The state did not give up any of its duties to the public imposed by law. The state will still have to determine whether a sale is in the best interest of the state, and must follow relevant procedural requirements for leasing or exploring for natural resources. The state retains all rights under state law to ensure that development of the subsurface complies with laws concerning natural resource management and protection.

The 1991 Settlement Agreement contains a number of complex, technical provisions dealing with existing oil and gas leases at Nuiqsut, status of state submerged lands, boundary problems, and land management rights and duties. The following describes in more detail the major provisions of the settlement agreement.

1991 Settlement Agreement - Substantive Provisions

Under the 1991 Settlement Agreement, the parties agreed to quantify the extent of state-owned submerged lands by splitting the difference between the state's calculations of submerged lands and those of ASRC. Title problems were resolved by combining the interests of the state and ASRC on a section-by-section basis, with each party receiving an undivided percentage ownership reflecting a 50/50 division of the agreed-to uplands within each section, and the state receiving full (i.e., 100 percent) credit for any agreed-to submerged lands within the section. The state retains full sovereign powers over submerged lands, notwithstanding ASRC's undivided ownership interest.

The Honorable Ben Grussendorf
January 23, 1992
Page 4

The net effect of the cross-conveyances called for in the 1991 Settlement Agreement is an exchange of undivided interests in the subsurface estate such that the titles to submerged lands and uplands are merged and the parties, for all time, will own their respective undivided percentage interests in each section according to the schedules set out in Exhibits E and F to the 1991 Settlement Agreement. This percentage is fixed and will not change regardless of the amount or location of submerged lands that may be contained in any section from time to time.

In order to eliminate any possible future disputes over the boundary of the settlement area along the coastline and along the National Petroleum Reserve-Alaska (NPRA) boundary, the parties agreed to extend section lines into the ocean and across the NPRA boundary so that the area subject to the 1991 Settlement Agreement will include only full sections whose location can be protracted at any time without reference to changes brought about by accretion, reliction, or avulsion. In this manner, approximately 4,000 acres of ocean submerged lands owned by the state outside the 1974 Agreement area, and approximately 9,000 acres of NPRA subsurface owned by ASRC also outside the 1974 Agreement area, were included in the 1991 Settlement Agreement. In each instance the parties' undivided percentage interest in any section so extended was adjusted to provide a 100 percent credit for lands contributed by the state or ASRC from outside the original 1974 Agreement boundaries.

Finally, the parties agreed that the state would hold the "executive rights" for both parties' interests. As defined in the 1991 Settlement Agreement, "executive rights" empower the state to enter into leases and other subsurface agreements on behalf of both ASRC and the state. The 1991 Settlement Agreement contemplates that the commissioner will exercise the executive rights consistent with statutory constraints; the agreement does not waive any sovereign powers of the state.

The parties to the 1991 Settlement Agreement also discussed the issue of section 6(i) of the Alaska Statehood Act, which generally prohibits the state from alienating any interest in mineral estates it owns. Congress has authorized an exception to this provision under sec. 22(f) of ANCSA, which authorizes exchanges of land with ANCSA corporations. In order to resolve any question as to whether the exchange contemplated in the settlement agreement would require approval of the Secretary of Interior, the state has requested, and expects to receive shortly, an opinion from the Interior Solicitor ruling that no Secretarial approval is required for the 1991 Settlement Agreement.

The Bill

The attached bill ratifies the 1991 Settlement Agreement and establishes procedures for implementing it. Section 1 of the bill sets out the overall purposes of the bill and settlement agreement.

The Honorable Ben Grussendorf
January 23, 1992
Page 5

Section 2 of the bill specifies that the 1991 Settlement Agreement is ratified "notwithstanding any provision of AS 38 or any other provisions of Alaska law." This clarifies that the exchange of undivided interests in land contemplated by the 1991 Settlement Agreement is not subject to the provisions, in particular, of AS 38.50.

AS 38.50 provides authority for exchanges of the state's mineral estate, including the mineral estate in submerged lands. For a variety of reasons, however, that chapter does not provide an appropriate vehicle for the settlement of litigation. For example, AS 38.50 contemplates a voluntary exchange of land for equal values and requires appraisals and a series of public hearings on proposed exchanges. Although the state and ASRC believe that the consideration given and received under the settlement agreement is roughly equal, no effort has been made to appraise the lands. The terms of the exchange are influenced by factors other than land values (which are highly speculative, in any event), including each side's assessment of the risks of litigation. Finally, settlement negotiations have necessarily and appropriately been conducted in closed sessions. Public involvement is provided through the process of legislative ratification, but could not realistically have been provided earlier in the process, as contemplated under AS 38.50.

In addition to addressing AS 38.50, the "notwithstanding any other provision of Alaska law" language is intended to ensure that no other provision of state law might subsequently be raised to challenge the settlement itself. The bill deliberately uses broad language to accomplish this result. This language is intended to make it clear, for example, that in carrying out the provisions of the settlement the commissioner is acting under the mandate of the legislature as provided in this bill and not exercising the commissioner's discretion under other statutory provisions that authorize administrative disposition of state lands. Specifically, this language, together with sec. 3 of the bill, discussed below, relieves the commissioner of any further notice, hearing, or public interest finding requirements before making the conveyances required by the 1991 Settlement Agreement.

The exemption as to other provisions of Alaska law extends, however, only to those actions mandated by the 1991 Settlement Agreement necessary to implement the settlement. The 1991 Settlement Agreement contemplates that, following conveyance, the commissioner will exercise management responsibilities consistent with statutory constraints, and does not waive any sovereign powers of the state. Any exploration and development activities that occur subsequent to the exchange will be fully subject to the normal statutory and regulatory procedures applicable to administration of state lands. Specifically, lease sales will be conducted in the normal manner and all regulatory requirements will be observed, including coastal zone consistency and public interest findings. To the extent that ASRC exercises powers as a landowner, this legislation does not exempt ASRC from federal, state, or local requirements otherwise applicable to private landowners.

The Honorable Ben Grussendorf
January 23, 1992
Page 6

Section 3 of the bill provides that "no statutory or common law rules against perpetuities . . . or restraints on alienation of property shall apply to the settlement agreement . . . or to any interest or power created by it." The 1991 Settlement Agreement commits the state and ASRC permanently to merge their titles with no right of partition, to jointly lease and develop their interests, and to take a number of other steps, including contemplation of sales, with respect to their lands for an indefinite period of time. The law is generally hostile to perpetual restrictions or restraints on alienation. For example, AS 34.27.010 provides that an interest that would violate the rule against perpetuities may be reformed by a court. If these rules were to apply, the 1991 Settlement Agreement might be challenged and stricken down or modified in ways that were never intended.

A major consideration for both the state and ASRC in entering into the 1991 Settlement Agreement is to improve the marketability of title. This objective, and the benefits of the settlement, would be frustrated if the merging of title, prohibition against partition of those interests, and "executive rights" provisions were ever successfully challenged as violative of the rule against perpetuities or as unreasonable restraints on alienation. Accordingly, sec. 3 exempts the 1991 Settlement Agreement from these requirements.

Sections 4 and 5 of the bill outline the authorities and duties of the commissioner of natural resources to carry out the terms of the 1991 Settlement Agreement, including issuing and recording the appropriate land conveyances.

Section 6 of the bill limits the time within which the bill or the 1991 Settlement Agreement can be challenged in court. In order to minimize the possibility that the exchange might be altered or invalidated by a court after the state and ASRC have committed themselves to making the conveyances and taking the other actions required by the 1991 Settlement Agreement, sec. 6 provides that any action challenging the legality of the 1991 Settlement Agreement must be commenced within six months after the effective date of the legislation. A joint lease sale involving lands subject to the settlement agreement is scheduled for December 1992. Any uncertainty as to the validity of the 1991 Settlement Agreement or the implementing legislation could adversely affect the marketability of the leases. Although the six-month limitation period is rather short, the parties most likely to have standing to challenge the settlement agreement are the state and ASRC or entities in privity with them. We believe that the short limitation period is reasonable in light of the extensive past negotiations between the parties and the need to provide some finality to the litigation and to allow for future uses of the lands. Also, sec. 6 of the bill provides that the bill may not be construed as creating any right in any party not privy to the 1991 Settlement Agreement to challenge that Agreement or the Act.

Finally, sec. 7 of the bill waives the sovereign immunity of the state to any suit brought by ASRC to enforce the 1991 Settlement Agreement if that action is commenced in a superior court of the state. The state does not waive its protection from suit in federal court under the eleventh amendment of the Constitution of the United States.

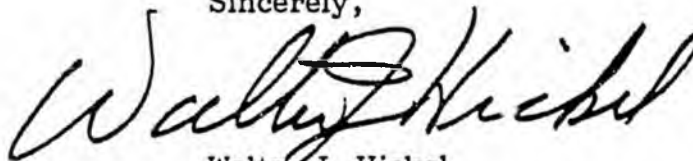
The Honorable Ben Grussendorf
January 23, 1992
Page 7

The 1991 Settlement Agreement is a compromise, and settles highly disputed issues. Because of that, it is not without risks to both the state and ASRC. However, I believe that these risks are outweighed by the benefits to the state of finally resolving this 18-year-old dispute. The 1991 Settlement Agreement not only settles long-standing litigation between ASRC and the state, it also anticipates and resolves disputes regarding the existence, extent, and location of submerged lands owned by the state in the Nuiqsut and Point Lay areas. Finally, by merging title to uplands and submerged lands and vesting "executive rights" in the state, the 1991 Agreement will result in maximum certainty and predictability for potential lessees, which in turn will make the interests of both the state and ASRC more marketable.

Copies of the 1991 Settlement Agreement will be provided to the senate secretary and the clerk of the house. Additional copies are available through the Department of Natural Resources.

I urge your prompt consideration and passage of this bill.

Sincerely,



Walter J. Hickel
Governor

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

OFFICE OF THE COMMISSIONER

WALTER J. HICKEL, GOVERNOR

400 WILLOUGHBY AVENUE
JUNEAU, ALASKA 99801-1796
PHONE: (907) 465-2400
FACSIMILE: (907) 586-2754

February 10, 1992

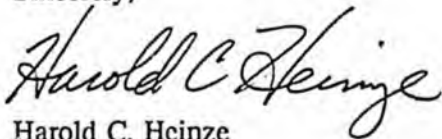
The Honorable Cliff Davidson
Chairman, House Resources Committee
State Capitol, Room 108
Juneau, AK 99801-1182

Dear Representative Davidson:

During the February 5 hearing on HB 416, which ratifies the ASRC Settlement, two important questions were asked. I asked staff from the Attorney General's Office and the Division of Oil and Gas to provide detailed answers. Their response is enclosed.

I hope this information is useful. Please let me know if you have additional questions.

Sincerely,



Harold C. Heinze
Commissioner

Enclosure

cc: Committee Members
Paul Fuhs, Legislative Liaison
Office of the Governor

Questions and Answers
HB 416 House Resources Committee Hearing
February 5, 1992

Why does the legislature have to approve this settlement? It doesn't approve most settlements.

First, the settlement requires the state to convey a portion of its mineral interest to ASRC. Alienation of the state's mineral interest is prohibited by Section 6(i) of the Alaska Statehood Act. In 1976, however, Congress amended Section 22(f) of ANCSA to permit the state to enter into exchanges of land "for the purpose of effecting land consolidations or to facilitate the management or development of the land, or for other public purposes." Exchanges must be of equal value unless found to be in the public interest "by the appropriate Secretary." The United States has confirmed that its consent to the exchange is not required and that the requirements of Section 6(i) of the Statehood Act and 22(f) of ANCSA will be satisfied as long as the legislature finds the exchange to be in the public interest.

Second, AS 38.50 which provides authority for exchanges of interests in state lands does not provide an appropriate vehicle for the settlement of litigation. Among other things, Chapter 50 contemplates a voluntary exchange for equal values, and requires appraisals and a series of public hearings on proposed exchanges. Although the state and ASRC believe that the consideration given and received in the exchange is roughly equal, no effort has been made to appraise the lands. The terms of the exchange are influenced by factors other than land values (which are highly speculative, in any event), including each side's assessment of the risks of litigation. Because the agreement does not fit the process of AS 38.50, legislative approval provides the authority necessary to effectuate the exchange.

Third, Article VIII, Section 10 of the Alaska Constitution requires that "[n]o disposals...of state lands, or interests therein, shall be made without prior public notice and other safeguards of the public interests as may be prescribed by law." Public involvement in the settlement is provided through the process of legislative ratification, in order to avoid any potential constitutional infirmity.

How are funds accounted for? Does this settlement evade the legislature's appropriation authority?

Funds accruing to the state from oil and gas leases on state land go in part to the general fund and in part to the permanent fund. Leases issued under the ASRC agreement are no different. The agreement divides interests in land, but all revenue from the state's interest belongs to the state and is handled like "normal" state revenues. In addition, it is the lessee's responsibility to pay the appropriate share directly to the state and to ASRC. This divided payment is unusual for Alaska, but is a frequent occurrence in other parts of the United States where land status is more complex.

If, for example, the lessee owes \$100 in rent under the lease made under this agreement, and that lease happens to be on land that the state owns a 60% undivided interest and ASRC owns a 40% undivided interest, then the lessee must send \$60 to the state, and \$40 to ASRC. That \$60 is accounted for like other oil and gas revenues. Part goes to the general fund and part goes to the permanent fund.

STATE OF ALASKA
 1992 LEGISLATIVE SESSION

Revision Date: _____ Department Affected: Natural Resources & Law
 Title: Short Title: ASRC Settlement BRU: Division of Oil & Gas
 Components: _____
 Sponsor: Rules Committee
 Requestor: Governor COMPONENT SERIAL NO. 439

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 93	FY 94	FY 95	FY 96	FY 97	FY 98
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND&STRUCTURES						
GRANTS,CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0

CAPITAL						
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REVENUE						
Funding Source:	N/A					

FUNDING: (Thousands of Dollars)

GENERAL FUND	N/A					
FEDERAL FUNDS						
OTHER						
Funding Source:						
TOTAL	N/A	0.0	0.0	0.0	0.0	0.0

POSITIONS:

FULL-TIME	0.0					
PART-TIME	0.0					
TEMPORARY	0.0					

Estimate of Current year impact:

ANALYSIS: (Attach a separate page if necessary)

See Attachment

Prepared by: Bob Loeffler Phone: 762-2578
 Division: Oil & Gas Date: 15-Jan-92

Approved by Commissioner: Harold C. Heinz Date: _____
 Agency: Department of Natural Resources

Distribution (by preparer) : Legislative Finance, legislative Sponsor, Requestor, OMB,
 & Impacted Agency(ies).

Attachment

Arctic Slope Regional Corporation Settlement Agreement

If the agreement is approved by the Legislature, no additional funds or positions will be needed to implement it.

If the agreement is not approved by the Legislature, the Department of Law would expend significant funds litigating the dispute. The Department of Natural Resources would need a portion of a position to support the litigation.

In addition, the settlement is needed if the state is to lease lands in the Nuiqsut area now scheduled for sale Oil and Gas Lease Sale 75 during December, 1992. If the agreement is approved this year, the lease sale could include approximately 60,000 acres of land covered in the agreement (about one quarter of the total acreage of Sale 75). If the agreement is not approved this session, the Nuiqsut acreage (assuming the litigation is settled) could not be leased until 1995 because of oil and gas lease sale procedural requirements. The Nuiqsut area lands have moderate oil and gas potential. Including them in the lease sale would bring significant new revenues to the state.

ALASKA STATE LEGISLATURE

Representative Eileen Panigeo MacLean
Co-Chair House Finance Committee
P.O. Box 830
Barrow, Alaska 99723



WHILE IN JUNEAU
Box V
Juneau, Alaska 99811
465-4525
465-4833

HOUSE OF REPRESENTATIVES

District 22

North Slope
Borough

Anaktuvuk Pass
Atkasuk
Barrow
Kaktovik
Nuiqsut
Point Hope
Point Lay
Wainwright

Northwest Arctic
Borough

Ambler
Buckland
Deering
Kiana
Kivalina
Kobuk
Kotzebue
Noatak
Noorvik
Selawik
Shungnak

MEMORANDUM

DATE: January 29, 1991
TO: Representative Cliff Davidson, Chairman
House Resources Committee
FROM: Representative Eileen P. MacLean *EPM*
SUBJ: Committee Hearing on HB 416

This is to request a hearing on HB 416, an act ratifying an agreement settling litigation between the State of Alaska and the Arctic Slope Regional Corporation; establishing procedures for implementing the agreement; and providing for an effective date.

HB 416 settles an 18 year land dispute between the State of Alaska and the Arctic Slope Regional Corp. The dispute arose when the federal government allowed Nuiqsut and Point Lay village corporations to choose lands for ownership that had been transferred to the state through the Alaska Native Claims Settlement Act. The state protested the selections and agreed to a land exchange however, the exchange was never completed. Oil was discovered in 1984 and both the state and ASRC filed lawsuits against each other.

The agreement provides that the state and ASRC will jointly own oil and gas rights, with the state maintaining a 57% share. This will be the first land agreement where the state and a Native Corporation jointly own land, and it is the first oil and gas sale involving the state and a private owner.

House Resources Committee
page 2

If the legislature does not approve of the settlement this session the terms of the settlement could be called into question. According to DNR, litigation would continue and the state would delay oil and gas leasing of the potentially valuable land.

I respectfully request a hearing on HB 416 in the House Resources Committee at your earliest convenience. If you have any questions, please contact Rena Bukovich of my staff at 465-4525.

I would appreciate your scheduling of the bill, as per our conversation the other day. Thanks Guyanaq

STATE OF ALASKA

DEPT. OF NATURAL RESOURCES

DIVISION OF OIL AND GAS

RECEIVED JAN 13 1992

WALTER J. HICKEL, GOVERNOR

P.O. BOX 107034
ANCHORAGE, ALASKA 99510-7034
PHONE: (907) 762-2553

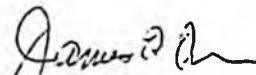
January 3, 1992

Dear Sir or Madame:

I am writing to inform you of a settlement agreement concerning certain mineral resources on the north slope. In December 1991, the State of Alaska and the Arctic Slope Regional Corporation (ASRC) settled a long-running legal dispute concerning land ownership on the north slope near Nuiqsut and Point Lay. The mineral estate of this land is potentially valuable for oil, gas, or coal. The settlement resolves litigation resulting from a 1974 agreement in which ASRC and the state agreed to exchange lands near Nuiqsut and Point Lay. The settlement is not effective until approved by the legislature. The Governor will submit the settlement agreement to the legislature at the beginning of the legislative session in January. Much of the Nuiqsut-area lands have existing oil and gas leases. Certain unleased portions of that area are scheduled to be offered for competitive leasing in Oil and Gas Lease Sale 75 in December 1992.

I am enclosing a copy of the settlement, and a summary of its terms prepared by the Division of Oil and Gas. If you would like more information, please contact Bob Loeffler of my staff at the address on the letterhead. He can be reached at 762-2578.

Sincerely,


James E. Eason
Director

Enclosures

STATE OF ALASKA

WALTER J. HICKEL, GOVERNOR

DEPT. OF NATURAL RESOURCES

DIVISION OF OIL AND GAS

P.O. BOX 107034
ANCHORAGE, ALASKA 99510-7034
PHONE: (907) 782-2553

SUMMARY OF THE 1991 SETTLEMENT AGREEMENT between ARCTIC SLOPE REGIONAL CORPORATION & STATE OF ALASKA January 1992

INTRODUCTION

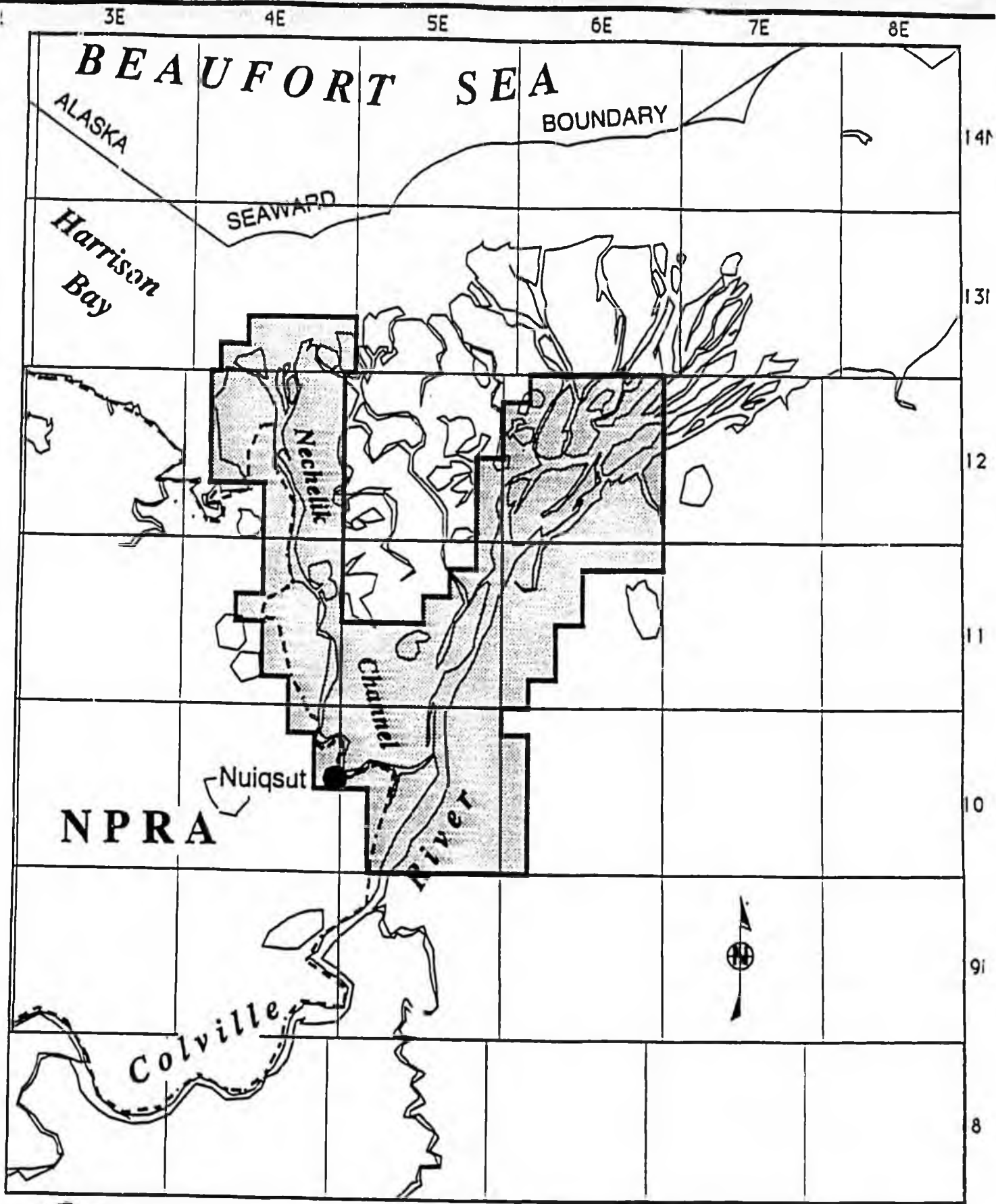
In December 1991, the State of Alaska and the Arctic Slope Regional Corporation (ASRC) settled a long-running legal dispute concerning north slope mineral ownership near Nuiqsut and Point Lay. The settlement resolves litigation resulting from a 1974 agreement in which ASRC and the state agreed to exchange lands near Nuiqsut and Point Lay. The settlement is not effective until approved by the legislature. The Governor will submit the settlement agreement to the legislature at the beginning of the legislative session in January. The area affected by the settlement is displayed in the maps on the next pages.

Under the settlement, the state and ASRC agree to jointly own undivided interest in the mineral estate of the disputed lands. The settlement also grants the state the right to hold oil and gas lease sales jointly for itself and for ASRC. Once a lease has been signed, the state and ASRC each separately administer its lease with respect to its own undivided interest in the subsurface.

Under the settlement agreement, the state does not give up any of its duties to the public imposed by law. The state would still have to determine whether a sale would be in the best interest of the state, and would follow relevant procedural requirements for leasing and for permitting the subsequent exploration for natural resources. The state retains all rights under state law to ensure that development of the subsurface complies with laws governing natural resource management and protection.

The agreement involves only mineral estate; it does not change the surface ownership. The surface estate of the Point Lay lands is state-owned; the Nuiqsut surface is owned by the village corporation for Nuiqsut, Kuukpik Corporation.

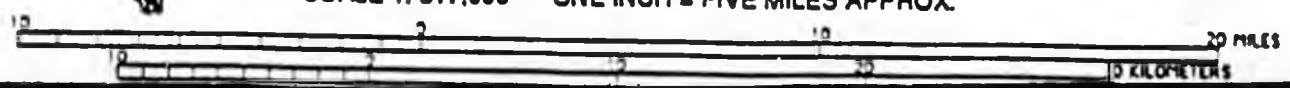
The land dispute began in 1973 when the federal government allowed the village corporations for Nuiqsut and Point Lay to select lands that had previously been transferred to the state. The state then protested the eligibility of those villages under the Alaska Native Claims Settlement Act. One year later, the state withdrew its protest and agreed to give up ownership of Point Lay mineral estate in return for ownership of the Nuiqsut mineral estate. For various reasons, the land exchanges expected by the 1974 agreement were never completed. This smoldering dispute erupted into lawsuits in 1985 after Texaco announced an oil discovery northeast of the Nuiqsut lands.



Nuiqsut Subsurface

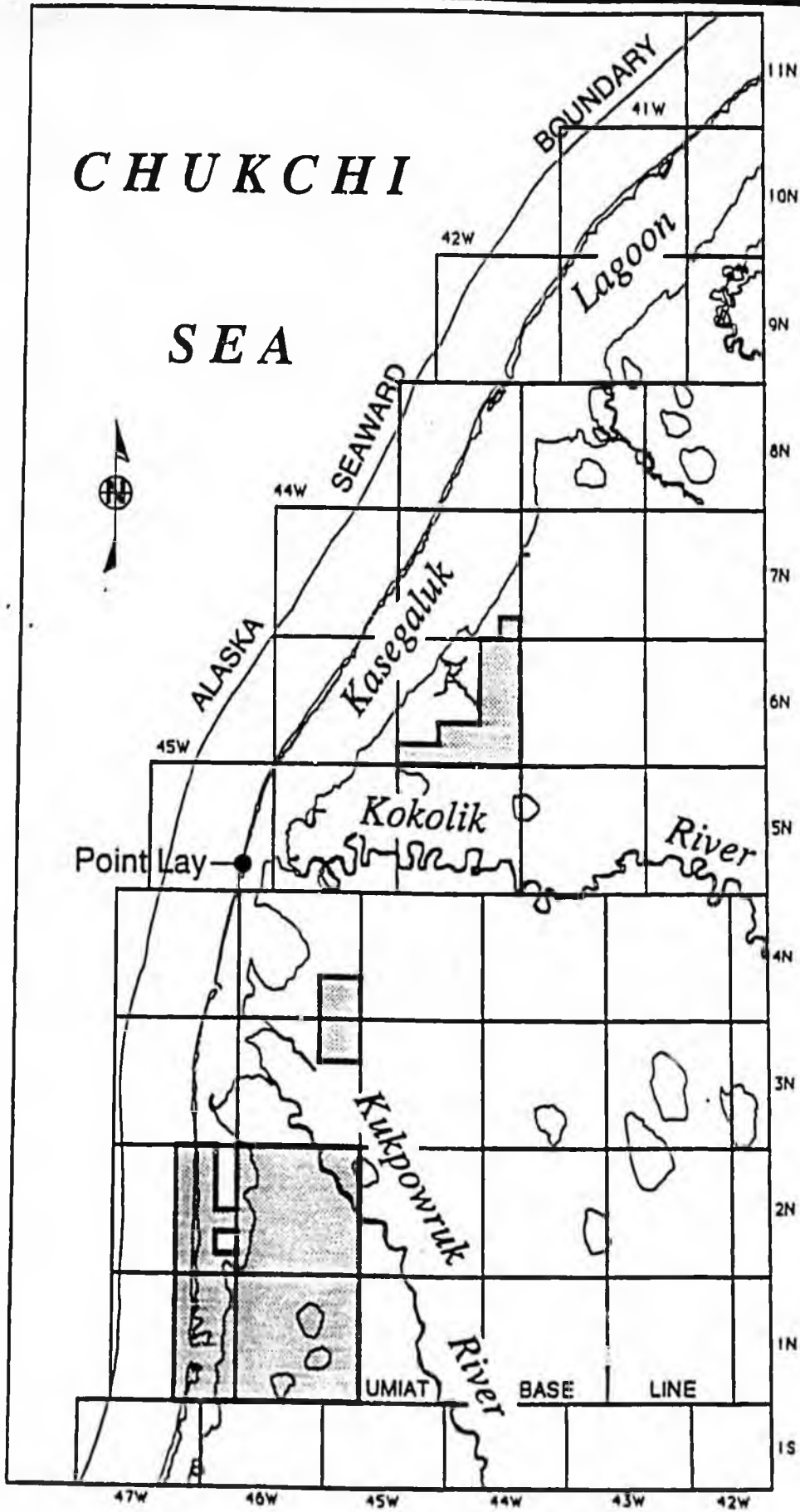
SCALE 1: 317,000 ONE INCH = FIVE MILES APPROX.

Alaska
 Department of
 Natural Resources
 Division of Oil and Gas
 12-4-91



CHUKCHI

SEA



Point Lay

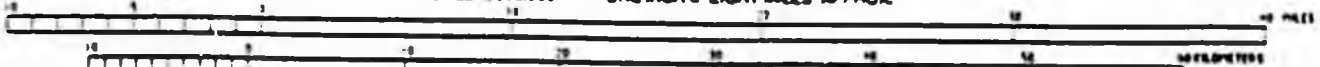
UMIAT BASE LINE



Point Lay Subsurface

SCALE 1:500,000 ONE INCH = EIGHT MILES APPROX.

Alaska
Department of
Natural Resources
Division of Oil and Gas
12-4-91



The Point Lay area includes the mineral estate beneath approximately 84,000 acres (including all lands -- both the disputed uplands and the state-owned submerged lands). The Nuiqsut area includes the mineral estate beneath approximately 111,000 acres. However, the Nuiqsut-area acreage will eventually be reduced. The agreement concerns the subsurface estate conveyed to ASRC by the federal government. Conveyances in that area are not complete. The Nuiqsut area includes overselections, all of which will not be conveyed to ASRC. Sections not conveyed to ASRC will eventually be eliminated from the area affected by the agreement.

SUMMARY OF THE ISSUES

Land Ownership. The dispute concerns the ownership of the subsurface estate beneath the uplands in the Nuiqsut and Pt. Lay areas. The agreement resolves the location and amount of the subsurface estate attributable to upland ownership. In concept, the state and ASRC agreed that submerged lands and the subsurface below them were state-owned. However, the location and amount of submerged lands were hotly disputed and difficult to resolve.

The agreement fixes the amount of submerged lands -- for purposes of oil and gas leasing -- for all time. This will eliminate administrative complexity for the state and ASRC, and for lessees who might otherwise be unsure who owns their lease tracts. The agreement also provides that the amount of submerged lands is agreed to for purposes of resolving this litigation only and has no further implication for the many other submerged lands disputes in which the state is involved.

According to the agreement, the state and ASRC own undivided interests in the subsurface estate of each section of land in the Nuiqsut and Pt. Lay areas. The interest that each owns reflects a 50/50 split of the uplands plus a state credit for 100% of the agreed-to submerged land acreage. The agreement establishes percentages for all times; the percentages will not change with changes in the extent of submerged lands (i.e., due to accretion, reliction, or erosion). Boundaries are "squared off" along the coast and along the NPRA border (i.e., the boundary includes entire sections). The squaring off allows for more efficient leasing. It also has the effect of giving ASRC a small share of lands in Harrison Bay which are already leased, and the state a small share of NPRA lands.

$$\text{State \%} = \frac{(\text{upland acres} * 50\%) + (\text{submerged land acres} * 100\%)}{\text{number of acres in the section (usually 640)}}$$

Crucial to the agreement is an exhibit that lists for each disputed section the state and the ASRC percentage ownership in that section. Revenue is calculated by section; it accrues according to the percentage ownership listed by section.

Land Management. The state and ASRC agreed to a system where the state manages the land for both parties up to the point of leasing. In return for that management, the state owes ASRC a certain standard of performance. Once the lease has been signed, the state has for the most part

discharged its duty to ASRC. Thereafter, the state and ASRC each separately administers its lease with respect to its own undivided interest in the subsurface. The exception is that in some situations, the commissioner has the power to establish the royalty value of oil for the state. If that occurs the commissioner's decision will also establish the value for purposes of ASRC.

TERMS OF THE AGREEMENT

The State's Right to Lease on Behalf of ASRC: *The Grant of Executive Rights.* Under the agreement, ASRC grants the state "executive rights" to lease the jointly held land on behalf of itself and ASRC. Thus, the state holds the lease sale, accepts bids, and signs the lease agreement with the lessee. The lease binds both the state and ASRC. In return for these executive rights, the state agrees to comply with a standard of performance with respect to ASRC's interest in the land. By this standard, the state agrees to act with "the degree of diligence and discretion that would be exercised by an average landowner, acting as a reasonable and prudent person...in seeking to cause his subsurface to be explored and developed..." The state and ASRC also agree that this standard of performance does not apply "to the extent that the state is prevented from complying with such standard because of its duties and obligations as sovereign or because of applicable federal or state statutes, regulations and constitutional provisions including, but not limited to, those that govern protection of natural resources and procedural requirements for disposal of interests in state lands..."

In other words, the state agrees to a standard of care, but does not give up any of its duties to the public imposed by law (i.e., we still have to determine whether a sale would be in the best interests of the state, etc.). If, for example, it is not in the state's best interest to lease because of potential environmental harm or another reason, the state can decline to lease (can decline to exercise its executive rights). In that case, ASRC has the same rights as any member of the public to appeal the state's finding, but cannot compel the state to act by virtue of this agreement. If the state refuses to lease, ASRC has the right to lease its own interest under the laws of mineral cotenancy. Finally, the state agrees to "treat ASRC's interest in the same manner as it treats its own interest and shall not act in a manner intended to benefit itself at the expense of ASRC."

The state's liability under this standard could, in some circumstances, be quite significant. With knowledge gained by exploration, it is always possible to second-guess the terms of a past lease sale. To avoid claims made in hindsight that the state should have acted differently and did not live up to its promised standard, the parties agreed upon a dispute resolution process to resolve differences before the sale (and without going to court).

In this process, the state proposes "substantive terms and conditions" for a lease sale to ASRC. These terms include such variables as royalty rate and minimum bid, but they do not include sovereign powers of the state such as those that are exercised in best interest findings or in stipulations attached to land use permits. If they cannot agree on the "substantive terms and conditions" of the sale, the disagreement is referred to an expert (called a qualified independent

consultant). The expert determines whether the state's proposed "substantive terms and conditions" meet the standard of performance.

Three outcomes are possible: (1) the state and ASRC agree on terms and the lease sale goes forward; (2) they disagree, and the issue is referred to the expert who decides in favor of the state; or (3) they disagree, and the issue is referred to the expert who decides in favor of ASRC.

If either of the first two situations occurs (agreement or an expert decision favoring the state), ASRC forever waives the right to argue that the state violated its standard of performance. If the expert decides in favor of ASRC, the state can, of course, decide to adopt ASRC's recommendations. It can also go ahead under its own terms. If this occurs, however, ASRC may claim damages in court, arguing that the state violated the standard of performance that it promised in the agreement.

After the Joint Lease: *Separate Administration.* After the state signs the lease on behalf of itself and ASRC, the state and ASRC will each separately administer its own interest in the lease. The two parties have what is essentially identical but separate legal relationship with the lessee with respect to the same mineral estate. Although a new concept for Alaska, this is a frequent occurrence in other parts of the United States, like Texas, where landownership is more complicated.

Most state administration of oil and gas leases focuses on an operator's compliance with laws concerning natural resource management and protection (land use permits, etc.). This administration is based not upon the state's statutes for oil and gas leases, but on the state's sovereign powers. These regulatory decisions are made by the state alone. Decisions concerning whether the lessee has lived up to his lease obligation (e.g., paid rent, drilled for oil) are made under the requirements of the individual lease document. These decisions would be administered separately by the two parties with respect to their own interests.

There is an unlikely possibility that the state or ASRC will terminate its lease but that the other will not. In that case, the party with the unleased interest would be free to lease its interest on its own (though such a lease might be worth considerably less than a joint lease). In addition, the lessee may still explore and produce, but as long as part of the subsurface interest is unleased, production occurs under the laws of mineral cotenancy. These laws have not been tested in Alaska, but we expect that the lessee will owe the remaining lessor (the one with the lease) the royalty due under that lease, and will owe the other lessor (the one without a lease) the value of all oil after its share of production and development costs have been subtracted.

This system, while unusual for Alaska, is unlikely to create frequent conflict. The limited nature of decisions made under the lease and the self-interest of both the state and ASRC will likely result in consistent administration.

SUMMARY OF PROCESS BEFORE A JOINT LEASE SALE.

The previous section explained the concept of the settlement agreement. This section explains the steps that precede a joint lease sale.

The Grant of Executive Rights. Once State and ASRC both have title to a section and the section is unleased, State has Executive Rights to lease both State and ASRC acreage for oil and gas. With those executive rights, the State is held to a "Standard of Performance" but does not give up its "Sovereign Powers."

1. State proposes "substantive terms and conditions" of the lease sale. At least 6 months before sale, State gives ASRC notice of proposed "substantive terms and conditions" for the sale.
 - 2a. If State and ASRC reach "Approval Agreement" -- that is, if State and ASRC agree on those terms, State goes forward and holds the sale. Go to Step 3.
 - 2b. If State and ASRC disagree - the Qualified Independent Consultant (QIC). If State and ASRC disagree, the disagreement is referred an expert, the Qualified Independent Consultant. State and ASRC show each other and the QIC their information; QIC decides whether State would breach its "Standard of Performance" in using those "substantive terms and conditions."
 - (i) If QIC decides for State. State holds lease sale. Go to Step 3.
 - (ii) If QIC decides against State. State has two choices:
 - (A) Change terms to those requested by ASRC and hold sale. Go to Step 3.
 - (B) Hold sale using State's proposed terms. Go to Step 4.
3. State holds Lease Sale -- Liability Ends. ASRC loses right to argue State breached Executive Rights "Standard of Performance" because ASRC agreed or lost in front of the QIC.
4. State holds Lease Sale -- Liability Continues. ASRC retains right to sue for damages that State breached "standard of performance." If they sue, court reviews decision of QIC based on the record before QIC. If, based on record before QIC, court decides that QIC's decision was "arbitrary and capricious" State is absolved of liability. If court upholds QIC, then court awards damages on State's failure to comply with "standard of performance."

Grant of Executive Rights Ends -- State and ASRC Administer Own Interest Separately. One partial exceptions to separate administration: ASRC agrees to use State's method for royalty evaluation.

STANDARD OF PERFORMANCE. The agreed standard of performance is reproduced from the agreement.

4.2 Standard of Performance.

(a) The State shall exercise the Executive Rights granted herein in compliance with the Limited Prudent Landowner Standard, as defined herein, as to the substantive terms and conditions of all Subsurface Agreements¹ and Subsurface Agreement Solicitations¹ to be executed or issued by the State as executive pursuant to this Settlement Agreement. In exercising such Executive Rights, the State shall treat ASRC's interest in the same manner as it treats its own interest and shall not act in a manner intended to benefit itself at the expense of ASRC.

(b) Neither the Limited Prudent Landowner Standard nor any other provision of this Settlement Agreement creates a fiduciary duty on the part of the State to ASRC.

IMPORTANT DEFINITIONS

"Executive Rights" means the exclusive right, power, and authority to formulate and issue Subsurface Agreement Solicitations¹ and to negotiate, formulate, agree upon, execute, and grant Subsurface Agreements¹ pursuant to the terms of this Settlement Agreement.

"Limited Prudent Landowner Standard" means the Prudent Landowner Standard except to the extent that the State is prevented from complying with such standard because of its duties and obligations as sovereign or because of applicable federal or state statutes, regulations, and constitutional provisions, including, but not limited to, those that govern protection of natural resources and procedural requirements for disposal of interests in state lands for leasing, exploration, and development of natural resources, subject, however, to the provisions of subsection 8.2.²

"Prudent Landowner Standard" means the degree of diligence and discretion that would be exercised by an average landowner, acting as a reasonable and prudent person who is familiar with prevailing practices and standards in the oil, gas, and mineral industry in the area at the time, in seeking to cause his subsurface to be explored and developed and to maximize subsurface revenues from such subsurface and protect such subsurface from drainage.

"Substantive terms and conditions" means, but is not limited to, timing of lease sales, lease tract identification and composition, bid terms, and lease terms but shall not include (i) the exercise by the State of its duties and obligations as sovereign, (ii) the State's compliance with applicable federal or state statutes, regulations, and constitutional provisions, including but not

¹ "Subsurface Agreements" are essentially oil and gas, or coal leases. "Subsurface Agreement Solicitations" is the lease sale.

² Section 8.2 ensures that ASRC has not waived "its right to challenge the constitutionality of any statute or the validity of any regulation...that singles out the Nuiqsut subsurface or the Point Lay subsurface for treatment different from that accorded to other lands with the State of Alaska, or that causes any injury-in-fact to any rights expressly granted to ASRC under this Settlement Agreement."

o, those that govern protection of natural resources and procedural requirements for of interests in State lands for leasing, exploration, and development of natural resources, granting of exploration incentive credits against tax obligations or the State's royalty but not ASRC's royalty interest), or (iv) other exercise of the State's taxing power."

RECEIVED BY:

1/22/92

Office of the Chief Clerk

1991 SETTLEMENT AGREEMENT
BETWEEN
ARCTIC SLOPE REGIONAL CORPORATION
AND
THE STATE OF ALASKA

**1991 SETTLEMENT AGREEMENT
BETWEEN ARCTIC SLOPE REGIONAL
CORPORATION AND THE STATE OF ALASKA**

Table of Contents

<u>Section</u>	<u>Page</u>
Introduction	1
1. STATE LEGISLATIVE APPROVAL	3
1.1. 1992 Legislative Session	3
1.2. Form of Approval; No Changes Without Mutual Consent	3
1.3. Effect of Withdrawal of Either Party, Legislative Change, Legislative Approval, or Subsequent Court Invalidation	3
1.4. Dismissal of Litigation	5
1.5. Creation of Third-Party Interests While Bill Is Pending	5
2. LANDS SUBJECT TO 1991 SETTLEMENT AGREEMENT	6
2.1. Submerged Lands and Seacoast Boundaries	6
2.2. Current Ownership of Nuiqsut Lands	7
2.3. Possible Changes Regarding Nuiqsut subsurface	9
(a) Native Allotment Applications	9
(b) Kuukpik Overselections	10
2.4. Current Ownership of Point Lay Lands	11
3. CONVEYANCE OF INTEREST IN LANDS	11
3.1. ASRC Conveyances	11
(a) Fully Conveyed Sections on Final Effective Date	11
(b) Sections That Become Fully Conveyed Sections After the Final Effective Date	12
3.2. State Conveyances	13
(a) Point Lay	13
(b) Nuiqsut	13
(1) Fully Conveyed Sections on the Final Effective Date	13
(2) Sections That Become Fully Conveyed Sections After the Final Effective Date	14
3.3. Changes Relating to Submerged Lands	15
4. SUBSURFACE AGREEMENTS AFFECTING NUIQSUT SUBSURFACE AND POINT LAY SUBSURFACE; GRANT OF RIGHTS TO EXECUTIVE; RIGHTS AND DUTIES OF EXECUTIVE	15
4.1. Grant of Executive Rights	15
4.2. Standard of Performance	16
4.3. Notice and Consultation; Resolution of Disputes	16

Section

Page

(a)	Right of ASRC to Review Subsurface Agreements and Subsurface Agreement Solicitations	16
(b)	Notice of Proposed Action to ASRC; Consultation	16
(c)	Approval Agreements	17
(d)	Failure to Agree; Action Notice	17
(e)	Protest Notice; Effect of Failure to Protest	18
(f)	Referral of Protests to Qualified Independent Consultant	18
(g)	Deferral of Decision Pending Consultant Opinion	19
(h)	Qualifications, Selection, Removal, and Replacement of Qualified Independent Consultants	19
	(1) Establishment of Consultant Group	19
	(2) "Independent" Defined	20
	(3) Removal of Qualified Independent Consultants	20
	(4) Replacement of Qualified Independent Consultants	20
	(5) Confidentiality	21
	(6) Liability of Qualified Independent Consultants	21
	(7) Payment of Qualified Independent Consultant's Fees and Expenses	22
(i)	Procedures Before Qualified Independent Consultant	22
(j)	Consultant Opinion and Timeliness	23
(k)	Effect of Consultant Opinion Upholding Proposed Action by Executive	23
(l)	Effect of Consultant Opinion Not Upholding the Executive	24
(m)	Unauthorized Action by Executive	25
4.4.	Subsurface Agreements to Be in Writing	26
4.5.	Effect of Confidentiality Provisions in Subsurface Agreements	26
4.6.	Powers of Executive Following Execution and Delivery of Subsurface Agreement	26
4.7.	Direct Payment of Subsurface Revenues	27
4.8.	No Duty of State to Conduct Operations	27
4.9.	Separate Rights of ASRC and State to Enforce Subsurface Agreements and to Protect Subsurface Interests	28
4.10.	Interests Included in Lease	29
4.11.	Kuukpik Corporation Consents	29
4.12.	Designated Party for Notices	31
4.13.	Waiver of Partition	31

**1991 SETTLEMENT AGREEMENT
BETWEEN ARCTIC SLOPE REGIONAL
CORPORATION AND THE STATE OF ALASKA**

Table of Contents

<u>Section</u>	<u>Page</u>
Introduction	1
1. STATE LEGISLATIVE APPROVAL	3
1.1. 1992 Legislative Session	3
1.2. Form of Approval; No Changes Without Mutual Consent	3
1.3. Effect of Withdrawal of Either Party, Legislative Change, Legislative Approval, or Subsequent Court Invalidation	3
1.4. Dismissal of Litigation	5
1.5. Creation of Third-Party Interests While Bill Is Pending	5
2. LANDS SUBJECT TO 1991 SETTLEMENT AGREEMENT	6
2.1. Submerged Lands and Seacoast Boundaries	6
2.2. Current Ownership of Nuiqsut Lands	7
2.3. Possible Changes Regarding Nuiqsut subsurface	9
(a) Native Allotment Applications	9
(b) Kuukpik Overselections	10
2.4. Current Ownership of Point Lay Lands	11
3. CONVEYANCE OF INTEREST IN LANDS	11
3.1. ASRC Conveyances	11
(a) Fully Conveyed Sections on Final Effective Date	11
(b) Sections That Become Fully Conveyed Sections After the Final Effective Date	12
3.2. State Conveyances	13
(a) Point Lay	13
(b) Nuiqsut	13
(1) Fully Conveyed Sections on the Final Effective Date	13
(2) Sections That Become Fully Conveyed Sections After the Final Effective Date	14
3.3. Changes Relating to Submerged Lands	15
4. SUBSURFACE AGREEMENTS AFFECTING NUIQSUT SUBSURFACE AND POINT LAY SUBSURFACE; GRANT OF RIGHTS TO EXECUTIVE; RIGHTS AND DUTIES OF EXECUTIVE	15
4.1. Grant of Executive Rights	15
4.2. Standard of Performance	16
4.3. Notice and Consultation; Resolution of Disputes	16

<u>Section</u>	<u>Page</u>
4.14. No Outside Acreage in Leases: No Communitized Leases	32
4.15. Nuiqsut Subsurface Outside Fully Conveyed Sections	33
5. MINIMUM COVENANTS REQUIRED IN ALL SUBSURFACE AGREEMENTS	33
5.1. Direct Payment Covenant	33
5.2. Royalty Valuation	34
5.3. Other Covenants	36
6. SUSPENSION OF THE EXECUTIVE RIGHTS	38
6.1. Suspension of the Executive Rights	38
(a) Suspension of the Executive Rights for Refusal of the State to Act	38
(b) Suspension of the Executive Rights Because of Separate Termination of Subsurface Agreement	39
6.2. Rights and Duties During Suspension of the Executive Rights	40
6.3. Return of the Executive Rights	40
7. MISCELLANEOUS RESTRICTIONS ON BOTH PARTIES	41
7.1. Prohibitions on Self-Development	41
7.2. Assignments of Executive Rights	42
7.3. Conveyances Prohibited	42
8. STATE'S RIGHTS AS SOVEREIGN	44
9. PREEXISTING LEASES OF THE NUIQSUT SUBSURFACE	45
9.1. Lease Description	45
9.2. Leases Covering Fully Conveyed Sections on Final Effective Date	46
9.3. Additional Outstanding Leases	47
9.4. Segregation of Leased Lands	49
9.5. Division of Revenue From Certain Leases	49
(a) Payments Received Before 1991	50
(b) 9.1(a) Leases	50
(c) 9.1(b) Leases	50
(d) 9.1(c) Leases	51
(e) Cash Settlement	51
9.6. No Waiver as Against Lessees	51
10. MISCELLANEOUS	52
10.1. Confidentiality	52
10.2. Audit and Review	52
10.3. Subsurface Data Disclosure	53
10.4. Setoff	55
10.5. Notification and Consultation Concerning Disputes	55
10.6. Payment of Legal Rate of Interest	57

<u>Section</u>	<u>Page</u>
10.7. Interpretation	57
10.8. Amendment; Waiver; Consent	58
10.9. Notices	58
10.10. Attorneys' Fees	60
10.11. Defense of Settlement Agreement and Property Interests	60
10.12. Rule of Evidence 408	62
10.13. Assignment; Delegation	63
10.14. Other Documents and Actions	63
10.15. Remedies and Specific Performance	63
 11. DEFINITIONS	 63
11.1. Action Notice	63
11.2. ANCSA	64
11.3. Approval Agreement	64
11.4. Commissioner	64
11.5. Consultant Group	64
11.6. Consultant Opinion	64
11.7. Director	64
11.8. Executive Rights	64
11.9. Fair Market Value	65
11.10. Final Effective Date	65
11.11. Final Partial Section	65
11.12. Fully Conveyed Section	65
11.13. Kuukpik Agreement	67
11.14. Legal Rate of Interest	67
11.15. Limited Prudent Landowner Standard	67
11.16. Nuiqsut subsurface	67
11.17. The parties	68
11.18. Person	68
11.19. Point Lay subsurface	68
11.20. Proposed Action Notice	69
11.21. Protest Notice	69
11.22. Prudent Landowner Standard	69
11.23. Qualified Independent Consultant	70
11.24. 7(i) Agreement	70
11.25. Substantive terms and conditions	70
11.26. Subsurface	70
11.27. Subsurface Agreement	71
11.28. Subsurface Agreement Solicitation	71
11.29. Subsurface revenues	72
11.30. Unauthorized Action	72
 12. SIGNATURES	 73

Exhibits

- A State of Alaska Bill (approving Settlement Agreement)
- B Stipulation for Dismissal and Order
- C Maps (Nuiqsut subsurface)

Exhibits

- D Maps (Point Lay subsurface)
- E ASRC and State Percentage Ownership (Nuiqsut subsurface)
- F ASRC and State Percentage Ownership (Point Lay subsurface)
- G Warranty Deed (from ASRC)
- H State of Alaska Patent (Point Lay subsurface and Fully Conveyed Sections of Nuiqsut subsurface on Final Effective Date)
- I State of Alaska Patent (Fully Conveyed Sections of Nuiqsut subsurface after Final Effective Date)
- J Notice of Assignments of Subsurface Interests and Rights Under State of Alaska Oil and Gas Lease
- K Kuukpik Agreement

1991 SETTLEMENT AGREEMENT
BETWEEN ARCTIC SLOPE REGIONAL
CORPORATION AND THE STATE OF ALASKA

Introduction

The State of Alaska ("State") and Arctic Slope Regional Corporation ("ASRC") sued each other, in two separate lawsuits, over the validity of a March 1974 Agreement ("1974 Agreement"). The lawsuits were entitled:

- (1) *State of Alaska v. Arctic Slope Regional Corporation*, 3AN-85-15523 Civil, Alaska Superior Court, Third Judicial District, filed November 7, 1985.
- (2) *Arctic Slope Regional Corporation v. Lennie Boston-Gorsuch and Gary C. Gustafson*, Civil No. J85-026, United States District Court For Alaska, in Juneau, filed October 2, 1985.

In 1990, the federal court lawsuit was dismissed without prejudice to ASRC's right to refile it. The State and ASRC now wish to dismiss the state court lawsuit, also without prejudice, and settle claims and counterclaims made in the two lawsuits.

The State and ASRC have fully and independently analyzed the strength of their respective litigation positions regarding the enforceability of the 1974 Agreement. In settling, the parties^{1/} understand that each gives up the right to discover fully the strength or weakness of the other party's position in exchange for the certainties of settlement and in order to avoid the risk of an unfavorable outcome in the litigation. Resolution of the litigation and uncertainties relating to titles as set out in this Settlement Agreement will result in material benefit both to the State and its citizens and to ASRC, and is in the best interests of the public.

The litigation concerns a dispute between ASRC and the State over the ownership of lands located near Nuiqsut and Point Lay. To settle the dispute, the State and ASRC have agreed in

^{1/}Words and phrases printed in the text of this Agreement in boldface are defined in Section 11.

this Settlement Agreement to effect an exchange of undivided interests in the subsurface of all the disputed lands, as authorized under section 22(f) of ANCSA, so as to cause the subsurface in all these lands to be owned in undivided interests by the State and ASRC. The disputed lands have numerous bodies of water within or adjacent to them. The State claims that many of these bodies of water cover submerged lands which it wholly owns by virtue of the United States Constitution's equal footing doctrine and the federal Submerged Lands Act. For various reasons, ASRC disputes the State's claims. Moreover, the extensive nature of the bodies of water and seacoast makes the boundaries between uplands and submerged lands within portions of the areas subject to the potential of accretion, reliction, and avulsion. The possibility of future disputes about the ownership of and the boundaries between uplands and submerged lands would make it extremely difficult for either the State or ASRC to exploit the lands, whichever party a court might decide owned them. Therefore, in order to eliminate the potential for future ownership disputes, in this Settlement Agreement ASRC and the State have agreed to exchange undivided interests in the subsurface in the submerged lands and in the uplands and to establish a fixed revenue sharing percentage for the lands which would not change in the event of accretion, reliction, or avulsion. J

Except as provided below in section 6 (governing consequences of separate termination of a Subsurface Agreement) and subsection 9.5 (governing division of revenue from certain leases), this Settlement Agreement provides that all subsurface revenues related to, or generated by the exploration, development, production, or other exploitation of, or the lease, sale, or other disposition of, any interest in the Nuiqsut subsurface and the Point Lay subsurface will belong to ASRC or the State, respectively, as the owner of that interest pursuant to Section 3.

ASRC and the State further agree as follows:

1. STATE LEGISLATIVE APPROVAL.

1.1. 1992 Legislative Session.

ASRC and the State will submit this Settlement Agreement to the Second Session of the Seventeenth Alaska Legislature for the Legislature's approval.

1.2. Form of Approval; No Changes Without Mutual Consent.

ASRC and the State will submit a bill to the Legislature approving this Settlement Agreement as set out in Exhibit A. Neither ASRC nor the State will seek changes in the bill without the prior written consent of the other party.

1.3. Effect of Withdrawal of Either Party, Legislative Change, Legislative Approval, or Subsequent Court Invalidation.

(a) This Settlement Agreement will be wholly void and of no effect if either party withdraws from it before the Final Effective Date. After such a withdrawal, either party may seek a judicial declaration as to the validity of, and appropriate orders with respect to, the 1974 Agreement and pursue the claims, counterclaims, and defenses asserted in the two lawsuits cited in the Introduction above. Either party may withdraw, without cause, from this Settlement Agreement before the Final Effective Date by delivering written notice of withdrawal to the other party.

(b) Subject to paragraph 1.3(a), if the bill as set out in Exhibit A (or another bill approving this Settlement Agreement and mutually approved by the Commissioner of Natural Resources and ASRC) becomes law, then thereafter neither the State nor ASRC may seek to enforce the 1974 Agreement or pursue the claims, counterclaims, or defenses asserted in the two lawsuits cited above in the Introduction against each other unless:

(1) the law is adjudged, in a final state or federal court judgment, after all appeals are decided, wholly unconstitutional;

(2) the entirety of this Settlement Agreement is otherwise adjudged, in a final state or federal court

judgment, after all appeals are decided, to be wholly illegal or wholly unenforceable for any reason; or

(3) (i) any conveyance required by this Settlement Agreement, or its subsections 3.1, 3.2, sections 4, 5, 6, 7, 8, 9, or subsection 10.11 (singly or in combination) is determined in a final state or federal court judgment, after all appeals are decided, to be illegal or unenforceable for any reason, and (ii) either the State or ASRC gives written notice to the other that it has elected to rescind this Settlement Agreement within sixty (60) days after all appeals are decided and the judgment becomes final.

(c) The running of any statute of limitations that might bar enforcement of the 1974 Agreement as between the State and ASRC is hereby suspended, until the earliest of: (i) the date when this Settlement Agreement becomes void pursuant to paragraph 1.3(a); (ii) the date when a judgment determining either the law to be wholly unconstitutional as described in subparagraph 1.3(b)(1) or this Settlement Agreement to be wholly illegal or wholly unenforceable as described in subparagraph 1.3(b)(2) becomes final (after all appeals are decided); or (iii) the date on which either the State or ASRC gives notice of rescission of this Settlement Agreement pursuant to subparagraph 1.3(b)(3).

(d) Should a judgment described in subparagraph (1) or (2) or a notice described in subparagraph (3) of paragraph 1.3(b) become final or be given, this Settlement Agreement shall be void and of no effect, and thereafter either party may seek a judicial declaration as to the validity of, and appropriate orders with respect to, the 1974 Agreement and pursue the claims, counterclaims, and defenses asserted in the two lawsuits cited in the Introduction above; provided only that the provisions of paragraphs 1.3(c) and 1.3(e) shall nevertheless be and remain effective.

(e) Should this Settlement Agreement become void as provided in paragraph 1.3(d), the State and ASRC each shall execute and deliver all conveyances and other documents and do all other things necessary or desirable to reconvey interests

conveyed prior to such voidance, to the extent such conveyances were made pursuant to Section 3 of this Settlement Agreement. Reconveyances shall be made subject to Subsurface Agreements and other third-party rights created after the Section 3 conveyance pursuant to this Settlement Agreement, if the third party or party to the Subsurface Agreement is not affiliated with the party that created the interest or executed the Subsurface Agreement, and the rights, estates, and obligations of such third parties shall not be affected or terminated by reason of this Settlement Agreement having become void.

1.4. Dismissal of Litigation.

Within ten (10) days after the Final Effective Date of this Settlement Agreement, ASRC and the State will file in Superior Court a Stipulation for Dismissal in the form set out in Exhibit B.

1.5. Creation of Third-Party Interests While Bill Is Pending.

Neither ASRC nor the State will create or grant any third-party interest in the Nuiqsut subsurface or the Point Lay subsurface before the Final Effective Date of this Settlement Agreement; thereafter, the creation of third party interests and the management of the Nuiqsut subsurface and Point Lay subsurface will be governed by the terms of this Settlement Agreement. However, before the Final Effective Date of this Settlement Agreement, the State may issue permits, rights-of-way, and the like authorizing surface activities or operations in the area, and either the State or ASRC (acting with respect to those oil and gas leases which it now has the right to administer) may authorize assignments of or routine amendments to existing oil and gas leases affecting sections of the Nuiqsut subsurface, so long as these actions do not create a permanent encumbrance with respect to the subsurface and the amendments do not materially alter the terms, conditions, or provisions of existing oil and gas leases.

2. LANDS SUBJECT TO 1991 SETTLEMENT AGREEMENT.

2.1. Submerged Lands and Seacoast Boundaries.

(a) ASRC and the State have been unable to reach agreement as to a specific legal definition of "submerged lands" or as to the boundaries, location, or extent of submerged lands included in the Nuiqsut subsurface or the Point Lay subsurface or as to the proper standards or legal principles or procedures to be applied to determine the existence, boundaries, location, or extent of submerged lands. They also recognize that the boundaries, location, or extent of submerged lands may change because of accretion, reliction, or avulsion. They also realize that the ability of each to lease or exploit or realize benefit from the subsurface would be adversely affected by the possibility that future changes in the boundaries, location, or extent of submerged lands could result in changes in ownership. Therefore, the respective undivided interests as provided for in Section 3 of the State and ASRC in the subsurface in the entirety of each section or portion of a section of land within the Nuiqsut subsurface and the Point Lay subsurface will not change or be altered by virtue of any future changes in the boundaries, location, or extent of submerged lands or uplands within a section or portion of a section of land. Conversely, this Settlement Agreement is not intended to be and may not be construed as, an agreement as to the actual extent, if any, of uplands or submerged lands in any area or section, or as an agreement as to the proper standards or legal principles or procedures to be used to establish the existence of, or the boundary between, uplands and submerged lands in any such area or section.

(b) Each reference in this Settlement Agreement to a "section" that includes any area which may now or hereafter be deemed submerged land under the Beaufort Sea, the Chukchi Sea, or the Kasegaluk Lagoon refers to the square or rectangular area (including any area now or hereafter situated within the Beaufort Sea, the Chukchi Sea, or the Kasegaluk Lagoon) encompassed within

a full square or rectangular section (protracted or projected to the extent it is within the Beaufort Sea, the Chukchi Sea, or the Kasegaluk Lagoon) containing approximately 640 acres.

(c) ASRC forever disclaims and quitclaims to the State any interest it now has or may have in the future in lands beneath the Kasegaluk Lagoon within T2N, R45 and R46W, and T1N, R46W, Umiat Meridian, which interest might derive from application of the doctrine of riparian ownership, whether or not these lands are considered submerged lands under federal law; however, nothing in this subparagraph is intended or shall be interpreted to disclaim or quitclaim to the State any interest in the subsurface within any of the specific sections of the Point Lay subsurface (including lands beneath the Kasegaluk Lagoon) to be conveyed from the State to ASRC under subsection 3.2 of this Settlement Agreement.

(d) The maps attached as Exhibit C (for the Nuiqsut subsurface) and as Exhibit D (for the Point Lay subsurface) are for illustrative purposes; under AS 09.25.040(6), in the event of a need to construe the descriptive part of any conveyance of real property made under this Settlement Agreement, the maps will be subordinate to the language of the conveyance in the event of any conflict with it.

2.2. Current Ownership of Nuiqsut Lands.

(a) The United States has made the following conveyances to ASRC:

- (1) Interim Conveyance No. 110 dated July 18, 1978;
- (2) Interim Conveyance No. 569 dated November 12, 1982;
- (3) Interim Conveyance No. 621 dated January 7, 1983;
- (4) Interim Conveyance No. 1161 dated April 22, 1986;
- (5) Interim Conveyance No. 1406 dated September 20, 1988; and
- (6) Interim Conveyance No. 1501, dated May 9, 1991.

ASRC warrants to the State that it has not created any oil and gas leases or other third-party interests in the **subsurface** of the lands covered by these interim conveyances except, with respect to Interim Conveyance No. 1406, the rights of Kuukpik Corporation under the **Kuukpik Agreement**.

(b) ASRC is entitled under ANCSA to receive from the United States patents to the **subsurface** described in the foregoing interim conveyances and additional interim conveyances, and patents for additional portions of the **Nuiqsut subsurface**. ASRC will not take any action or omit to take any action that might result in it not receiving the interim conveyances and patents to these lands.

(c) The State claims title to all submerged lands within the outermost boundaries of the lands described as the **Nuiqsut subsurface**, and ASRC likewise claims title to, or the right to acquire title to, the **subsurface** in certain of these submerged lands. However, neither the State nor ASRC has agreed as to the effect of Public Land Order 82 (January 22, 1943), 8 Fed. Reg. 1599 (February 4, 1943), or as to a specific legal definition of "submerged lands," or as to the existence, boundaries, location, or extent of submerged lands, or as to the proper standards, legal principles, or procedures to be applied to determine the existence or boundary, location, or extent of submerged lands in any area or section. Additionally, the State or ASRC may hereafter receive patents or interim conveyances from the United States to **Nuiqsut subsurface** within lands covered by one or more or all of the Alaska Native allotment applications described in paragraph 11.12(a), and ASRC may hereafter receive patents or interim conveyances from the United States to **Nuiqsut subsurface** within lands covered by one or more or all of the Alaska Native allotment applications described in paragraph 11.12(b).

(d) The State warrants to ASRC that it has issued only the following oil and gas leases (designated by its Alaska Division of Lands (ADL) numbers) in the **Nuiqsut subsurface**:

ADL No. 25526
ADL No. 25529
ADL No. 25530
ADL No. 356000
ADL No. 356001
ADL No. 356002
ADL No. 356003
ADL No. 356004
ADL No. 356005
ADL No. 365506 (terminated for nonpayment of annual rental
on December 1, 1986)
ADL No. 25535
ADL No. 25536
ADL No. 25537
ADL No. 25539
ADL No. 25556
ADL No. 25540
ADL No. 25541
ADL No. 25554
ADL No. 25555
ADL No. 25560
ADL No. 25561
ADL No. 25562
ADL No. 25563
ADL No. 25577
ADL No. 25578
ADL No. 25579
ADL No. 25596
ADL No. 25597
ADL No. 364466
ADL No. 364468
ADL No. 364469
ADL No. 366201
ADL No. 366202
ADL No. 366203
ADL No. 366204

In addition, the State has created other third party interests in the form of various types of authorizations (such as land or water use permits) with respect to use of or operations on the surface within the Nuiqsut subsurface area.

2.3. Possible Changes Regarding Nuiqsut subsurface.

(a) Native Allotment Applications. The State's and ASRC's percentages in certain sections of the Nuiqsut subsurface may vary dependent upon the ultimate ownership of the subsurface rights in lands covered by certain pending Alaska Native allotment applications. It is possible that in some situations

either the State or ASRC, or in some cases neither the State nor ASRC, will receive a final conveyance from the United States of the subsurface rights in the lands covered by those allotment applications. Exhibit E sets forth the State's and ASRC's percentage ownership for different circumstances resulting from the existence of these Alaska Native allotment applications as described in Exhibit E. A conveyance made pursuant to section 3 from the State to ASRC, or from ASRC to the State, shall use the percentages set forth in Exhibit E that correspond to the appropriate situation as described in Exhibit E.

(b) Kuukpik Overselections. Each of the sections of the Nuiqsut subsurface described in Exhibit E has been selected by Kuukpik Corporation for conveyance of the surface estate from the United States to Kuukpik Corporation pursuant to ANCSA. If such a conveyance is made, ASRC will receive an interim conveyance or patent from the United States under ANCSA to the subsurface of those lands. A possibility exists, however, that the total number of acres within the area selected by Kuukpik Corporation may be determined to exceed the total number of acres to which it is entitled to receive a conveyance of the surface estate from the United States under ANCSA. If a selection by Kuukpik Corporation of the lands available for selection by it in all of any section or in a part of a Final Partial Section described in Exhibit E shall hereafter be rejected or relinquished (so as to terminate the entitlement of Kuukpik Corporation to receive a conveyance of the surface of the lands available for selection by it in that section or part of a section under ANCSA), that section or part of a Final Partial Section, as more fully described in paragraph 11.12(c), as applicable, shall automatically be excluded from the Nuiqsut subsurface and shall not be deemed to be Nuiqsut subsurface for purposes of this Settlement Agreement.

2.4. Current Ownership of Point Lay Lands.

The United States has made conveyances to the State that include **Point Lay subsurface** as described in the following patents and tentative approval decision:

- (a) U.S. Patent No. 50-84-0776 dated September 25, 1984;
- (b) U.S. Patent No. 50-84-0777 dated September 25, 1984;
- (c) U.S. Patent No. 50-84-0778 dated September 25, 1984;
- (d) U.S. Patent No. 50-84-0781 dated September 25, 1984; and
- (e) Tentative Approval Decision dated December 23, 1965.

The State also claims title to all submerged lands within the outer boundaries of the lands described as **Point Lay subsurface**, although neither the State nor ASRC has agreed as to the effect of Public Land Order 82 or as to a specific legal definition of "submerged lands" or as to the existence, boundaries, location, or extent of submerged lands or as to the proper standards, legal principles, or procedures to be applied to determine the existence of or the boundary, location, or extent of submerged lands in any area or section. The State warrants to ASRC that it has not issued any oil, gas, or mineral lease with respect to the **Point Lay subsurface**. The State has, however, created other third party interests in the form of various types of authorizations (such as land or water use permits) with respect to use of or operations on the surface within the **Point Lay subsurface** area.

3. CONVEYANCE OF INTEREST IN LANDS.

3.1. ASRC Conveyances.

(a) Fully Conveyed Sections on Final Effective Date. Within thirty (30) days after the **Final Effective Date** of this Settlement Agreement, ASRC will convey to the State an undivided interest equal to the applicable "State percentage" set out in

Exhibit E in that portion of the Nuiqsut subsurface (without regard to whether that Nuiqsut subsurface is within uplands or within submerged lands) in each Fully Conveyed Section existing as of that date to which ASRC has heretofore acquired title or shall hereafter acquire title before that date, or may thereafter acquire title by virtue of any future change in the boundary, location, or extent of submerged lands or uplands within that section. Within thirty (30) days after the Final Effective Date of this Settlement Agreement, ASRC will execute and deliver to the State a warranty deed as set out in Exhibit G which conveys the applicable State percentage as set out in Exhibit E for that portion of the Nuiqsut subsurface in each Fully Conveyed Section, retaining to ASRC an undivided interest equal to the applicable ASRC percentage as set out in Exhibit E with respect to that portion of the Nuiqsut subsurface in each section.

(b) Sections That Become Fully Conveyed Sections After the Final Effective Date. As to each section of the Nuiqsut subsurface that is not a Fully Conveyed Section on the Final Effective Date of this Settlement Agreement, this Settlement Agreement will also require that when that section becomes a Fully Conveyed Section after the Final Effective Date, ASRC shall convey to the State an undivided interest equal to the applicable State percentage set out in Exhibit E in that portion of the Nuiqsut subsurface (without regard to whether that Nuiqsut subsurface is within uplands or within submerged lands) in that section to which ASRC has acquired title by virtue of an interim conveyance or patent from the United States, or may hereafter acquire title by virtue of any future change in the boundary, location, or extent of submerged lands or uplands in that section. ASRC will execute and deliver to the State a warranty deed as set out in Exhibit G which conveys the applicable State percentage as set out in Exhibit E for that portion of the Nuiqsut subsurface in that section no later than thirty (30) days following the date when that section becomes a Fully Conveyed Section, retaining to ASRC an undivided interest equal to the

applicable ASRC percentage as set out in Exhibit E with respect to that portion of the Nuiqsut subsurface in the section. Notwithstanding the foregoing, however, as to the Final Partial Section, if any, the warranty deed shall not include or describe any portion of the Final Partial Section that is not included in the portion of that section which is deemed to be a Fully Conveyed Section. The applicable State and ASRC percentages set out in Exhibit E shall not be changed as to the portion of a Final Partial Section included in a Fully Conveyed Section by virtue of the exclusion of the remainder of that Final Partial Section from the Nuiqsut subsurface.

3.2. State Conveyances.

(a) Point Lay. Within thirty (30) days after the Final Effective Date of this Settlement Agreement, the State will convey to ASRC an undivided interest equal to the applicable ASRC percentage set out in Exhibit F in the subsurface in all portions of the Point Lay subsurface (without regard to whether that Point Lay subsurface is within uplands or within submerged lands) which the State presently holds title to or acquires title to before that date, or may acquire title to after that date by virtue of any future change in the boundary, location, or extent of submerged lands or uplands within the Point Lay subsurface. Within thirty (30) days after the Final Effective Date of this Settlement Agreement, the State will execute and deliver to ASRC a patent, as set out in Exhibit H, which conveys the applicable ASRC percentage as set out in Exhibit F in those portions of the Point Lay subsurface, retaining to the State an undivided interest equal to the applicable State percentage as set out in Exhibit F with respect to the portion of the Point Lay subsurface in each of these sections.

(b) Nuiqsut.

(1) Fully Conveyed Sections on the Final Effective Date. Within thirty (30) days after the Final Effective Date of this Settlement Agreement, the State will convey to ASRC an undivided interest equal to the applicable ASRC

percentage set out in Exhibit E in all portions of the Nuiqsut subsurface (without regard to whether the Nuiqsut subsurface is within uplands or within submerged lands) in each Fully Conveyed Section existing as of that date to which the State presently holds title or acquires title to before that date, or may acquire title to after that date by virtue of any future change in the boundary, location, or extent of submerged lands or uplands within that section. Within thirty (30) days after the Final Effective Date of this Settlement Agreement, the State will execute and deliver to ASRC a patent as set out in Exhibit H which conveys the applicable ASRC percentage as set out in Exhibit E in those portions of the Nuiqsut subsurface in each of these Fully Conveyed Sections, retaining to the State an undivided interest equal to the applicable State percentage set out in Exhibit E in those portions of the Nuiqsut subsurface in each section.

(2) Sections That Become Fully Conveyed Sections After the Final Effective Date. There may be sections of Nuiqsut subsurface that are not Fully Conveyed Sections on the Final Effective Date of this Settlement Agreement. When that date occurs, this Settlement Agreement will also require that, when a section becomes a Fully Conveyed Section, the State shall convey to ASRC an undivided interest equal to the applicable ASRC percentage set out in Exhibit E in all portions of the Nuiqsut subsurface (without regard to whether that Nuiqsut subsurface is within uplands or within submerged lands) within that section which the State presently holds title to or acquires title to before that date, or may acquire title to after that date by virtue of any future change in the boundary, location, or extent of submerged lands or uplands in that section. The State will execute and deliver to ASRC a patent, as set out in Exhibit I, conveying to ASRC an undivided interest equal to the applicable ASRC percentage, as set out in Exhibit E, in those portions of the Nuiqsut subsurface no later than thirty (30) days following the date when that section becomes a Fully Conveyed Section,

retaining to the State an undivided interest equal to the applicable State percentage, as set out in Exhibit E, in those portions of the Nuiqsut subsurface in that section; however, as to the Final Partial Section, if any, the patent shall not include or describe any portion of the Final Partial Section that is not included within the portion of that section which is deemed to be a Fully Conveyed Section. The applicable State percentage and ASRC percentage set out in Exhibit E shall not be changed as to the portion of any Final Partial Section included in a Fully Conveyed Section by virtue of the exclusion of the remainder of that Final Partial Section from the Nuiqsut subsurface.

3.3. Changes Relating to Submerged Lands.

No change in the boundary, location, or extent of submerged lands or uplands within any section or part of a section of the Nuiqsut subsurface or the Point Lay subsurface will alter, increase, or diminish the percentage of the subsurface owned by ASRC or by the State, respectively, in the Nuiqsut subsurface or the Point Lay subsurface in the land affected by such a change as set out in Exhibits E or F, as applicable.

4. SUBSURFACE AGREEMENTS AFFECTING NUIQSUT SUBSURFACE AND POINT LAY SUBSURFACE; GRANT OF RIGHTS TO EXECUTIVE, RIGHTS AND DUTIES OF EXECUTIVE.

4.1. Grant of Executive Rights.

ASRC, on behalf of itself and its successors and assigns, hereby grants and conveys the Executive Rights to the State as executive with respect to (i) the undivided interests in Point Lay subsurface and Nuiqsut subsurface which are conveyed by the State to ASRC from time to time pursuant to this Settlement Agreement, effective as of the effective date of the conveyance of those respective interests to ASRC, and (ii) the undivided interests in Nuiqsut subsurface retained by ASRC in Fully Conveyed Sections in which ASRC conveys undivided interests to the State from time to time pursuant to this Settlement

Agreement, effective as of the effective date of the conveyance of an undivided interest in the subsurface in those respective Fully Conveyed Sections from ASRC to the State.

4.2. Standard of Performance.

(a) The State shall exercise the Executive Rights granted herein in compliance with the Limited Prudent Landowner Standard, as defined herein, as to the substantive terms and conditions of all Subsurface Agreements and Subsurface Agreement Solicitations to be executed or issued by the State as executive pursuant to this Settlement Agreement. In exercising such Executive Rights, the State shall treat ASRC's interest in the same manner as it treats its own interest and shall not act in a manner intended to benefit itself at the expense of ASRC.

(b) Neither the Limited Prudent Landowner Standard nor any other provision of this Settlement Agreement create a fiduciary duty on the part of the State to ASRC.

4.3. Notice and Consultation; Resolution of Disputes.

(a) Right of ASRC to Review Subsurface Agreements and Subsurface Agreement Solicitations. ASRC will have the right to have its representatives review and make comments or suggestions concerning proposed drafts of Subsurface Agreements and Subsurface Agreement Solicitations proposed to be recommended by the Director to, or executed by, the Commissioner (subject to lawful or, if not required by law, reasonable confidentiality requirements), and to observe any otherwise private negotiations between the State and third parties concerning proposed Subsurface Agreements and Subsurface Agreement Solicitations. The State may in its discretion incorporate ASRC's comments.

(b) Notice of Proposed Action to ASRC; Consultation. The State will consult in good faith with ASRC before the State as executive issues any Subsurface Agreement Solicitation. If a Subsurface Agreement is not preceded by a Subsurface Agreement Solicitation, the State will consult in good faith with ASRC before executing that Subsurface Agreement. In either instance, consultation will occur prior to the Director's recommendation to

the Commissioner, or in the absence of a Director's recommendation, before issuance or execution, as appropriate, by the State as executive. The State may in its discretion incorporate ASRC's comments. At least one hundred and eighty (180) days before execution or issuance of a Subsurface Agreement or Subsurface Agreement Solicitation, the State will deliver to ASRC a written Proposed Action Notice describing in as much detail as is reasonably possible the location of the Nuiqsut subsurface or the Point Lay subsurface involved, and the nature (and, to the extent then known by the State, the proposed terms) of the proposed Subsurface Agreement or Subsurface Agreement Solicitation to be recommended by the Director or executed or issued by the Commissioner, as applicable.

(c) Approval Agreements. ASRC and the State shall endeavor in good faith to agree in a written Approval Agreement upon the substantive terms and conditions of all proposed Subsurface Agreements and proposed Subsurface Agreement Solicitations with respect to which a Proposed Action Notice is given to ASRC. If the State, within six (6) months after the execution of an Approval Agreement, executes or issues a Subsurface Agreement or Subsurface Agreement Solicitation consistent with the substantive terms and conditions of the Approval Agreement, ASRC shall not thereafter have a right to make any claim against the State based on an assertion that the execution or issuance of that Subsurface Agreement or Subsurface Agreement Solicitation failed to comply with the standard set forth in paragraph 4.2(a) of this Settlement Agreement, and ASRC shall be held to have agreed that such execution or issuance was in compliance with the standard set forth in paragraph 4.2(a) hereof.

(d) Failure to Agree; Action Notice. Unless an Approval Agreement with respect to a Proposed Action Notice has already been executed, the State will give a written Action Notice to ASRC by certified mail, return receipt requested, no sooner than twenty-five (25) days after giving the Proposed

Action Notice but at least fifteen (15) days before the Director makes a recommendation to the Commissioner for execution or issuance of (or, in the absence of a recommendation by the Director, before the execution or issuance by the Commissioner of) any Subsurface Agreement or Subsurface Agreement Solicitation referred to in the Proposed Action Notice. The Action Notice will describe the Nuiqsut subsurface or the Point Lay subsurface involved and will set forth in detail the substantive terms and conditions of the proposed Subsurface Agreement or Subsurface Agreement Solicitation.

(e) Protest Notice; Effect of Failure to Protest.

ASRC may, within ten (10) days after receipt of an Action Notice, give a written Protest Notice to the State by certified mail, return receipt requested. The Protest Notice shall state in reasonable detail ASRC's objections to substantive terms and conditions of the proposed Subsurface Agreement or Subsurface Agreement Solicitation described in the Action Notice, and shall request that the dispute be referred to a Qualified Independent Consultant. If ASRC does not give a Protest Notice to the State within ten (10) days after receipt of an Action Notice, and if the State executes or issues a Subsurface Agreement or Subsurface Agreement Solicitation consistent with the Action Notice within six (6) months of ASRC's receipt of the Action Notice, ASRC shall not thereafter have a right to make any claim against the State based on an assertion that the execution or issuance of that Subsurface Agreement or Subsurface Agreement Solicitation failed to comply with the standard set forth in paragraph 4.2(a) of this Settlement Agreement, and ASRC shall be held to have agreed that such execution or issuance was in compliance with the standard set forth in paragraph 4.2(a) hereof.

(f) Referral of Protests to Qualified Independent Consultant. If ASRC timely gives a Protest Notice with respect to an Action Notice, the protest shall be referred to a Qualified Independent Consultant to be selected by random drawing. The random drawing shall be effected promptly, and in any event

within five (5) days after delivery of the Protest Notice, and shall be conducted in the presence of representatives of the State and ASRC. The names of all the Qualified Independent Consultants who are then members of the Consultant Group shall be placed on identical cards in a covered container, and one name shall be drawn at random from it to select the Qualified Independent Consultant to whom the Protest Notice shall be referred. If the Qualified Independent Consultant so selected is not available (or becomes unavailable for any reason after selection but before rendering a Consultant Opinion), then the Protest Notice shall be assigned promptly to another Qualified Independent Consultant selected by random drawing as described above, and so on, until a Qualified Independent Consultant has been selected who renders a Consultant Opinion with respect to the Protest Notice.

(g) Deferral of Decision Pending Consultant Opinion.

If ASRC timely gives a Protest Notice with respect to a proposed Subsurface Agreement or Subsurface Agreement Solicitation described in an Action Notice, the State will take no further action with respect to the same until a written Consultant Opinion has been issued by a Qualified Independent Consultant to whom the Protest Notice has been referred.

(h) Qualifications, Selection, Removal, and Replacement of Qualified Independent Consultants.

(1) Establishment of Consultant Group. The Consultant Group shall initially consist of and include the following six (6) persons, each of whom shall be a Qualified Independent Consultant:

Cass Arley
3108 Wentworth
Anchorage, Alaska 99508

Harry Jamison
P. O. Box 4666
Sun River, Oregon 99707

Marv Mangus
1045 East 27th Avenue
Anchorage, Alaska 99508

Tom Marshall
1569 Birchwood
Anchorage, Alaska 99508

Fritz Nagel
6442 Geronimo Circle
Anchorage, Alaska 99504

Tom Wilson
766 Dos Hermanos Road
Santa Barbara, California 93111

(2) "Independent" Defined. A person shall not be deemed to be "independent" from the State and ASRC if that person is an employee, officer, director or elected official of the State or any agency, bureau, or department of the State or of ASRC or any subsidiary of ASRC or other person controlled by ASRC or a shareholder of ASRC or if that person is engaged as an agent, consultant, or independent contractor to provide services to or perform services for the State or any agency, bureau or department of the State or ASRC or any subsidiary of ASRC or other person controlled by ASRC; however, the engagement of a member of the Consultant Group to render a Consultant Opinion with reference to a dispute between ASRC and the State under this subsection 4.3 shall not cause that member to cease to be "independent."

(3) Removal of Qualified Independent Consultants. By written agreement, the State and ASRC can, at any time or times, remove any person from the Consultant Group and substitute another person as a member of the Consultant Group. Further, if at any time a member of the Consultant Group is not independent from both the State and ASRC, then either the State or ASRC shall have the right, by giving written notice to the other, to remove that member from the Consultant Group.

(4) Replacement of Qualified Independent Consultants. If at any time any member of the Consultant Group

shall decline to serve as a member of the Consultant Group, shall be removed, or shall resign or otherwise become unavailable to serve as a member of the Consultant Group, then upon written request given by the State or ASRC to the other, the State and ASRC shall endeavor to agree in writing upon a replacement. If agreement is not reached within fifteen (15) days after delivery of the request, then at any time thereafter, before a replacement has been named by agreement of the State and ASRC, either the State or ASRC may give written notice to the remaining members of the Consultant Group and require that those remaining members, by majority vote, select and name a replacement. Any replacement so named shall be, as determined in the good faith judgment of a majority of the remaining members, independent from both the State and ASRC and qualified by training and experience to render opinions as to whether a proposed **Subsurface Agreement** or **Subsurface Agreement Solicitation** complies with the standard set forth in paragraph 4.2(a) of this Settlement Agreement. At any time, the State and ASRC may, by written agreement, either increase or decrease the number of members of the Consultant Group, in which event the agreement shall specify, as applicable, the existing member or members to be removed from the Consultant Group or the additional persons to be added to the Consultant Group.

(5) Confidentiality. The State and ASRC may each require that any **Qualified Independent Consultant** execute a confidentiality agreement agreeing to observe reasonable confidentiality restrictions with respect to any data or information provided by the State or ASRC, respectively, to the **Qualified Independent Consultant**, including any confidentiality restrictions imposed by law with respect to data or information provided by the State.

(6) Liability of Qualified Independent Consultants. No **Qualified Independent Consultant** shall have any liability whatsoever to the State or ASRC for an opinion expressed in good faith in a **Consultant Opinion**, regardless of

whether the opinion may thereafter be determined to be correct or incorrect. No Qualified Independent Consultant shall be rendered ineligible for future employment by either ASRC or the State by reason of serving as a Qualified Independent Consultant or rendering a Consultant Opinion. Any Qualified Independent Consultant may accept employment in any matter if tendered by the State or ASRC, subject only to the right of the State or ASRC to remove that Qualified Independent Consultant from the Consultant Group pursuant to subparagraph 4.3(h)(3) above.

(7) Payment of Qualified Independent Consultant's Fees and Expenses. ASRC shall pay the reasonable fees and expenses of each Qualified Independent Consultant to whom a Protest Notice is referred for rendition of a Consultant Opinion. If, however, the Consultant Opinion concludes that the execution or issuance of the proposed Subsurface Agreement or Subsurface Agreement Solicitation described in the State's Action Notice would not be in compliance with the standard set forth in paragraph 4.2(a) of this Settlement Agreement, the State shall reimburse ASRC for the reasonable fees and expenses of each Qualified Independent Consultant to whom that Protest Notice was referred.

(i) Procedures Before Qualified Independent Consultant. ASRC and the State shall be entitled to provide any written information or materials they desire and to have their representatives, economists, geologists, and other consultants and experts make oral presentations to the Qualified Independent Consultant to whom a Protest Notice is referred. Copies of all documentary information, written arguments, or other materials of whatever nature presented to the Qualified Independent Consultant by either ASRC or the State shall be served on the other party. Either the State or ASRC may impose reasonable confidentiality restrictions on any confidential material thus served on the other party. There will be no ex parte communications by the State or ASRC with the Qualified Independent Consultant. The State and ASRC shall each have the right to be present when oral

presentations are made to the Qualified Independent Consultant, and these oral presentations shall be recorded by the Qualified Independent Consultant. Subject to such confidentiality restrictions as are imposed under subparagraph 4.3(h)(5) above, the Qualified Independent Consultant shall also have the right to consult with others and to make whatever other investigations and inquiries as the Qualified Independent Consultant sees fit to assist in formulating the Consultant Opinion. The Qualified Independent Consultant shall preserve a complete record of all documentary information, written and oral arguments and presentations, and other information, data, and opinions or materials considered by the Qualified Independent Consultant in formulating the Consultant Opinion.

(j) Consultant Opinion and Timeliness. Except in response to a direct request for information from the Qualified Independent Consultant, neither the State nor ASRC may present information to the Qualified Independent Consultant after day fifteen (15) following the day the Qualified Independent Consultant receives referral of the Protest Notice pursuant to paragraph 4.3(f). A Qualified Independent Consultant to whom a Protest Notice is referred shall deliver a written Consultant Opinion to the State and ASRC within twenty (20) days after the date on which the Qualified Independent Consultant receives written notice from either ASRC or the State of the referral of the Protest Notice to that Qualified Independent Consultant pursuant to subparagraph 4.3(f). The Consultant Opinion shall explain whether, in the opinion of the Qualified Independent Consultant, the execution or issuance by the State, as executive, of the proposed Subsurface Agreement or Subsurface Agreement Solicitation described in the Action Notice which is the subject of ASRC's Protest Notice would be in compliance with the standard set forth in paragraph 4.2(a) of this Settlement Agreement.

(k) Effect of Consultant Opinion Upholding Proposed Action by Executive. If a Consultant Opinion concludes that the execution or issuance by the State as executive of a proposed

Subsurface Agreement or Subsurface Agreement Solicitation would be in compliance with the standard set forth in paragraph 4.2(a) of this Settlement Agreement, and the State within six (6) months thereafter executes or issues a Subsurface Agreement or Subsurface Agreement Solicitation consistent with the Consultant Opinion, then ASRC shall not thereafter have a right to make any claim against the State based on an assertion that the execution or issuance of that Subsurface Agreement or Subsurface Agreement Solicitation failed to comply with the standard set forth in paragraph 4.2(a) of this Settlement Agreement, and ASRC shall be held to have agreed that such execution or issuance was in compliance with the standard set forth in paragraph 4.2(a) hereof.

(1) Effect of Consultant Opinion Not Upholding the Executive. If a Consultant Opinion concludes that the execution or issuance by the State as executive of a proposed Subsurface Agreement or Subsurface Agreement Solicitation would not be in compliance with the standard set forth in paragraph 4.2(a) of this Settlement Agreement, the State shall nevertheless have the power as executive to execute or issue that proposed Subsurface Agreement or Subsurface Agreement Solicitation and thereby bind both the State and ASRC as owners of the Nuiqsut subsurface or the Point Lay subsurface involved; however, ASRC shall have the right, subject to any applicable statute of limitations, to institute suit against the State in a state superior court to recover any damages that may have been suffered by ASRC as a result of the failure of any of the substantive terms and conditions of that Subsurface Agreement or Subsurface Agreement Solicitation to which ASRC objected in its Protest Notice to comply with the standard set forth in paragraph 4.2(a) of this Settlement Agreement. If a suit is filed, the court shall give effect to the determination of the Qualified Independent Consultant in the Consultant Opinion that the State's action in executing or issuing the Subsurface Agreement or Subsurface Agreement Solicitation failed to comply with the standard set

forth in paragraph 4.2(a) of this Settlement Agreement, unless the court determines, based solely on a review by the court of the record compiled by the Qualified Independent Consultant as required in paragraph 4.3(i) (rather than in a *de novo* trial of the issue), that the decision of the Qualified Independent Consultant in the Consultant Opinion was arbitrary and capricious or contrary to applicable law. If the state superior court sustains the Consultant Opinion of the Qualified Independent Consultant, it shall proceed to determine (in a *de novo* trial of the issue) the amount of the damages, if any, that have been suffered by ASRC as a result of the failure of any of the substantive terms and conditions of the Subsurface Agreement or Subsurface Agreement Solicitation to which ASRC objected in its Protest Notice to comply with the standard set forth in paragraph 4.2(a) of this Settlement Agreement.

(m) Unauthorized Action by Executive. If the execution or issuance by the State as executive of a Subsurface Agreement or Subsurface Agreement Solicitation is an Unauthorized Action as defined in subsection 11.30 of this Settlement Agreement, then ASRC shall have the right, subject to any applicable statute of limitations, to institute suit against the State in a state superior court; and, if ASRC shall establish in that suit (in a *de novo* trial of the issue) that substantive terms and conditions of that Subsurface Agreement or Subsurface Agreement Solicitation did not comply with the standard set forth in paragraph 4.2(a) of this Settlement Agreement, ASRC shall have the right to recover any damages that were suffered by it as a result of such failure of the State to comply with the standard set forth in paragraph 4.2(a) of this Settlement Agreement. A suit by ASRC under this paragraph shall not affect the rights of a lessee or other third party under a Subsurface Agreement that has been executed by the State in exercise of the Executive Rights granted in this Settlement Agreement. The fact that execution or issuance by the State as executive of a Subsurface Agreement or Subsurface Agreement Solicitation is an Unauthorized

Action as defined in subsection 11.30 of this Settlement Agreement shall not invalidate any Subsurface Agreement executed by the State as executive in exercise of the Executive Rights granted in this Settlement Agreement.

4.4. Subsurface Agreements to Be in Writing.

Any Subsurface Agreement affecting the Nuiqsut subsurface or the Point Lay subsurface which the State executes as executive will be void and unenforceable unless in writing. The State shall deliver a copy of it to ASRC within ten (10) days of its execution.

4.5. Effect of Confidentiality Provisions in Subsurface Agreements.

In accepting delivery of a copy of a Subsurface Agreement, ASRC agrees to be bound by whatever lawful or, if not required by law, reasonable requirements of confidentiality exist in the Subsurface Agreement between the State and the third party; however, no confidentiality agreement shall prohibit ASRC from introducing in evidence whatever information concerning the Subsurface Agreement that may be necessary or appropriate to prove the nature of the action taken by the State in a suit filed by ASRC which is authorized under the provisions of paragraph 4.3(1) or 4.3(m).

4.6. Powers of Executive Following Execution and Delivery of Subsurface Agreement.

After execution and delivery of a Subsurface Agreement by the State, except only as specifically provided in subsection 5.2 below, the State shall have no right, power or duty as executive to negotiate or execute any amendment or change of or with respect to that Subsurface Agreement insofar as to the interests of ASRC in the subsurface covered or affected by that Subsurface Agreement. Rather, subject only to subsection 5.2 below, ASRC shall have sole responsibility for and the right and power to negotiate and execute any amendment or supplement of or with respect to that Subsurface Agreement insofar only as to the interests of ASRC in the subsurface covered or affected by that

Subsurface Agreement; and the State shall have sole responsibility for and the right and power to negotiate and execute any amendment or supplement of or with respect to that **Subsurface Agreement** insofar only as to the interests of the State in the **subsurface** covered or affected by that **Subsurface Agreement**.

4.7. Direct Payment of Subsurface Revenues.

Without the prior written consent of ASRC, the State will not accept payment or delivery of any **subsurface revenues** paid or payable for or becoming due under any **Subsurface Agreement** negotiated or executed by the State in exercise of its **Executive Rights** hereunder if the **subsurface revenue** is attributable to the ASRC percentage interest in the **Nuiqsut subsurface** or the **Point Lay subsurface**. The State shall include in each **Subsurface Agreement** the requirement that all **subsurface revenues** attributable to the ASRC percentage interest be paid directly to ASRC as provided for in subsection 5.1, unless ASRC gives other written directions as to payment. If either the State or ASRC receives **subsurface revenues** attributable to the interest of the other, those **subsurface revenues** shall be held in trust and promptly paid over or delivered to the proper party. An exception to the direct payment requirement of this subsection may be made for bid deposits as set forth in subsection 5.1.

4.8. No Duty of State to Conduct Operations.

The State shall have no duty to ASRC to conduct or perform geological or geophysical studies or surveys or to conduct, perform, or supervise exploration, testing, drilling, mining, development, production, marketing, or other operations on or with respect to any portion of the **Nuiqsut subsurface** or the **Point Lay subsurface**. The parties intend that the State shall discharge its obligations under this agreement solely by issuing **Subsurface Agreement Solicitations** and by entering into **Subsurface Agreements** with third parties and shall not be obligated to undertake exploration, development, production, or marketing directly or for the account of ASRC.

4.9. Separate Rights of ASRC and State to Enforce Subsurface Agreements and to Protect Subsurface Interests.

The State shall have no right, authority, power, obligation, or duty to ASRC to enforce the termination provisions concerning an ASRC interest, or the obligations, duties, or covenants of any third party concerning an ASRC interest under or in connection with any Subsurface Agreement authorized herein and shall have no liability as executive to ASRC for failure or refusal by any third party to perform or observe termination provisions, or obligations, duties, or covenants. With respect only to its undivided interests, after execution of any Subsurface Agreement authorized herein, ASRC shall have the right and responsibility in its own discretion to enforce directly any termination provisions, obligations, duties, or covenants, express or implied, undertaken by or imposed by virtue of such Subsurface Agreement with respect only to ASRC's interests, subject only to the provisions of subsection 5.2 (if applicable); and (likewise subject to the provisions of subsection 5.2, if applicable) the State shall have like rights and responsibilities acting solely in its own behalf as owner of its undivided interests. In any instance where there is a potential drainage of oil or gas from the Nuiqsut subsurface or the Point Lay subsurface that may affect the rights of ASRC or the State in that subsurface, the State, acting in its own behalf and with respect to its interests in that subsurface, shall have the right to seek to prevent the drainage by causing development to take place by third parties pursuant to any applicable Subsurface Agreement or by petitioning the Alaska Oil and Gas Conservation Commission under AS 31.05 and 20 AAC 25 (or any other applicable statutes and regulations currently in effect or hereafter enacted). Likewise, ASRC, acting in its own behalf and with respect to its interests in the subsurface, shall have the independent right to seek to prevent such drainage by causing development to take place by third parties pursuant to any

applicable **Subsurface Agreement** or by petitioning the Alaska Oil and Gas Conservation Commission for such protection and orders as may be issued under AS 31.05 and associated regulations (or any other applicable statutes and regulations currently in effect or hereafter enacted).

4.10. Interests Included in Lease.

Any lease or other **Subsurface Agreement** authorized hereby may, as determined by the State:

(a) cover oil only, gas only, or any other mineral (limited to minerals included in the **subsurface**) only, or any two or more of these substances,

(b) cover all depths or be limited to a particular stratum or strata,

(c) cover one or more areas of differing sizes, and

(d) cover areas that are not contiguous, but subject to subsection 4.14 below.

4.11. Kuukpik Corporation Consents.

(a) The State shall endeavor to obtain any consents required under the **Kuukpik Agreement** that are necessary for the exploration and development of the **subsurface** and production of oil, gas, or other minerals pursuant to any **Subsurface Agreement** executed by the State as executive, if, and to the extent that the **Kuukpik Agreement** is valid, enforceable, and applicable; and the State shall also endeavor to obtain any consent required under section 14(f) of ANCSA, if applicable. ASRC will likewise exercise its best efforts to obtain Kuukpik Corporation's consent, if its consent is necessary; but ASRC shall not be liable or responsible to the State for failure or inability to obtain this consent, and shall have no obligation to pay or agree to pay any consideration to obtain this consent. Likewise, the State shall not be obligated to pay any consideration for any required consent or be liable to ASRC for any diminution in value of any of ASRC's undivided interest in the **Nuiqsut subsurface** due to the State's failure or inability to obtain a requisite consent; nor shall a failure to do so be deemed not to comply

with the standard set forth in paragraph 4.2(a) of this Settlement Agreement. Nor shall the State be required to lease or contract with respect to all or part of any section of land that includes subsurface for which consent was lawfully required but could not be obtained by the State in accordance with this Settlement Agreement. The State shall not have the right or power to commit ASRC to pay any consideration to Kuukpik Corporation for any consent required or asserted to be required under the Kuukpik Agreement or under section 14(f) of ANCSA or to grant or assign or commit ASRC to grant or assign to Kuukpik Corporation any interest in ASRC's interests in Nuiqsut subsurface or Point Lay subsurface or any subsurface revenues from them or attributable to them as consideration for or to induce Kuukpik Corporation to grant any consent required or asserted to be required under the Kuukpik Agreement or under section 14(f) of ANCSA without ASRC's prior written consent. Subject to paragraph 4.11(b), nothing in this Settlement Agreement is intended or shall be construed as an acknowledgment or agreement that the consent of Kuukpik Corporation is required for any particular activity.

(b) Each of ASRC and the State covenants and agrees that unless Kuukpik Corporation or any authorized representative of Kuukpik Corporation (i) contests or attacks the validity or legality of this Settlement Agreement or of the law approving this Settlement Agreement referred to in section 1 hereof, or (ii) opposes the adoption by the Legislature or the approval by the Governor of the bill approving this Settlement Agreement referred to in section 1 hereof, then neither ASRC nor the State shall at any time question, deny, or contest the validity or legality of any term or provision of the Kuukpik Agreement insofar as to any portion of the Nuiqsut subsurface therein provided to be covered or affected thereby. However, nothing in this paragraph is intended or shall be construed to limit or in anywise affect the right of ASRC and the State, and either of them, to assert and maintain any position as to the appropriate

and intended meaning, interpretation, construction, or effect of any term or provision of the Kuukpik Agreement.

4.12. Designated Party for Notices.

In the event that ASRC conveys or assigns any of its undivided interest in the Nuiqsut subsurface or the Point Lay subsurface to one or more third parties under subsection 7.3 of this Settlement Agreement, ASRC and the one or more third parties shall be required to designate one party to receive and deliver all communications hereunder, including, but not limited to, notices, agreements, and protests under subsection 4.3 hereof; in the absence of a designation the State shall be entitled to deliver and receive communications solely with ASRC as the designated party to receive notices. In no event will the State be required to communicate both with ASRC and with other parties under this Settlement Agreement. Notices, agreements, or protests to or from the designated party shall constitute notices, agreements, and protests to and from ASRC and the third parties.

4.13. Waiver of Partition.

Both ASRC and the State are co-owners of the Nuiqsut subsurface and the Point Lay subsurface and recognize that circumstances may arise under subsection 6.1 or paragraph 7.3(a) whereby the parties each may own and independently negotiate and execute Subsurface Agreements covering their undivided interest only in portions of the subsurface, and it is not in the interest of the parties that their undivided interests be subject at any time to compulsory or involuntary partition. Therefore, the parties expressly waive any right to seek partition, and agree that partition may not be imposed as a remedy under any circumstance with regard to this Settlement Agreement or the Nuiqsut subsurface or the Point Lay subsurface or any part of or interest in it.

4.14. No Outside Acreage in Leases; No Communitized Leases.

The State as executive shall not have the right, power, or obligation to grant any oil, gas, or mineral lease or other **Subsurface Agreement** covering any part of ASRC's interest in the **Nuiqsut subsurface** or **Point Lay subsurface** and additionally covering any part of or any interest in additional lands that are not included in the **Nuiqsut subsurface** or in the **Point Lay subsurface**, as applicable. Further, the inclusion in one lease or **Subsurface Agreement** of interests in two or more sections of **Nuiqsut subsurface** or **Point Lay subsurface** in which the State and ASRC have varying undivided percentage interests shall not result in communitizing or pooling the interests of the State and ASRC in **subsurface revenues** under that lease or **Subsurface Agreement** from or attributable to such respective sections of **Nuiqsut subsurface** or **Point Lay subsurface**. Notwithstanding Section 14(g) of ANCSA, from and after the **Final Effective Date** of this Settlement Agreement, the royalty payable under any oil and gas lease covering any part or parts of the **Nuiqsut subsurface** issued before that date shall not be pooled or communitized. Oil or gas produced from any particular section or part of a section covered by any such lease shall be owned by the person or persons who own the **subsurface** in that particular section or part of a section, without regard to ownership of the **subsurface** in any other section or part of a section covered by that lease. The oil and gas is not shared with owners of the **subsurface** in any other section or part of a section of the land that may be contained in that lease. Thus, for example, any oil or gas produced after the **Final Effective Date** of this Settlement Agreement from a section of **Nuiqsut subsurface** in which the State and ASRC then own undivided interests in the **subsurface** as set out in Exhibit E shall be owned by the State and ASRC in proportion to their respective undivided interests in the **Nuiqsut subsurface** in that particular section without regard to the ownership of other sections or parts of sections that may be contained in that particular lease.

4.15. Nuiqsut Subsurface Outside Fully Conveyed Sections.

The State as executive shall not have the right, power, or obligation to grant any oil, gas, or mineral lease or other **Subsurface Agreement** covering, or to exercise any power or authority as holder of executive rights under this Settlement Agreement with respect to, any part of or interest in the **Nuiqsut subsurface** in any section listed in Exhibit E before the date when that section becomes a **Fully Conveyed Section**. Until a section of **Nuiqsut subsurface** listed in Exhibit E has become a **Fully Conveyed Section**, no oil, gas, or mineral lease or other **Subsurface Agreement** or grant of any third party rights covering or affecting any interest in **Nuiqsut subsurface** in that section shall be made or granted by either the State or ASRC without the joint and mutual approval and consent in writing of both ASRC and the State; however, the State may grant or create other third party interests in the form of various types of authorizations (such as land or water use permits) with respect to use of or operations on the surface within any such section.

5. MINIMUM COVENANTS REQUIRED IN ALL SUBSURFACE AGREEMENTS.

Certain minimum covenants, described below, shall be part of and shall be deemed to be included in any **Subsurface Agreement** executed by the State as executive affecting the **Nuiqsut subsurface** or **Point Lay subsurface**:

5.1. Direct Payment Covenant.

Whenever the State as executive enters into any **Subsurface Agreement** of any kind with any person which concerns ASRC's interest in the **Nuiqsut subsurface** or **Point Lay subsurface**, then in that **Subsurface Agreement** that person will expressly agree and covenant for itself and its successors and assigns to pay in money or in product, as applicable, any and all **subsurface revenues** attributable to the undivided interest owned by ASRC, and payable for or becoming due under the **Subsurface Agreement**, directly to ASRC, with payment in product to be delivered at the location provided for in the **Subsurface Agreement** and with monetary payments to be made to ASRC at

Arctic Slope Regional Corporation
(1230 Agvik Street)
P. O. Box 129
Barrow, Alaska 99723
Attention: President

or at such other address as the ASRC President or any Vice President of ASRC may notify the person of in writing.

Notwithstanding the foregoing provisions of this subsection, however, when the State enters into an agreement with a prospective bidder or bidders at a competitive lease sale or other bidding arrangement concerning offers or bids to enter into a **Subsurface Agreement** with the State as executive for the **Nuiqsut subsurface** or **Point Lay subsurface** under the terms of which arrangement bid deposits are required to be refunded to unsuccessful bidders, the agreement may provide that all of these bid deposits are to be paid to the State; however, each bid deposit will be held by the State in escrow pending its refund or acceptance of the related bid and the applicable ASRC percentage of each bid deposit that is not required to be refunded to the bidder shall constitute trust funds in the hands of the State and shall promptly be paid over by the State to ASRC when a determination is made that the bid deposit is not required to be refunded to the bidder.

5.2. Royalty Valuation.

Notwithstanding the provisions of subsections 4.6, 4.9, and 5.1 of this Settlement Agreement, each **Subsurface Agreement** (if any there be) executed by the State as executive that includes a provision empowering or authorizing the **Commissioner** or the State to determine or establish the monetary value, or the minimum monetary value, of any share of oil, gas, or other substance payable to the State as royalty or otherwise pursuant to that **Subsurface Agreement** (as distinguished from calculating the monetary value solely by reference to specific objective factors described or provided for in the **Subsurface Agreement**) shall provide that if the monetary value, or the minimum monetary value, of any share of oil, gas, or other substance payable to

the State or payable to the State and ASRC under the Subsurface Agreement is, under the terms of the Subsurface Agreement, determined or established by the Commissioner or the State, then such determination or establishment shall be made solely by the Commissioner or by the State, as applicable (and not by ASRC or any of its officers), and shall be effective to establish the monetary value or minimum monetary value (as applicable) of the share of the oil, gas, or other substance payable both to ASRC and to the State under the applicable provisions of the Subsurface Agreement. If the Commissioner or the State determines, or agrees with the third person involved, that the monetary value, or minimum monetary value, of the share of oil, gas, or other substance payable to the State under a Subsurface Agreement is not required or permitted to be, or should not be, determined or established by the Commissioner or the State under the terms of that Subsurface Agreement, the decision of the Commissioner or the State in making such determination or agreement shall be binding upon ASRC, and ASRC shall not have the right to require that the monetary value, or minimum monetary value, of the ASRC percentage share of the oil, gas, or other substance payable to ASRC under that Subsurface Agreement be determined or established by the Commissioner or the State unless the Commissioner or the State shall thereafter change such determination or agreement with reference to determining or establishing the monetary value, or minimum monetary value, of the State percentage share of the oil, gas or other substance payable to the State under that Subsurface Agreement. Subject to the provisions of the last preceding sentence, if the State shall become involved in litigation or arbitration proceedings with a person holding a Subsurface Agreement involving a dispute whether the terms of the Subsurface Agreement require or permit the Commissioner or the State to determine or establish the monetary value, or the minimum monetary value, of the share of the oil, gas, or other substance payable to the State or ASRC under that Subsurface Agreement, the State shall notify ASRC of those

proceedings, and ASRC shall have the right to intervene and participate in the proceedings with reference to that dispute.

Neither the Commissioner nor the State shall have any liability to ASRC for or with respect to a decision made by the Commissioner or the State in fixing or determining the monetary value, or minimum monetary value, of the share of oil, gas, or any other substance payable to ASRC and to the State pursuant to any Subsurface Agreement or for a determination or agreement made by the Commissioner or the State that the Commissioner or the State is not required or permitted to, or should not, establish or determine the monetary value, or the minimum monetary value, of any oil, gas or other substances payable to ASRC and the State under the terms of a Subsurface Agreement.

5.3. Other Covenants.

Whenever the State as executive enters into a Subsurface Agreement with any person that concerns the Nuiqsut subsurface or the Point Lay subsurface, then in that Subsurface Agreement the person will expressly agree and covenant for itself, and its successors and assigns, with respect to that Subsurface Agreement and that Nuiqsut subsurface or Point Lay subsurface and the operations and activities of that person on it and in connection with it, to:

(a) file jointly with ASRC and the State all logs, geological and geophysical surveys taken, a description of all tests run for each well drilled on the leased area, and a plat showing the exact location of each well, within thirty (30) days after each well or survey has been completed, suspended, or abandoned; and, after conducting seismic exploration on the leased area, to provide both to ASRC and to the State the same notification and review privileges as is required to be provided to the State under 11 AAC 91.210 or other applicable regulations hereafter adopted;

(b) exercise reasonable diligence in mining, and in drilling, producing, and operating oil and gas wells;

(c) upon discovery of minerals, including oil or gas, in quantities sufficient to recover reasonable costs of mining, or in the case of oil or gas to recover reasonable costs of drilling, completing, and operating additional

well(s) in the same geological structure at other locations with a reasonable profit to the operator, expand the mining operation or drill such additional wells as a reasonable and prudent operator would;

(d) perform all operations with due care and in a good and workmanlike manner in accordance with modern methods and practices with due regard for the prevention of waste, and for the prevention (in the case of oil and gas) of water drainage to the oil- and gas-bearing sands or strata and to the preservation and conservation of the property for future productive operations, and to carry out at the person's expense all orders and requirements of public officials relative to the prevention of waste and to the preservation of the subsurface area subject to the Subsurface Agreement;

(e) securely plug in an approved manner any oil or gas well before abandoning it;

(f) drill such wells as a reasonable and prudent operator would drill to protect the premises from drainage of hydrocarbons;

(g) use modern geological and geophysical techniques in exploration and development;

(h) cause any identified commercial deposits or reservoirs to be reasonably developed and produced;

(i) subscribe to reasonable cooperative or unit agreements proposed by the State or ASRC, or otherwise legally imposed, provided that no voluntary pooling or unit agreement may be entered into without the written consent of each of ASRC and the State with respect to their respective interests;

(j) keep open for inspection and audit at all reasonable times all mines, wells, improvements, machinery, reports, and records relative to operations, surveys, or investigations, and furnish copies of and extracts from any such reports or records on demand, subject to reasonable confidentiality requirements;

(k) allow ASRC the option to take its ASRC percentage of the royalties or other interest in production in money (measured by such valuation provisions as are contained in the lease or other Subsurface Agreement applicable both to the interests of the State and of ASRC, or, in the absence of such provisions, measured by fair market value) or in product after proper notice as provided for in the Subsurface Agreement whether or not the State elects to do so, and provide further that all agreements for the sale or

mortgage or other disposition of an interest in oil, gas, or other minerals shall be made subordinate to these rights to take such royalty share of production in kind;

(l) allow ASRC to have the right to enforce all the terms of the Subsurface Agreement (whether express or implied) directly on its own behalf and with respect only to ASRC's undivided interests in subsurface covered thereby, including any provision allowing termination of the Subsurface Agreement for a breach of its terms, whether or not the State elects to do so with respect to the undivided interests of the State in that subsurface;

(m) allow ASRC to have the right to petition the Commissioner of Natural Resources or the Alaska Oil and Gas Conservation Commission for such unitization orders and other protections as may be allowed by law; and

(n) acknowledge and agree that the applicable terms of this Settlement Agreement are incorporated by reference.

6. SUSPENSION OF THE EXECUTIVE RIGHTS.

6.1. Suspension of the Executive Rights.

(a) Suspension of the Executive Rights for Refusal of the State to Act. At any time when ASRC believes that the State would be required by the Prudent Landowner Standard to issue a Subsurface Agreement Solicitation or execute a Subsurface Agreement with respect to any portion of the Nuiqsut subsurface or the Point Lay subsurface, ASRC may give written notice to the State identifying the portion of the subsurface involved and requesting that the State as executive issue or execute an appropriate Subsurface Agreement Solicitation or Subsurface Agreement with respect to that portion. If the State refuses to issue or execute a Subsurface Agreement Solicitation or Subsurface Agreement in response to ASRC's request, the State shall inform ASRC in writing whether (i) that refusal is based upon a conclusion by the State that the issuance or execution thereof would not be required under the Prudent Landowner Standard or (ii) that refusal is based upon a public interest determination or finding by the State that the State, in application of the Limited Prudent Landowner Standard to its conduct as holder of the Executive Rights, is prevented from

complying with the Prudent Landowner Standard with reference to issuance or execution of a Subsurface Agreement Solicitation or Subsurface Agreement as requested by ASRC because of its duties and obligations as sovereign or because of applicable federal or state statutes, regulations, and constitutional provisions. If the State's refusal to issue or execute a Subsurface Agreement Solicitation or Subsurface Agreement is based upon a public interest determination or finding as described in clause (ii) of the last preceding sentence, then ASRC shall have the right, at its election and at any time prior to the issuance or execution by the State as executive of a Subsurface Agreement Solicitation or Subsurface Agreement covering the subject portion of the subsurface, to give written notice to the State suspending the Executive Rights as to the portion of the subsurface as to which ASRC had requested that the State issue or execute a Subsurface Agreement Solicitation or Subsurface Agreement. Said notice shall describe the portion of the subsurface as to which the Executive Rights are to be suspended and shall be acknowledged by ASRC as required for the recordation of instruments affecting title to real property. Promptly upon receipt of said notice, the State shall execute and shall likewise acknowledge the notice to evidence its receipt thereof and shall record the same in the recording office of the appropriate recording district.

(b) Suspension of the Executive Rights Because of Separate Termination of Subsurface Agreement. As provided in subsections 4.6 and 4.9 and paragraph 5.3(1), ASRC and the State each has the independent right and power to enforce cancellation and termination provisions in Subsurface Agreements covered by this Settlement Agreement, insofar as to its undivided percentage interest in the subsurface covered or affected by the Subsurface Agreement. Upon cancellation and termination of a Subsurface Agreement, in whole or in part, by one only of ASRC or the State insofar only as to its undivided interest in a portion of the Nuiqsut subsurface or the Point Lay subsurface whereby the undivided interest of one only of ASRC or the State in any

portion of the Nuiqsut subsurface or the Point Lay subsurface is no longer subject to that Subsurface Agreement, then the Executive Rights shall be suspended as to that portion of the Nuiqsut subsurface or Point Lay subsurface.

6.2 Rights and Duties During Suspension of the Executive Rights.

Subject to subsection 6.3, it is stipulated and agreed that during any period while the Executive Rights of the State are suspended as to a portion of the Nuiqsut subsurface or Point Lay subsurface pursuant to subsection 6.1, the following shall occur:

(a) The Executive Rights of the State shall be suspended as to the percentage interest of ASRC in that portion of the Nuiqsut subsurface or the Point Lay subsurface and the State shall have no right, power, duty, or obligation as executive as to the interest of ASRC in that portion; and

(b) Each party shall own its undivided interest in that portion of the Nuiqsut subsurface or the Point Lay subsurface as a cotenant having all rights and obligations of ownership of such undivided interest, including, but not limited to, the exclusive power and right to execute Subsurface Agreements covering all or part of its undivided interest as to that portion of the Nuiqsut subsurface or the Point Lay subsurface.

6.3. Return of the Executive Rights.

After the suspension of the Executive Rights as to any portion of the Nuiqsut subsurface or Point Lay subsurface as provided in subsection 6.1, the Executive Rights will return to the State as to such portion under the following circumstances:

(a) If at any time after giving a notice suspending the Executive Rights as to any portion of the subsurface pursuant to paragraph 6.1(a) and prior to the execution by ASRC of a Subsurface Agreement covering ASRC's percentage interest in that portion of the subsurface, ASRC, at its election, executes, acknowledges, and records in the recording office of the appropriate recording district a notice terminating the suspension of the Executive Rights as to the portion of the subsurface described in such notice;

(b) If ASRC executes a Subsurface Agreement covering its undivided interest in a portion of the Nuiqsut

subsurface or Point Lay Subsurface as to which the Executive Rights have been suspended pursuant to paragraph 6.1(a), and if at any time thereafter neither ASRC's nor the State's undivided interest in that portion of the Nuiqsut subsurface or Point Lay subsurface then remains subject to any Subsurface Agreement; or

(c) If at any time after the suspension of the Executive Rights as to a portion of the Nuiqsut subsurface or Point Lay subsurface pursuant to paragraph 6.1(b) neither ASRC's nor the State's undivided interest in that portion of the Nuiqsut subsurface or Point Lay subsurface then remains subject to any Subsurface Agreement.

As to the portion of the subsurface described in a notice from ASRC terminating the suspension of the Executive Rights as to that portion pursuant to paragraph (a) of this subsection 6.3, and in either of the circumstances described in paragraph (b) or paragraph (c) of this subsection 6.3 when neither ASRC's nor the State's undivided interest in a portion of the Nuiqsut subsurface or the Point Lay subsurface is then subject to any Subsurface Agreement, the Executive Rights granted the State under section 4 of this Settlement Agreement shall automatically and immediately return to and be exclusively exercised by the State as to that portion of the Nuiqsut subsurface or Point Lay subsurface, subject, however, to the terms and provisions of sections 4, 5, and 7 and (if it thereafter again becomes applicable) this section 6.

7. MISCELLANEOUS RESTRICTIONS ON BOTH PARTIES.

7.1. Prohibitions on Self-Development.

Absent the written consent of the other party, neither the State nor ASRC may alone or in a joint venture or other joint enterprise of any sort with any person, become a lessee of or explore, develop, produce from, or otherwise exploit any portion of the Nuiqsut subsurface or the Point Lay subsurface as long as that portion is subject to the Executive Rights granted in this Settlement Agreement. However, nothing in this section prohibits

(a) ASRC or the State from entering the lands to inspect and observe the activities of a person who has a Subsurface Agreement concerning the Nuiqsut subsurface or the Point Lay subsurface;

(b) ASRC or the State from entering the lands to perform such actions as are reasonably necessary to take its share of **subsurface revenues** earned under this Settlement Agreement in kind;

(c) the State, when acting as the executive, from conducting, at its sole risk and expense or by agreement and in conjunction with ASRC, seismic or other geological or geophysical surveys of the **Nuiqsut subsurface** or the **Point Lay subsurface**; or

(d) the State from exercising any sovereign power it may have over uplands, submerged lands, or water, regardless of any ownership interest in the **Nuiqsut subsurface** or **Point Lay subsurface**, or from conducting resource assessment programs on state-owned lands, subject, however, to the provisions of subsection 8.2 of this Settlement Agreement.

7.2. **Assignments of Executive Rights.**

The State may not assign or delegate the **Executive Rights** granted under section 4 of this Settlement Agreement without the prior written consent of ASRC, except as allowed under subsection 7.3.

7.3. **Conveyances Prohibited.**

(a) Except as to **Subsurface Agreements** authorized under subsection 6.2 of this Settlement Agreement, neither the State (acting solely on its own behalf, and not as executive) nor ASRC (acting solely on its own behalf) may convey, by sale, exchange, or otherwise, all or any interest in its undivided percentage interest in all or any portion of the **Nuiqsut subsurface** or the **Point Lay subsurface** without the prior written consent of the other party. Both the State and ASRC may condition consent to a conveyance upon the termination of the **Executive Rights** and rights, duties, and obligations of the executive with respect to the undivided interest of the nonexecutive in the portion of the **Nuiqsut subsurface** or **Point Lay subsurface** to be conveyed. If such consent is given, and the **Executive Rights** are terminated as to that portion of the **Nuiqsut subsurface** or **Point Lay subsurface** affected, then the rights and obligations of the owners of that portion affected will be as described in subsection 6.2 of this Settlement Agreement and

there shall be no return of the **Executive Rights** as provided in subsection 6.3.

(b) If the State (acting solely on its own behalf, and not as executive) or ASRC (acting solely on its own behalf) makes a conveyance, by sale, exchange, or otherwise, to another person of all or any interest in its undivided percentage interest in all or any portion of the **Nuiqsut subsurface** or the **Point Lay subsurface** after having obtained the consent of the other party to make that conveyance as required in paragraph 7.3(a) above, the consideration received by the State or ASRC, as applicable, for the conveyance shall not be deemed to be **subsurface revenues** for purposes of this Settlement Agreement, so that the other party (whose undivided interest in the **Nuiqsut subsurface** or the **Point Lay subsurface** is not being conveyed to that other person) shall have no right to receive any share of that consideration pursuant to this Settlement Agreement.

(c) The State's consent under paragraph 7.3(a) to a transfer of ASRC's entire interest in the **Nuiqsut subsurface** and the **Point Lay subsurface** is not required if the transfer occurs because of ASRC's merger or consolidation with another corporation under AS 10.06.530-10.06.582 or AS 10.06.960 (or any similar or successor corporate merger or consolidation legislation hereafter enacted).

(d) Subject to the terms, conditions, limitations, and provisions of paragraphs (a), (b), and (c) of this subsection 7.3, any assignment or conveyance by ASRC or the State to any person of any interest in its undivided percentage interest in all or any portion of the **Nuiqsut subsurface** or the **Point Lay subsurface** shall, to the extent (and only to the extent) applicable under the terms and provisions of this Settlement Agreement, be made expressly subject to this Settlement Agreement and the assignment of **Executive Rights** provided herein.

8. STATE'S RIGHTS AS SOVEREIGN.

8.1. Neither the State's conveyance to ASRC of an interest in the **Nuiqsut subsurface** or the **Point Lay subsurface**, including submerged lands, nor any term or provision of this Settlement Agreement, is intended or may be construed to waive, give up, alter, or affect in any way any sovereign right of the State (as that right or rights may exist at any time under applicable law) to regulate or manage navigable or nonnavigable rivers, streams, creeks, lakes, or ponds, or other bodies of water extending over submerged lands, or to regulate the appropriation of water, or to manage fish and game resources or other natural resources, including, but not limited to, laws and regulations that govern protection of natural resources and procedural requirements for disposal of interests in State lands for leasing, exploration, and development of natural resources. In exercising or declining to exercise the **Executive Rights** conferred and imposed on the State under this Settlement Agreement, the State shall be entitled to and shall observe and conform to statutes and regulations governing these resources, subject, however, to the provisions of subsection 8.2.

8.2. Nothing in this Settlement Agreement, including this section 3, shall be construed as a waiver by ASRC of its right to challenge the constitutionality of any statute or the validity of any regulation enacted or adopted after the **Final Effective Date** of this Settlement Agreement that singles out the **Nuiqsut subsurface** or the **Point Lay subsurface** for treatment different from that accorded to other lands within the State of Alaska, or that causes any injury-in-fact to any rights expressly granted to ASRC under this Settlement Agreement. It is agreed, however, that such a challenge will not challenge or attempt to void or terminate the rights of a third party under a **Subsurface Agreement** executed by the State in exercise of the **Executive Rights** in accordance with the terms and conditions of this Settlement Agreement.

9. PREEXISTING LEASES OF THE NUIQSUT SUBSURFACE.

9.1. Lease Description.

(a) In 1983, the State waived the right to administer the following oil and gas leases affecting portions of the Nuiqsut subsurface which had already been conveyed to ASRC by the United States:

<u>LEASE</u>	<u>MONTH/DAY RENTAL DUE DATE</u>	<u>ANNUAL RENTAL</u>	<u>PER DAY ALLOCATION (ANNUAL RENTAL/365=)</u>
ADL No. 356000	Feb. 1	\$ 3720.00	\$ 10.19
ADL No. 356001	Feb. 1	\$ 3840.00	\$ 10.52
ADL No. 356002	Feb. 1	\$ 1920.00	\$ 5.26
ADL No. 356003	Feb. 1	\$ 5760.00	\$ 15.78
ADL No. 356004	Feb. 1	\$ 1920.00	\$ 5.26
ADL No. 356005	Feb. 1	\$ 3840.00	\$ 10.52
ADL No. 25540	Feb. 1	\$ 2560.00	\$ 7.01
ADL No. 25541	Feb. 1	\$ 2560.00	\$ 7.01
ADL No. 25554	Feb. 1	\$ 2560.00	\$ 7.01
ADL No. 25555	Feb. 1	\$ 2560.00	\$ 7.01

(b) The State has not yet waived the right to administer the following State oil and gas leases affecting portions of the Nuiqsut subsurface which have already been conveyed to ASRC by the United States by interim conveyance or patent:

<u>LEASE</u>	<u>MONTH/DAY RENTAL DUE DATE</u>	<u>ANNUAL RENTAL</u>	<u>PER DAY ALLOCATION (ANNUAL RENTAL/365=)</u>
ADL No. 25526	Feb. 1	\$ 1055.00	\$ 2.89
ADL No. 25529	Feb. 1	\$ 2015.00	\$ 5.52
ADL No. 364469	Aug. 1	\$ 10674.00	\$ 29.24
ADL No. 366201	Feb. 1	\$ 1230.00	\$ 3.37
ADL No. 366202	Feb. 1	\$ 1181.00	\$ 3.24
ADL No. 366203	Feb. 1	\$ 640.00	\$ 1.75
ADL No. 366204	Feb. 1	\$ 531.00	\$ 1.45

(c) Additionally, the following State oil and gas leases affect portions of the Nuiqsut subsurface that may in the future be conveyed to ASRC by the United States:

<u>LEASE</u>	<u>MONTH/DAY RENTAL DUE DATE</u>	<u>ANNUAL RENTAL</u>	<u>PER DAY ALLOCATION (ANNUAL RENTAL/365=)</u>
ADL No. 25530	Feb. 1	\$ 30.00	\$ 0.08
ADL No. 25535	Feb. 1	\$ 1920.00	\$ 5.26
ADL No. 25536	Feb. 1	\$ 640.00	\$ 1.75
ADL No. 25537	Feb. 1	\$ 2437.00	\$ 6.68
ADL No. 25539	Feb. 1	\$ 1808.00	\$ 4.95
ADL No. 25556	Feb. 1	\$ 1179.00	\$ 3.23
ADL No. 25560	Feb. 1	\$ 2560.00	\$ 7.01
ADL No. 25561	Feb. 1	\$ 1288.00	\$ 3.53
ADL No. 25562	Feb. 1	\$ 1920.00	\$ 5.26
ADL No. 25563	Feb. 1	\$ 2560.00	\$ 7.01
ADL No. 25577	Feb. 1	\$ 2560.00	\$ 7.01
ADL No. 25578	Feb. 1	\$ 1949.00	\$ 5.34
ADL No. 25579	Feb. 1	\$ 2491.00	\$ 6.82
ADL No. 25596	Feb. 1	\$ 2501.00	\$ 6.85
ADL No. 25597	Feb. 1	\$ 2512.00	\$ 6.88
ADL No. 364466	Aug. 1	\$ 13029.00	\$ 35.70
ADL No. 364468	Aug. 1	\$ 11112.00	\$ 30.44

9.2. Leases Covering Fully Conveyed Sections on Final Effective Date.

(a) On the Final Effective Date of this Settlement Agreement, as to each of the leases identified in paragraphs 9.1(a) and 9.1(b) (subject to the provisions of subsection 9.4 below, if applicable):

(1) as to the applicable State percentage in Nuiqsut subsurface covered by each lease, the State shall have the right and responsibility, with respect only to its undivided interests, in its own discretion to administer and enforce directly any termination provisions, duties, and covenants, express or implied, undertaken by or imposed by virtue of each lease as provided in subsections 4.6 and 4.9 of this Settlement Agreement in the same manner as if that lease had been executed pursuant to this Settlement Agreement, and the State shall likewise have the right and responsibility, as contemplated in subsections 4.7 and 5.1 of this Settlement Agreement, to receive payment directly from the lessee of the applicable State percentage of all subsurface revenues attributable to the Nuiqsut subsurface which the lessee is thereafter obligated to pay under the terms of the lease; and

(2) as to the applicable ASRC percentage in Nuiqsut subsurface covered by each lease, ASRC shall have the right and responsibility, with respect only to its undivided interests, in its own discretion to administer and enforce

directly any termination provisions, duties, and covenants, express or implied, undertaken by or imposed by virtue of each lease as provided in subsections 4.6 and 4.9 of this Settlement Agreement in the same manner as if that lease had been executed pursuant to this Settlement Agreement, and ASRC shall likewise have the right and responsibility, as contemplated in subsections 4.7 and 5.1 of this Settlement Agreement, to receive payment directly from the lessee of the applicable ASRC percentage of all subsurface revenues attributable to the Nuiqsut subsurface which the lessee is thereafter obligated to pay under the terms of the lease.

(b) On the Final Effective Date of this Settlement Agreement, each of the leases described in paragraphs 9.1(a) and 9.1(b) of this Settlement Agreement will become subject to the rights of the State and ASRC under and pursuant to sections 4 and 5 and the other provisions of this Settlement Agreement as if those leases had been executed pursuant to and in full compliance with the rights, powers, duties, and obligations of the State as executive under this Settlement Agreement, and any reservation to the State, or any release or transfer from the State to ASRC of rights to "administer" these leases as provided in section 14(g) of ANCSA shall thereafter be waived and ineffective to the end that the administration of these leases shall be governed and controlled by the terms and provisions of this Settlement Agreement.

(c) Within thirty (30) days after the Final Effective Date of this Settlement Agreement, ASRC and the State will join in executing and will deliver to each of the lessees under the leases described in paragraphs 9.1(a) and 9.1(b) a notice of the provisions of and of the rights of the State and ASRC, respectively, with respect to those leases under this subsection 9.2, in the form set out in Exhibit J.

9.3. Additional Outstanding Leases.

(a) Subject to the provisions of subsection 9.4 below, in each instance after the Final Effective Date of this Settlement Agreement when a section of Nuiqsut subsurface covered by any lease identified in paragraph 9.1(c) becomes a Fully

Conveyed Section, then, effective immediately and automatically as of that date:

(1) as to the applicable State percentage in Nuiqsut subsurface covered by that lease, the State shall have the right and responsibility, with respect only to its undivided interest, in its own discretion to administer and enforce directly any termination provisions, duties, and covenants, express or implied, undertaken by or imposed by virtue of that lease as provided in subsections 4.6 and 4.9 of this Settlement Agreement in the same manner as if the lease had been executed pursuant to and in full compliance with the rights, powers, duties, and obligations of the State as executive under this Settlement Agreement, and the State shall likewise have the right and responsibility, as contemplated in subsections 4.7 and 5.1 of this Settlement Agreement, to receive payment directly from the lessee of the applicable State percentage of all subsurface revenues attributable to the Nuiqsut subsurface that the lessee is thereafter obligated to pay under the terms of the lease; and

(2) as to the applicable ASRC percentage in Nuiqsut subsurface covered by the lease, ASRC shall have the right and responsibility, with respect only to its undivided interest, in its own discretion to administer and enforce directly any termination provisions, duties, and covenants, express or implied, undertaken by or imposed by virtue of that lease as provided in subsections 4.6 and 4.9 of this Settlement Agreement in the same manner as if the lease had been executed pursuant to and in full compliance with the rights, powers, duties, and obligations of the State as executive under this Settlement Agreement, and ASRC shall likewise have the right and responsibility, as contemplated in subsections 4.7 and 5.1 of this Settlement Agreement, to receive payment directly from the lessee of the applicable ASRC percentage of all subsurface revenues attributable to the Nuiqsut subsurface that the lessee is thereafter obligated to pay under the terms of the lease.

(b) When a section of Nuiqsut subsurface covered by a lease described in paragraph 9.1(c) becomes a Fully Conveyed Section after the Final Effective Date of this Settlement Agreement, then (subject to subsection 9.4 below, if applicable) that lease will become subject to the rights of the State and ASRC pursuant to sections 4 and 5 and the other provisions of this Settlement Agreement as if the lease had been executed pursuant to and in full compliance with the rights, powers,

duties, and obligations of the State as executive under this Settlement Agreement, and any reservation to the State or release or transfer from the State to ASRC of rights to "administer" that lease as provided in section 14(g) of ANCSA shall thereafter be waived and ineffective to the end that the administration of the lease shall thereafter be governed and controlled by the terms and provisions of this Settlement Agreement.

(c) Within thirty (30) days after any section of Nuiqsut subsurface covered by a lease described in paragraph 9.1(c) becomes a Fully Conveyed Section after the Final Effective Date of this Settlement Agreement, ASRC and the State will join in executing and will deliver to the lessee under that lease a notice of the provisions of and of the rights of the State and ASRC, respectively, with respect to that lease under this subsection 9.3, in the form set out in Exhibit J.

9.4. Segregation of Leased Lands.

On or before the Final Effective Date of this Settlement Agreement as to leases described in paragraph 9.1(b), and effective on or before the date when a section of Nuiqsut subsurface covered by a lease described in paragraph 9.1(c) becomes a Fully Conveyed Section, the State is entitled to and shall segregate out those leased lands not included in a Fully Conveyed Section of Nuiqsut subsurface covered by that lease and thereby create two leases out of the lease, so as to make the provisions of subsection 9.2 or 9.3 (as applicable) effective only as to that lease covering the Nuiqsut subsurface that is coextensive with the lands included in one or more Fully Conveyed Sections of Nuiqsut subsurface.

9.5. Division of Revenue From Certain Leases.

Payments of bonus and rentals have been and may be made by lessees under oil and gas leases covering portions of the Nuiqsut subsurface. All of these bonus payments have been received by the State, and either or both the State and ASRC have received certain rental payments made under various leases listed in subsection 9.1 of this Settlement Agreement. To avoid any

dispute as to entitlement to receive or retain these bonus or rental payments and any other subsurface revenues attributable to the Nuiqsut subsurface that the lessees hereafter become obligated or elect to pay under the leases, the parties agree that:

(a) Payments Received Before 1991. The State shall be entitled to retain all bonus payments paid to the State before January 1, 1991, for and in connection with all leases identified in section 9 of this Settlement Agreement.

(b) 9.1(a) Leases. ASRC shall be entitled to retain all annual rentals paid to it under each lease listed in paragraph 9.1(a) of this Settlement Agreement before the Final Effective Date of this Settlement Agreement, except that the portion of the annual rentals for the year of the lease term during which the Final Effective Date occurs (allocated on a per day basis over that entire year of the lease term) attributable to the period after the Final Effective Date of this Settlement Agreement shall be prorated between ASRC and the State in proportion to the ASRC percentage interest and the State percentage interest in the Nuiqsut subsurface covered by the lease. All subsurface revenues paid under that lease after the Final Effective Date of this Settlement Agreement shall be paid directly to and owned by ASRC and the State in proportion to the ASRC percentage interest and the State percentage interest, respectively, in the Nuiqsut subsurface covered by that lease.

(c) 9.1(b) Leases. The State shall be entitled to retain all annual rentals paid to it under each lease listed in paragraph 9.1(b) of this Settlement Agreement prior to the Final Effective Date of this Settlement Agreement, except that the portion of the annual rentals attributable to Nuiqsut subsurface for the year of the lease term during which the Final Effective Date occurs (allocated on a per day basis over that entire year of the lease term) attributable to the period after the Final Effective Date of this Settlement Agreement shall be prorated between ASRC and the State in proportion to the ASRC percentage interest and the State percentage interest in the Nuiqsut subsurface covered by that lease. All subsurface revenues paid under that lease attributable to Nuiqsut subsurface after the Final Effective Date of this Settlement Agreement shall be paid directly to and owned by ASRC and the State in proportion to the ASRC percentage interest and the State percentage interest in the Nuiqsut subsurface covered by that lease.

(d) 9.1(c) Leases. The State shall be entitled to retain all annual rentals paid to it under each lease listed in paragraph 9.1(c) of this Settlement Agreement before the later of (i) the **Final Effective Date** of this Settlement Agreement or (ii) the date when a section of Nuiqsut subsurface covered by the lease becomes a **Fully Conveyed Section**, except that the portion of the annual rentals attributable to that **Fully Conveyed Section** for the year of the lease term during which that section of Nuiqsut subsurface becomes a **Fully Conveyed Section** (allocated on a per day basis over that entire year of the lease term) attributable to the period after that section of Nuiqsut subsurface became a **Fully Conveyed Section** shall be prorated between ASRC and the State in proportion to the ASRC percentage interest and the State percentage interest in the Nuiqsut subsurface in that **Fully Conveyed Section** covered by that lease. All subsurface revenues paid under each lease attributable to Nuiqsut subsurface in a **Fully Conveyed Section** after the date when that section has become a **Fully Conveyed Section** shall be paid directly to and owned by ASRC and the State in proportion to the ASRC percentage interest and the State percentage interest in the Nuiqsut subsurface in that **Fully Conveyed Section** covered by that lease.

(e) Cash Settlement. A cash settlement shall be made between the State and ASRC within thirty (30) days after the **Final Effective Date** of this Settlement Agreement and within thirty (30) days after each section of Nuiqsut subsurface covered or affected by a lease described in paragraph 9.1(c) becomes a **Fully Conveyed Section**, to effect the proration of the subsurface rentals required by paragraphs 9.5(b), (c), and (d). In the event that funds have not been appropriated to make any necessary cash payment to ASRC, the State will seek an appropriation in the first available Session of the Legislature.

9.6. No Waiver as Against Lessees.

Nothing in this section 9 is intended or shall be construed as a waiver by ASRC or by the State of any right as against any lessee under any of the leases described in paragraphs 9.1(a), (b), and (c), including, without limitation, any right with respect to rentals or other subsurface revenues becoming payable by these lessees under the terms of their leases before the **Final Effective Date** of this Settlement Agreement or, as to leases listed in paragraph 9.1(c), becoming payable by these lessees under the terms of their leases with respect to Nuiqsut subsurface in any section before the date when that

section becomes a Fully Conveyed Section. As to leases listed in paragraph 9.1(a), the State shall be entitled to retain all rentals or other subsurface revenues, if any, that the lessees become obligated or elect to pay to the State under the lease terms before the Final Effective Date of this Settlement Agreement. As to leases listed in paragraph 9.1(b), ASRC shall be entitled to retain all rentals or other subsurface revenues, if any, that the lessees become obligated or elect to pay to ASRC under the lease terms before the Final Effective Date of this Settlement Agreement. As to leases listed in paragraph 9.1(c), ASRC shall be entitled to retain all rentals or other subsurface revenues, if any, that the lessees become obligated or elect to pay to ASRC under the lease terms attributable to Nuiqsut subsurface in any section before the date that the section becomes a Fully Conveyed Section.

10. MISCELLANEOUS.

10.1. Confidentiality.

Except as otherwise required by law, all information, including but not limited to geological, geophysical, and well data that either ASRC or the State receives from the other party as a result of either party's respective rights and obligations under this Settlement Agreement that is not otherwise publicly available will be considered proprietary information and kept strictly confidential. Before any disclosure of this information by either party that is made on the grounds that disclosure is "required by law," the party seeking to make disclosure will confer with the other party, identify the information to be disclosed, identify the person(s) to whom disclosure is to be made, and state the basis for its conclusion that disclosure is "required by law."

10.2. Audit and Review.

Upon reasonable notice, ASRC and the State will be entitled to audit and review all books, records, federal or state tax returns, data, and information possessed by the other party that is potentially relevant to the calculation, determination,

or payment of subsurface revenues that have been incorrectly or improperly received or are otherwise required to be held in trust and paid over to the other party under section 4 or 5 of this Settlement Agreement.

10.3. Subsurface Data Disclosure.

If, before the Final Effective Date of this Settlement Agreement, ASRC has received or has access to and the right to obtain copies of well logs, reports of well tests, and other geological and geophysical data, obtained from the Nuiqsut subsurface or the Point Lay subsurface, ASRC will provide the State with access to and copies of this information except when restricted by contract or law from doing so. If the State is entitled by law to this information from third parties, it will first seek to obtain the information from them. ASRC will make a good faith effort to obtain the consent of the lessee (if consent is contractually required), to provide the State with access to and copies of all logs, reports, and data concerning the leases, but ASRC will not be required to pay money or any other consideration to a third party to obtain their consent. The State will provide ASRC with access to and copies of well logs, reports of well tests, and other geological and geophysical data it has heretofore obtained or hereafter obtains, or has access to and the right to obtain copies of, except when restricted by contract or by law from doing so. The State will make a good faith effort to obtain consent for release of this information to ASRC when consent is required, but the State will not be required to pay money or any other consideration to a third party to obtain that consent. In each instance when either the State or ASRC grants a license or permit to any person to conduct seismic exploration within the Nuiqsut subsurface area or Point Lay subsurface area (which license or permit is not a Subsurface Agreement as defined in subsection 11.27), any person accepting such a license or permit or conducting or causing to be conducted any seismic exploration operations within the Nuiqsut subsurface area or Point Lay subsurface area pursuant to any such license or

permit shall be conclusively deemed to have, and shall thereby have, (i) expressly consented to and waived any prohibition with respect to (including, without limitation, granting any consent required by and waiving any prohibition imposed by any law, regulation or contract) the disclosure by the one of the parties who granted such license or permit to the other of the parties of all information, data, and materials with respect to such seismic exploration operation and information obtained or developed incident thereto or as a result thereof which is provided or caused to be provided by such licensee or permittee to the one of the parties who granted such license or permit (including, without limitation, the right to make and retain copies of any such information, data, or materials), but provided that the one of the parties to whom such information, data, or materials is thus disclosed shall be obligated to maintain confidentiality with respect to such information, data, or materials as regards all other persons in the same manner and to the same extent (if any) as is required by law, regulation, or contract of the one of the parties who granted such license or permit, and (ii) agreed to permit each of the parties and its representatives to review, examine and (at its expense) copy and retain copies of all raw and all processed geophysical data, information, and materials obtained or developed by such licensee or permittee incident to or as a result of or based upon such seismic survey operation, but provided that, if requested by such licensee or permittee, the parties (or such one of the parties who has reviewed, examined, or copied such data, information, or materials) shall maintain confidentiality with respect to such data, information, and materials and shall not disclose same to other persons other than to its or their employees and consultants (who shall be required to agree that they will likewise maintain confidentiality with respect thereto) or as required by law. As cotenants owning the Nulqsut subsurface and the Point Lay subsurface, the State and ASRC covenant and agree that the power or right of each of the State and ASRC to authorize other persons

to conduct seismic exploration operations on the Nuiqsut subsurface area or Point Lay subsurface area pursuant to licenses or permits (which are not Subsurface Agreements as defined in subsection 11.27) granted by the State or ASRC is and shall be expressly subject to the terms and provisions of the last preceding sentence of this subsection, which shall be deemed covenants running with the land and shall be binding upon any licensee or permittee accepting such a license or permit or conducting or causing to be conducted any seismic exploration operation within the Nuiqsut subsurface area or Point Lay subsurface area, without the necessity of reference thereto or inclusion thereof in such license or permit.

10.4. Setoff.

Neither ASRC nor the State may claim a setoff against moneys owed either party under this Settlement Agreement, or owed under any other agreement or law, in order to reduce any payment of subsurface revenues due under this Settlement Agreement, except as follows:

(a) If the Legislature fails or refuses, in a timely manner, to appropriate for payment any sum the State might owe ASRC under this Settlement Agreement and for which ASRC has no right to enforce a direct payment from a third person under subsection 5.1, then ASRC may, in making any payment of any sum due the State, deduct (as a setoff from the total amount due) the unappropriated amount the State owes ASRC.

(b) If either ASRC or the State secures a state or federal court judgment against the other party, then the amount of the unpaid judgment (including attorneys' fees and costs awarded by the court) and any post judgment interest, may be set off against any payment otherwise due under this Settlement Agreement.

10.5. Notification and Consultation Concerning Disputes.

(a) Neither ASRC nor the State may initiate litigation against the other party to enforce or to seek a declaration of the effect of any provision of this Settlement Agreement unless a written demand is delivered to the other party describing in reasonable detail:

(1) the nature of the dispute between the parties;

(2) the legal and factual basis for any action or compensation demanded; and

(3) the action or compensation demanded.

The party receiving the demand will have thirty (30) days from receipt to deliver a response, in writing, to the demanding party. If no written response is received within thirty (30) days, the party making the demand may thereafter, but not before, initiate litigation against the other party to enforce or to seek a declaration of the effect of any provision of this Settlement Agreement. If a timely written response is received, the parties will have thirty (30) additional days to consult and to attempt settlement of the dispute. If no settlement is reached within that thirty (30) day period, then either party may thereafter initiate litigation against the other party to enforce or seek a declaration of the effect of any provision of this Settlement Agreement. The notice requirements of this paragraph (a) will not alter the effect of any applicable statute of limitations on ASRC's or the State's claims.

(b) ASRC will notify the State if it has knowledge that a party to a lease or other Subsurface Agreement affecting the Nuiqsut subsurface or the Point Lay subsurface has, in ASRC's judgment, breached a term of that lease or other Subsurface Agreement. The notice will be given to the State at least thirty (30) days before ASRC files any suit against any person concerning the breach; however, in the case of an emergency or other circumstance in which, in ASRC's good faith judgment, ASRC may suffer irreparable harm if filing of a suit is delayed, ASRC may file suit against any such person before expiration of the thirty (30) day period. Likewise, the State will notify ASRC if it has knowledge that a party to a lease or other Subsurface Agreement affecting the Nuiqsut subsurface or the Point Lay subsurface has, in the State's judgment, breached a term of that lease or other Subsurface Agreement. The notice will be given to ASRC at least thirty (30) days before the State files any suit against any person concerning the breach; however, in the case of

an emergency or other circumstance in which, in the State's good faith judgment, the State may suffer irreparable harm if filing of a suit is delayed, the State may file suit against any such person before expiration of the thirty (30) day period.

10.6. Payment of Legal Rate of Interest.

If either the State or ASRC incurs the direct responsibility to make a payment (or delivery of product, if in kind) due under this Settlement Agreement, and is late in doing so, the payee shall be entitled to the legal rate of interest on the amount due from the date payment should have been made or the product delivered. If the delivery was to be in kind, the "amount due" will be its fair market value at the date and place delivery was due.

10.7. Interpretation.

(a) This Settlement Agreement will be construed and enforced in accordance with and governed by the laws of the State of Alaska.

(b) Both ASRC and the State are jointly and equally responsible for the drafting of this Settlement Agreement. An ambiguity, if any, in this Settlement Agreement may not be construed against one party or the other as its drafter. This Settlement Agreement will be construed independently of any draft settlement proposals or draft settlement documents.

(c) In implementing the terms and intent of this Settlement Agreement, ASRC and the State understand that it is an enforceable contract between them. Each will deal with the other to implement it in accordance with its terms in good faith and fairly or in accordance with any applicable higher standard of conduct that may be imposed elsewhere in this Settlement Agreement.

(d) The captions used in this Settlement Agreement are for convenience only and will not control or affect the meaning or construction of any of its provisions.

(e) This Settlement Agreement incorporates all Exhibits that are referred to in it. In turn, when an Exhibit to

this Settlement Agreement, such as a deed, references an attached exhibit, the attached exhibit will be incorporated in the Exhibit.

(f) This Settlement Agreement contains the entire agreement and understanding of the State and ASRC with respect to its subject matter. Except as provided with respect to the 1974 Agreement in subsection 1.3 of this Settlement Agreement, all prior understandings, agreements, promises, warranties, representations, covenants, or other undertakings between the parties with respect to its subject matter are revoked upon the Final Effective Date of this Settlement Agreement.

(g) Nothing in this Settlement Agreement abrogates or limits the State's powers or duties under the common law public trust doctrine, or article VIII, section 14 of the Alaska Constitution, or AS 38.05.127-38.05.128.

(h) This Settlement Agreement does not create, validate, or reinstate any third party interest which is not otherwise valid and extant.

(i) Nothing in this Settlement Agreement shall diminish or affect in any way any rights of the State with respect to Kuukpik Corporation under the 1974 Agreement.

10.8. Amendment; Waiver; Consent.

No amendment or waiver of a right under this Settlement Agreement, or consent required by a provision of this Settlement Agreement, will be effective unless made in a writing signed by each party, and (if required by law) submitted to the Alaska Legislature for approval. For the State, both the Attorney General and the Commissioner must sign for a change or waiver to be effective. For ASRC, its President or any Vice President may sign.

10.9. Notices.

(a) To be effective, any notice or other communication given under this Settlement Agreement must be in writing and will be deemed to have been given if (i) delivered in person or deposited in the United States mail, sent by registered or

certified mail, return receipt requested and first-class postage prepaid, or (ii) sent by telecopy or other electronic transmission and confirmed by a copy deposited in the United States mail, sent by registered or certified mail, return receipt requested and first-class postage prepaid, in each case addressed to the party for whom it is intended, as follows:

(i) If to ASRC: Arctic Slope Regional Corporation
(1230 Agvik Street)
P. O. Box 129
Barrow, Alaska 99723
Attention: Jacob Adams, President
Telecopy No.: (907) 852-5733

With a copy to: Wickwire, Greene, Crosby &
Seward, P.C.
National Building, Suite 506
1008 Western Avenue
Seattle, Washington 98104
Attention: James Wickwire
Telecopy No.: (206) 623-5670

(ii) If to the State: The State of Alaska
Department of Natural Resources
Division of Oil and Gas
P. O. Box 107034
Anchorage, Alaska 99510-7034
Telecopy No.: (907) 562-3852

With a copy to: The State of Alaska
Department of Natural Resources
Division of Oil and Gas
P. O. Box 107034
Anchorage, Alaska 99510-7034
Attention: Carol Wilkinson,
Lease Administration
Telecopy No.: (907) 562-3852

The names and addresses of a party may be changed by written notice to the other party pursuant to this provision.

(b) Each of the parties will, within thirty (30) days, notify the other, in writing (i) if it enters into an agreement or takes an action to amend, supplement, extend, authorize suspension of operations under, or terminate a Subsurface Agreement as to its undivided interest in any Nuiqsut subsurface or Point Lay subsurface covered thereby, (ii) if it makes an

assignment or conveyance to any person permitted under section 7 of any of its rights or duties under this Settlement Agreement or of all or any interest in its undivided percentage interest in all or any portion of the Nuiqsut subsurface or the Point Lay subsurface as described in paragraph 7.3(b), (iii) if it determines that a Subsurface Agreement covering its undivided interest in any portion of the Nuiqsut subsurface or Point Lay subsurface has terminated or expired or been relinquished by the holder thereof as to all or any portion of such subsurface, (iv) if it executes a Subsurface Agreement covering its interest only in any portion of the Nuiqsut subsurface or Point Lay subsurface as to which the Executive Rights have been suspended pursuant to subsection 6.1, or (v) as to ASRC, if it has executed and recorded a notice pursuant to paragraph 6.3(a) terminating the suspension of the Executive Rights as to a portion of the Nuiqsut subsurface or Point Lay Subsurface.

10.10. Attorneys' Fees.

If a court action is commenced to enforce or to seek a declaratory judgment as to the effect of any provision of this Settlement Agreement by either the State or ASRC, then the court as part of its judgment shall award the prevailing party its actual attorneys' fees (measured at a reasonable hourly rate for private practitioners in the locale of the litigation) and costs.

10.11. Defense of Settlement Agreement and Property Interests.

(a) Except as the obligation is solely ASRC's under paragraph (b) below, the State and ASRC will jointly and in good faith defend the legality and enforceability of the provisions of this Settlement Agreement in any litigation brought by any person. In the event that ASRC or the State is named as a party to litigation contesting the legality or enforceability of any provision of this Settlement Agreement under claims other than those that might be made under ANCSA or the 7(1) Agreement, then the other party will seek to intervene and align itself as a party with the named party. The State and ASRC each will bear

its own costs, including attorneys' fees, incurred in such litigation.

(b) ASRC will defend, indemnify, and hold the State harmless from any claims made by any person to the interests in the Nuiqsut subsurface or to the subsurface revenues attributable to such interest in the Nuiqsut subsurface that the State is entitled to pursuant to this Settlement Agreement, if those claims are made under ANCSA or the 7(i) Agreement. ASRC will not oppose a timely motion to intervene by the State in that litigation.

(c) ASRC will not, directly or indirectly, support or cause to be brought by itself or by any other person any challenge in any forum or proceeding to the State's title to or ownership of the applicable State percentage in and to the Nuiqsut subsurface or the Point Lay subsurface provided in this Settlement Agreement to be conveyed to or reserved by the State. Likewise, the State will not, directly or indirectly, support or cause to be brought by itself or by any other person any challenge in any forum or proceeding to ASRC's title to or ownership of the applicable ASRC percentage in and to the Nuiqsut subsurface or the Point Lay subsurface provided in this Settlement Agreement to be conveyed to or reserved by ASRC. Except as otherwise expressly provided in subsection 2.3 of this Settlement Agreement, loss or failure of title to any part of or interest in the Nuiqsut subsurface or the Point Lay subsurface shall not alter or affect the ownership as between ASRC and the State, in undivided interests in proportion to the applicable ASRC percentage and the applicable State percentage, respectively, of the remaining parts of or interests in the Nuiqsut subsurface or the Point Lay subsurface as provided for in this Settlement Agreement.

(d) Each party will, within thirty (30) days, notify the other, in writing, in the event that the title to all or part of any interest in the subsurface (including uplands and submerged lands) affected by this Settlement Agreement is

questioned in an administrative or judicial proceeding. Each party will have the right to intervene at its own expense in any such proceeding.

(e) Each party will, within thirty (30) days, notify the other, in writing, in the event a dispute arises as to the interpretation of a **Subsurface Agreement** concerning either the **Point Lay subsurface** or the **Nuiqsut subsurface** which dispute may affect, directly or indirectly, revenues shared under this Settlement Agreement. In the event the dispute results in an administrative or judicial proceeding involving either party and another person, then the other party will have the right to intervene at its own expense in that proceeding.

(f) A party's decision not to intervene as might be allowed under paragraphs (d) and (e) above will not relieve the other party of any obligation otherwise owed under this Settlement Agreement.

10.12. Rule of Evidence 408.

Alaska Evidence Rule 408 and Federal Rule of Evidence 408 both proscribe the admission into evidence of discussions of compromise and settlement, except under certain circumstances. This Settlement Agreement is in settlement of disputed matters. Accordingly, neither this Settlement Agreement nor any of its provisions may be introduced as evidence in any lawsuit concerning the enforceability of any provision of the 1974 Agreement, be construed to be an admission against either party as to the enforceability of any provision of the 1974 Agreement, or be used for any purpose other than enforcement of this Settlement Agreement. Draft settlement proposals and written or oral statements made with respect to this Settlement Agreement's negotiation (including those that might be made in efforts to secure passage of a law under section 1), are for purposes of settlement only, and may not be deemed admissions by either party, or otherwise deemed admissible as evidence in a lawsuit concerning the enforceability of the 1974 Agreement.

10.13. Assignment; Delegation.

The assignment of any rights and the delegation of any duties under this Settlement Agreement are prohibited except as might be expressly allowed in subsection 7.3 above. Subject to the restrictions of section 7, the terms and provisions of this Settlement Agreement shall inure to the benefit of and be binding upon ASRC and the State, and each party's successors and assigns.

10.14. Other Documents and Actions.

The parties agree to execute and deliver to each other such documents and instruments, including the Exhibits, as provided for herein, and take such other actions as shall be reasonably necessary and appropriate to implement, effectuate, and carry out the intentions of this Settlement Agreement.

10.15. Remedies and Specific Performance.

Both ASRC and the State expressly agree that each may enforce its rights hereunder by any and all remedies available under law or equity. Both ASRC and the State agree that irreparable damage would occur if any of the provisions of this Settlement Agreement were not performed in accordance with their specific terms or were otherwise breached. It is therefore agreed that ASRC and the State shall be entitled to an injunction or injunctions to prevent breaches of this Settlement Agreement and to enforce specifically the terms and provisions of it in a Superior Court of the State of Alaska, in addition to any other remedy to which they are entitled at law or in equity. Nothing in this Settlement Agreement or implementing legislation, however, shall be construed to create any right of action, direct or otherwise, in any person not a party to this Settlement Agreement.

11. DEFINITIONS.

11.1. Action Notice.

"Action Notice" means a written notice given by the State to ASRC, in the absence of an Approval Agreement, setting forth the substantive terms and conditions of a proposed Subsurface Agreement or Subsurface Agreement Solicitation and

describing the Nuiqsut subsurface or Point Lay subsurface affected by it as more fully set forth in paragraph 4.3(d) of this Settlement Agreement.

11.2. ANCSA.

"ANCSA" means the Alaska Native Claims Settlement Act of 1971 (Pub. L. 92-203, 43 U.S.C. §§ 1601 et seq., as amended), and "ANILCA" means the Alaska National Interest Lands Conservation Act of 1980 (Pub L. 96-487, December 2, 1980).

11.3. Approval Agreement.

"Approval Agreement" means a written agreement executed by the State and ASRC setting forth the substantive terms and conditions of a proposed Subsurface Agreement or Subsurface Agreement Solicitation as more fully set forth in paragraph 4.3(c) of this Settlement Agreement.

11.4. Commissioner.

"Commissioner" means the Commissioner of the Department of Natural Resources of the State of Alaska.

11.5. Consultant Group.

"Consultant Group" means the panel consisting of Qualified Independent Consultants established to hear and decide protests of Action Notices as more fully set forth in paragraph 4.3(h) of this Settlement Agreement.

11.6. Consultant Opinion.

"Consultant Opinion" means an opinion issued by a Qualified Independent Consultant deciding a protest as more fully set forth in paragraph 4.3(j) of this Settlement Agreement.

11.7. Director.

"Director" means the Director of the Division of Oil and Gas within the Department of Natural Resources of the State of Alaska.

11.8. Executive Rights.

"Executive Rights" means the exclusive right, power, and authority to formulate and issue Subsurface Agreement Solicitations and to negotiate, formulate, agree upon, execute,

and grant **Subsurface Agreements** pursuant to the terms of this Settlement Agreement.

11.9. **Fair Market Value.**

"Fair market value" means the amount of money that an informed purchaser, willing but not obligated to buy, would pay an informed seller, willing but not obligated to sell, for particular property, goods, or services.

11.10. **Final Effective Date.**

"Final Effective Date" means the effective date, as determined under AS 01.10.070, of a state law approving this Settlement Agreement as set out in Exhibit A or in such other form as may be approved in writing by both ASRC and the Commissioner of Natural Resources.

11.11. **Final Partial Section.**

"Final Partial Section" means a section of Nuiqsut subsurface described in Exhibit E as to which the Bureau of Land Management grants to Kuukpik Corporation the surface estate in less than all the lands selected by Kuukpik Corporation in the section in order not to exceed the total number of acres as to which Kuukpik Corporation is entitled to receive a conveyance of the surface estate under ANCSA.

11.12. **Fully Conveyed Section.**

"Fully Conveyed Section" means, as of any relevant date, a section of Nuiqsut subsurface described in Exhibit E as to which ASRC has, as of that date, theretofore received one or more interim conveyances or patents from the United States conveying to ASRC the Nuiqsut subsurface in all lands in that entire section to which ASRC is or can become entitled pursuant to ANCSA; provided, further, that:

(a) no section of Nuiqsut subsurface listed in this paragraph shall be deemed to be a "Fully Conveyed Section" before the date when all Alaska Native allotment applications affecting that section and listed in this paragraph have been approved and granted or rejected or withdrawn and all Nuiqsut subsurface within that section now covered by those Alaska Native allotment applications has either been patented or tentatively approved to the State or

conveyed to ASRC by an interim conveyance or patent from the United States:

<u>Township</u>	<u>Section</u>	<u>Native Allotment application</u>
T10N, R5E UM	16	F11723, Sarah Kunaknana
T10N, R5E UM	17	F11723, Sarah Kunaknana
T10N, R5E UM	32	F14607, Leffingwell Erikloak
T10N, R5E UM	33	F14607, Leffingwell Erikloak
T12N, R6E UM	1	F13833, Annie Allen
T12N, R6E UM	1	F13834, Jim T. Allen
T12N, R6E UM	2	F13833, Annie Allen
T12N, R6E UM	2	F13834, Jim T. Allen
T12N, R6E UM	10	F14315, Lena Baker
T12N, R6E UM	11	F13833, Annie Allen
T12N, R6E UM	11	F13835, Neil Allen
T12N, R6E UM	11	F14315, Lena Baker
T12N, R4E UM	10	F11949, Abraham Woods
T12N, R4E UM	11	F11949, Abraham Woods
T12N, R4E UM	14	F11949, Abraham Woods
T12N, R4E UM	15	F11949, Abraham Woods
T12N, R4E UM	15	F11951, Joeb O. Woods
T12N, R4E UM	14	F11951, Joeb O. Woods

(b) no section of Nuiqsut subsurface listed in this paragraph shall be deemed to be a "Fully Conveyed Section" before the earlier of (i) the date when all Nuiqsut subsurface within that section now covered by an Alaska Native allotment application listed in this paragraph has been conveyed to ASRC by an interim conveyance or patent from the United States, or (ii) the date when it is finally determined (by final administrative or judicial decision after conclusion of all appeals) or by written acknowledgment by ASRC that ASRC is not entitled to receive an interim conveyance or patent from the United States of the subsurface within that section now covered by that Alaska Native allotment application:

<u>Township</u>	<u>Section</u>	<u>Native Allotment application</u>
T12N, R4E UM	15	F11947, Nany Woods
T12N, R4E UM	15	F11943, Lydia Woods Sovlik
T12N, R4E UM	22	F11943, Lydia Woods Sovlik

and

(c) when ASRC receives an interim conveyance or patent to the Nuiqsut subsurface in all the lands in a Final Partial Section in which the surface estate has been granted to Kuukpik Corporation, that portion of the Final Partial

Section which shall thereupon be deemed to be a Fully Conveyed Section shall be determined by dividing the Final Partial Section into sixteen (16) equal quarter-quarter subsections (each constituting either the NE, NW, SW, or SE quarter of the NE, NW, SW, or SE quarter of the Final Partial Section), with the entirety of each quarter-quarter subsection within which any subsurface is granted to ASRC in the interim conveyance or patent of subsurface from the United States to ASRC to be included in the Fully Conveyed Section, and with the remainder of the Final Partial Section to be excluded from the Nuiqsut subsurface as provided for in paragraph 2.3(b).

11.13. Kuukpik Agreement.

"Kuukpik Agreement" means the agreement a copy of which is attached as Exhibit K.

11.14. Legal Rate of Interest.

"Legal rate of interest" means that rate of simple (not compounded) interest earned on money due and owing as established under AS 45.45.010(a) (or any similar or successor legislation hereafter enacted) at the time the principal sum becomes due and owing.

11.15. Limited Prudent Landowner Standard.

"Limited Prudent Landowner Standard" means the Prudent Landowner Standard except to the extent that the State is prevented from complying with such standard because of its duties and obligations as sovereign or because of applicable federal or state statutes, regulations, and constitutional provisions, including, but not limited to, those that govern protection of natural resources and procedural requirements for disposal of interests in State lands for leasing, exploration, and development of natural resources, subject, however, to the provisions of subsection 8.2.

11.16. Nuiqsut subsurface.

"Nuiqsut subsurface" means the subsurface in all the uplands and submerged lands now and hereafter existing in the following lands, all located within the Umiat Meridian (subject, if applicable, to the provisions of paragraph 2.3(b) above):

T.10N., R.4E., U.M.
Secs. 1, 2, 12, 13.

T.10N., R.5E., U.M.
Secs. 1-18, 20-29, 32-36.

T.10N., R.6E., U.M.
Secs. 7, 18, 19, 30, 31.

T.11N., R.4E., U.M.
Secs. 1-3, 10-16, 22-27, 35, 36.

T.11N., R.5E., U.M.
Secs. 1, 11-15, 19-36.

T.11N., R.6E., U.M.
Secs. 1-9, 16-20, 29-31.

T.12N., R.4E., U.M.
Secs. 1-5, 8-17, 20-27, 34-36.

T.12N., R.5E., U.M.
Secs. 24, 25, 36.

T.12N., R.6E., U.M.
Secs. 1-5, 7-36.

T.13N., R.4E., U.M.
Secs. 25-28, 32-36.

11.17. The parties.

"The parties" means ASRC and the State; unless the context clearly refers to a third party, "party" means either ASRC or the State.

11.18. Person.

"Person" means a natural person and all types of private or governmental entities, including but not limited to all such entities listed in AS 01.10.060(7), and any corporate subsidiary or joint venture.

11.19. Point Lay subsurface.

"Point Lay subsurface" means the subsurface in all uplands and submerged lands now and hereafter existing in the following lands, all located within the Umiat Meridian:

T.1N., R.45W., U.M.
Secs. 1-36.

T.1N., R.46W., U.M.
Secs. 1-3, 10-15, 22-27, 34-36.

T.2N., R.45W., U.M.
Secs. 1-36.

T.2N., R.46W., U.M.
Secs. 2, 3, 10, 11, 14, 15, 22-24, 26, 27, 34-36.

T.3N., R.45W., U.M.
Secs. 1, 2, 11, 12.

T.4N., R.45W., U.M.
Secs. 25, 26, 35, 36.

T.6N., R.43W., U.M.
Secs. 1, 2, 11-14, 23-28, 31-36.

T.7N., R.43W., U.M.
Sec. 36.

11.20. Proposed Action Notice.

"Proposed Action Notice" means a written notice given by the State to ASRC describing the portion of Nuiqsut subsurface or Point Lay subsurface involved in a proposed Subsurface Agreement or Subsurface Agreement Solicitation and the nature (and, to the extent then known by the State, the proposed terms) of that proposed Subsurface Agreement or Subsurface Agreement Solicitation as more fully set forth in paragraph 4.3(b) of this Settlement Agreement.

11.21. Protest Notice.

"Protest Notice" means a written notice given by ASRC to the State protesting an Action Notice and stating the objections of ASRC to substantive terms and conditions of a proposed Subsurface Agreement or Subsurface Agreement Solicitation, as more fully set forth in paragraph 4.3(e) of this Settlement Agreement.

11.22. Prudent Landowner Standard.

"Prudent Landowner Standard" means the degree of diligence and discretion that would be exercised by an average landowner, acting as a reasonable and prudent person who is familiar with prevailing practices and standards in the oil, gas, and mineral industry in the area at the time, in seeking to cause his subsurface to be explored and developed and to maximize

subsurface revenues from such subsurface and protect such subsurface from drainage.

11.23. Qualified Independent Consultant.

"Qualified Independent Consultant" means a member of the Consultant Group as more fully set forth in paragraph 4.3(h) of this Settlement Agreement.

11.24. 7(i) Agreement.

"7(i) Agreement" means the Section 7(i) Settlement Agreement reached in 1982 between ASRC and other ANCSA Regional Corporations.

11.25. Substantive terms and conditions.

"Substantive terms and conditions" means, but is not limited to, timing of lease sales, lease tract identification and composition, bid terms, and lease terms, but shall not include (i) the exercise by the State of its duties and obligations as sovereign, (ii) the State's compliance with applicable federal or state statutes, regulations, and constitutional provisions, including, but not limited to, those that govern protection of natural resources and procedural requirements for disposal of interests in State lands for leasing, exploration, and development of natural resources, (iii) the granting of exploration incentive credits against tax obligations or the State's royalty interest (but not ASRC's royalty interest), or (iv) other exercise of the State's taxing power.

11.26. Subsurface.

"Subsurface" means all interests in oil, gas, or other minerals, now known or discovered in the future in, on, or under land (including all depths, formations, and horizons), together with all rights, privileges, benefits, and powers conferred upon the owner of that interest with respect to the use and occupation of the surface of, and the subsurface depths under, the lands that may be necessary, convenient, or incidental to the possession and enjoyment (and including, without limitation, exploring, drilling, developing, producing, mining, saving, handling, treating, transporting, marketing, and operating the

oil, gas, or other minerals). However, "subsurface" does not include any "mineral" that on January 3, 1959, was subject to location under the mining laws of the United States, does not include sand and gravel (whether or not of an uncommon variety), and does not include water.

11.27. Subsurface Agreement.

"Subsurface Agreement" means any oil, gas, or mineral lease or other contract or agreement granting or agreeing to grant to any person any right, title, or interest in or to any Nuiqsut subsurface or Point Lay subsurface or any right, license or permit to explore for, develop, produce, or otherwise exploit oil, gas, or other minerals in, on, or under any Nuiqsut subsurface or Point Lay subsurface; however, a contract or agreement to sell, exchange, or otherwise dispose of oil, gas, or minerals after severance or production thereof from the subsurface is not a "Subsurface Agreement." Also, a surface authorization given pursuant to the State's sovereign authority (such as land- or water-use permits) is not a Subsurface Agreement whether or not the authorization is given in support of development of the Nuiqsut Subsurface or the Point Lay Subsurface. Likewise, a license or permit authorizing the licensee or permittee to conduct seismic exploration on the Nuiqsut subsurface area or Point Lay subsurface area (which license or permit does not grant any right to drill exploratory or development wells or otherwise to produce or remove or acquire any right or interest in oil, gas or other minerals or subsurface revenues) is not a Subsurface Agreement, although such license or permit shall be subject to the provisions of subsection 10.3.

11.28. Subsurface Agreement Solicitation.

"Subsurface Agreement Solicitation" means a request for bids, notice of lease sale, or other form of solicitation of bid proposals or offers for Subsurface Agreements; however, for purposes of this Settlement Agreement, the "issuance" of or to "issue" a Subsurface Agreement Solicitation includes, when applicable, the execution and delivery of a Subsurface Agreement

as described in that Subsurface Agreement Solicitation in acceptance of a bid or offer received in response to that Subsurface Agreement Solicitation.

11.29. Subsurface revenues.

"Subsurface revenues" means all bid deposits, bonuses, rents, net profits, royalties, the proceeds of sale or exchanges, benefits, or any other thing of value that is received and is attributable to or generated from the exploration, development, production, or other exploitation of, or lease, sale, exchange, or other disposition of any interest in the Nuiqsut subsurface or the Point Lay subsurface, as applicable, except as expressly otherwise provided in paragraph 7.3(b) of this Settlement Agreement. Subsurface revenues includes all rents, profits, and royalties, the proceeds of sales or exchanges, benefits, or any other thing of value that is received and is attributable to or generated from the oil and gas leases described in section 9 attributable to any part of the Nuiqsut subsurface. When subsurface revenues are received in a form other than cash or cash equivalents, the cash fair market value at the time of the receipt will be included in and considered as subsurface revenues.

Subsurface revenues does not include taxes of any kind owed to the State by any person, including ASRC. Subsurface revenues also does not include the customary fees charged by the State in connection with the filing of an application for a permit, lease, license, or mining claim, mining lease, or mining leasehold location that are generally applicable to all such applications and are not limited to or different in amount with respect to applications pertaining to Nuiqsut subsurface or Point Lay subsurface as compared to other subsurface areas, or other like generally applicable fees customarily charged by the State for authorizations, publications, or services.

11.30. Unauthorized Action.

"Unauthorized Action" means the execution or issuance by the State as executive of any Subsurface Agreement. or

Subsurface Agreement Solicitation which has not, within six (6) months before execution or issuance thereof, either:

(a) been approved by an Approval Agreement as to its substantive terms and conditions pursuant to paragraph 4.3(c); or

(b) been the subject of an Action Notice received by ASRC pursuant to paragraph 4.3(d) with respect to which ASRC has failed to give a Protest Notice to the State pursuant to paragraph 4.3(e) within ten (10) days after receipt of that Action Notice; or

(c) been the subject of a Consultant Opinion rendered pursuant to paragraph 4.3(j) concluding that execution or issuance thereof either would or would not be consistent with the standard set forth in paragraph 4.2(a) of this Settlement Agreement.

12. SIGNATURES.

This Settlement Agreement is being signed in five (5) counterparts, to be effective as of the date of execution hereof set out below by the last of the parties named below who are executing this Settlement Agreement on behalf of ASRC and the State, respectively. Each will be deemed an original; however, all constitute one and the same agreement.

ARCTIC SLOPE REGIONAL CORPORATION

Executed:
December 17, 1991

By Jacob Adams
Name: Jacob Adams
Title: President

STATE OF ALASKA

BY: ATTORNEY GENERAL
CHARLES E. COLE

Executed:
December 13, 1991

By Charles E. Cole
Name:
Title:

AND

BY: STATE OF ALASKA
DEPARTMENT OF NATURAL
RESOURCES

Executed:
December 17, 1991

By Harold C. Heinze
Harold C. Heinze,
Commissioner

THE STATE OF ALASKA §
 § ss.
3rd JUDICIAL DISTRICT §

This is to certify that on the 17th day of December, 1991, before me appeared Jacob Adams, the person who has been lawfully authorized as the President of Arctic Slope Regional Corporation, a corporation organized and existing under the laws of the state of Alaska, to execute the foregoing document; that Jacob Adams executed that document under legal authority and with knowledge of its contents; and that this act was performed freely and voluntarily upon the premises and for the purposes stated in the document.

Witness my hand and official seal the day and year in this certificate first above written.

Shirley Humes
Notary Public in and for Alaska

My Commission Expires: July 10, 1994

THE STATE OF ALASKA §
 § ss.
3rd JUDICIAL DISTRICT §

This is to certify that on the 13th day of December, 1991, before me appeared Charles E. Cole, the person who has been lawfully delegated the authority of Charles E. Cole, the Attorney General, State of Alaska, to execute the foregoing document; that he executed that document under legal authority and with knowledge of its contents; and that this act was performed freely and voluntarily upon the premises and for the purposes stated in the document.

Witness my hand and official seal the day and year in this certificate first above written.

Gyonne Lindblom
Notary Public in and for Alaska

My Commission Expires: 9-11-92

THE STATE OF ALASKA §
 § ss.
3rd JUDICIAL DISTRICT §

This is to certify that on the 17th day of December, 1991, before me appeared Harold C. Heinze, the Commissioner, Department of Natural Resources, State of Alaska; that Harold C. Heinze executed that document under legal authority and with knowledge of its contents; and that this act was performed freely and voluntarily upon the premises and for the purposes stated in the document.

Witness my hand and official seal the day and year in this certificate first above written.

Shirley Harris
Notary Public in and for Alaska

My Commission Expires: July 10, 1994

NOTE:

EXHIBIT A IS A DRAFT BILL, AND DIFFERS SOMEWHAT
FROM THE BILL INTRODUCED AT THE GOVERNOR'S
REQUEST IN JANUARY 1992.

EXHIBIT A

IN THE _____

BY THE _____ COMMITTEE BY
REQUEST OF THE GOVERNOR

_____ BILL NO.

IN THE LEGISLATURE OF THE STATE OF ALASKA

SEVENTEENTH LEGISLATURE—SECOND SESSION

A BILL

For an Act Entitled: "An Act relating to the approval of an agreement settling litigation between the State of Alaska and Arctic Slope Regional Corporation; and providing for an effective date."

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

- * Sec. 1. PURPOSE. The purpose of the Act is to provide for the settlement of certain claims raised in litigation between the State of Alaska and Arctic Slope Regional Corporation in "State of Alaska v. Arctic Slope Regional Corporation," Alaska Superior Court, Third Judicial District, Case No. 3AN-85-15523.
- * Sec. 2. RATIFICATION. Notwithstanding any other provision of Alaska law, the "1991 Settlement Agreement Between Arctic Slope Regional Corporation and the State of Alaska" (including the Exhibits to it) is incorporated herein by reference and is hereby ratified as to the rights, duties, agreements, and obligations of the State of Alaska provided for or contemplated in it. No statutory or common law rules against perpetuities or restraints of alienation of property shall apply to the settlement agreement or to any interest or power created by it.
- * Sec. 3. COMMISSIONER AUTHORITY. The commissioner of natural resources is authorized to carry out and perform the settlement agreement, including, without limitation, executing and delivering patents to Arctic Slope Regional

Corporation as provided for in the settlement agreement, notwithstanding any procedural requirement or other provision of the Alaska Statutes that might otherwise be deemed a restriction on the commissioner's authority to do so. However, the commissioner may not materially amend the settlement agreement without legislative approval.

* Sec. 4. RECORDATION. (a) The commissioner of natural resources shall record a true and authenticated photocopy of the settlement agreement and any conveyance document required thereby in the recording office of the appropriate recording district, and incorporate the settlement agreement in the lands records system maintained by the Department of Natural Resources.

(b) The commissioner of natural resources shall deliver a signed original of the settlement agreement to the Archivist in the Department of Administration for preservation.

* Sec. 5. ACTIONS. (a) No person may bring an action challenging the legality of the settlement agreement, in whole or in part, or a provision of this act, unless the action is commenced in a state superior court within thirty (30) days after the effective date of this act.

(b) The State of Alaska waives its sovereign immunity from suit by Arctic Slope Regional Corporation or its successors or assigns seeking to enforce or protect rights conferred on Arctic Slope Regional Corporation under the settlement agreement, but only if that action is brought in state superior court. Nothing in this act is intended to waive the State of Alaska's U.S. Constitution Eleventh Amendment immunity from suit in federal court.

(c) Nothing in this act is intended to create a right in any person to challenge the legality of all or part of the settlement agreement or this act.

* Sec. 6. This act takes effect immediately in accordance with AS 01.10.070(c).

EXHIBIT B

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

STATE OF ALASKA,
Plaintiff,

vs.

ARCTIC SLOPE REGIONAL
CORPORATION,
Defendant.

§
§
§
§
§
§
§
§
§

Case No. 3AN-85-15523

STIPULATION FOR DISMISSAL

The parties, through counsel, hereby stipulate to dismiss this action without prejudice, each party to bear its own costs, including attorney's fees. This dismissal is made pursuant to the terms of the 1991 Settlement Agreement Between Arctic Slope Regional Corporation And The State Of Alaska.

Dated: _____, 1991 WICKWIRE, SEWARD, GREENE & CROSBY

By _____
David C. Crosby

Attorneys for the defendant, Arctic Slope Regional Corporation

CHARLES E. COLE
ATTORNEY GENERAL
STATE OF ALASKA

Dated: _____, 1991

By _____

Assistant Attorney General for plaintiff, State of Alaska

ORDER

It is so ordered this _____ day of _____,
1991, in Anchorage, Alaska.

JUDGE OF THE SUPERIOR COURT

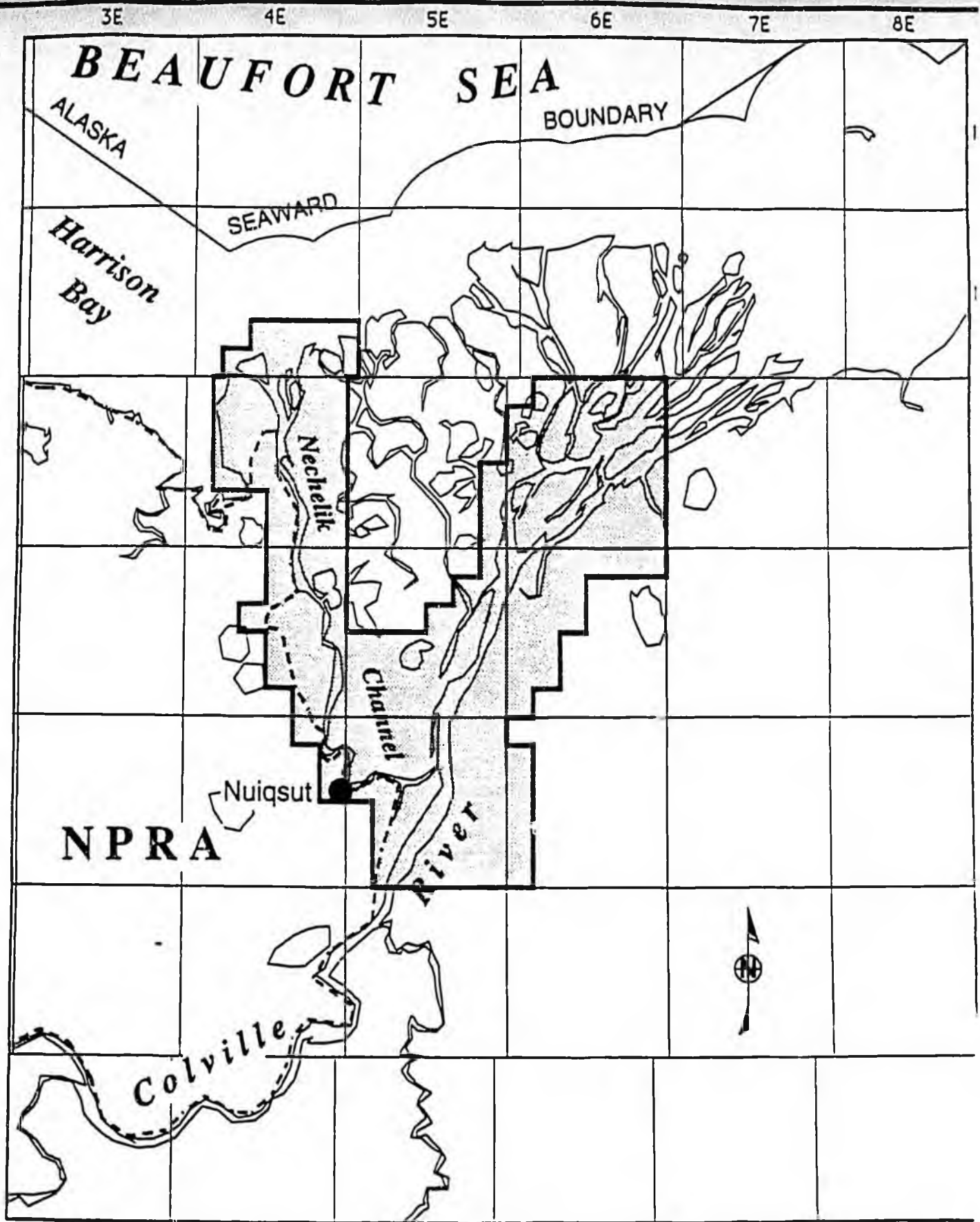
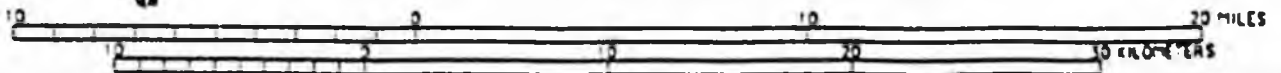


Exhibit C Nuiqsut Subsurface

SCALE 1: 317,000 ONE INCH = FIVE MILES APPROX.

Alaska
Department of
Natural Resources
Division of Oil and G
12-4-91



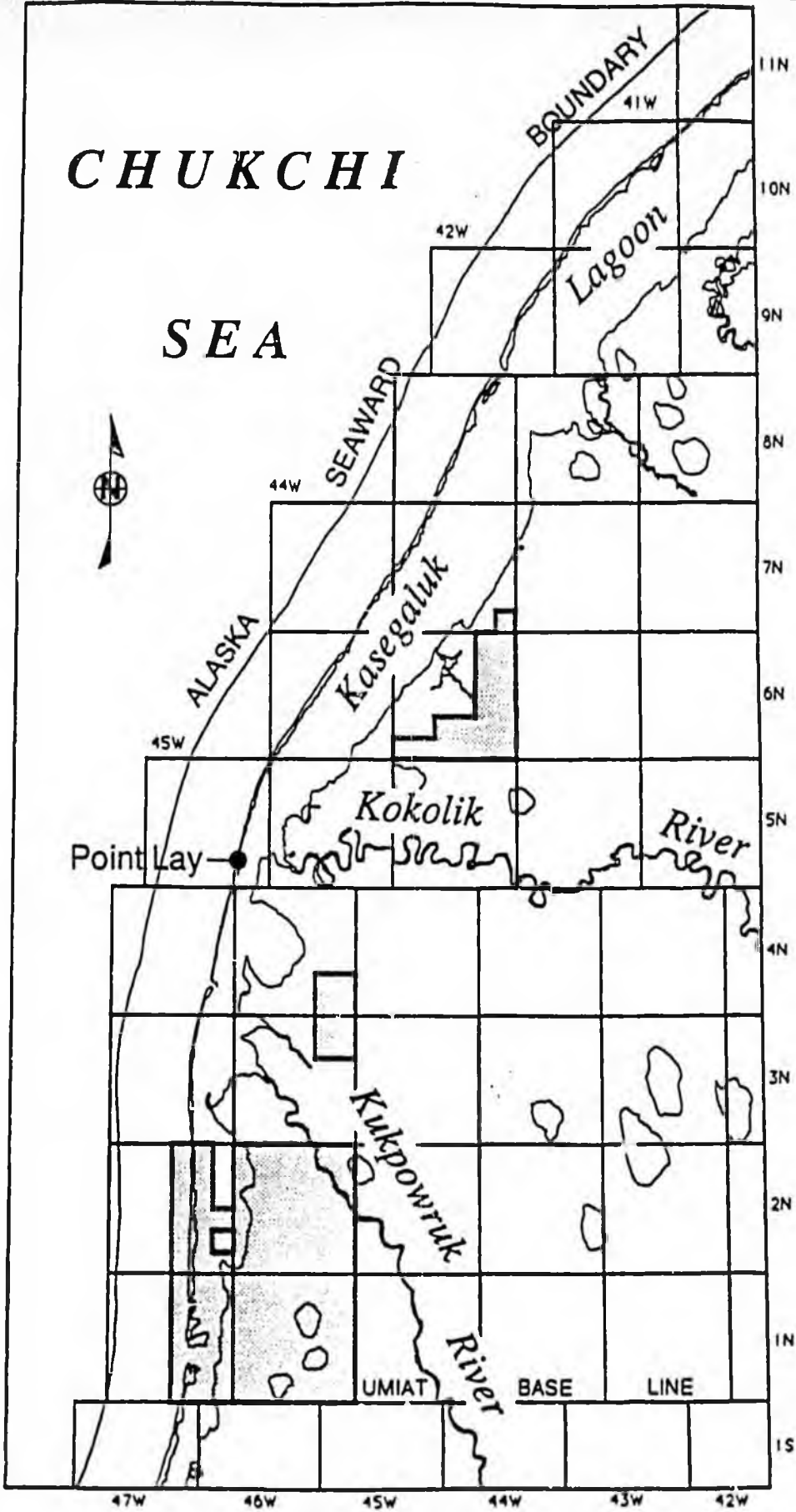


Exhibit D
Point Lay Subsurface

Alaska
 Department of
 Natural Resources
 Division of Oil and Gas
 12-4-91

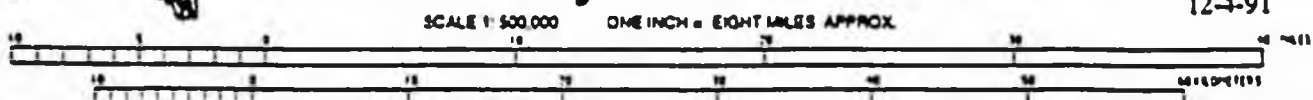


EXHIBIT E

**ASRC AND STATE PERCENTAGE OWNERSHIP
(NUIQSUT SUBSURFACE)**

<u>Township/Section</u>	<u>ASRC Percentage</u>	<u>State Percentage</u>	<u>Acreage</u>
T10N, R4E Umiat Meridian			
Section: 1	44.93%	55.07%	640
2	92.14%	7.86%	640
12	79.05%	20.95%	640
13	94.45%	5.55%	640
T10N, R5E Umiat Meridian			
Section: 1	42.55%	57.45%	640
2	36.70%	63.30%	640
3	19.25%	80.75%	640
4	50.00%	50.00%	640
5	50.00%	50.00%	640
6	50.00%	50.00%	609
7	48.90%	51.10%	612
8	49.48%	50.52%	640
9	50.00%	50.00%	640
10	21.78%	78.22%	640
11	42.61%	57.39%	640
12	49.75%	50.25%	640
13	50.00%	50.00%	640
14	49.58%	50.42%	640
15	18.00%	82.00%	640
16	41.43%	58.57%	640
17	79.43%	20.57%	640
18	65.13%	34.87%	615
20	83.54%	16.46%	640
21	43.62%	56.38%	640
22	26.61%	73.39%	640
23	50.00%	50.00%	640
24	50.00%	50.00%	640
25	50.00%	50.00%	640
26	50.00%	50.00%	640
27	45.27%	54.73%	640
28	21.42%	78.58%	640
29	53.88%	46.12%	640
32	See Alternative Outcomes for T10N, R5E		
33	See Alternative Outcomes for T10N, R5E		
34	48.98%	51.02%	640
35	50.00%	50.00%	640
36	50.00%	50.00%	640

T10N, R5E UM: Alternate Outcomes for Sections Affected by Alaska Native Allotment Applications

Section 33, Native Allotment Application F14607			
Approved	30.18%	69.82%	640
Rejected	41.11%	58.89%	640
Section 32, Native Allotment Application F14607			
Approved	24.46%	75.54%	640
Rejected	26.05%	73.95%	640

<u>Township/Section</u>	<u>ASRC Percentage</u>	<u>State Percentage</u>	<u>Acres</u>
T10N, R6E Umiat Meridian			
Section: 7	50.00%	50.00%	612
18	50.00%	50.00%	615
19	50.00%	50.00%	617
30	50.00%	50.00%	620
31	50.00%	50.00%	623
T11N, R4E Umiat Meridian			
Section: 1	46.49%	53.51%	640
2	42.75%	57.25%	640
3	89.75%	10.25%	640
10	97.61%	2.39%	640
11	29.41%	70.59%	640
12	23.13%	76.87%	640
13	32.45%	67.55%	640
14	46.37%	53.63%	640
15	60.20%	39.80%	640
16	99.66%	0.34%	640
22	78.65%	21.35%	640
23	49.33%	50.67%	640
24	39.49%	60.51%	640
25	36.59%	63.41%	640
26	51.25%	48.75%	640
27	97.40%	2.60%	640
35	69.49%	30.51%	640
36	39.03%	60.97%	640
T11N, R5E Umiat Meridian			
Section: 1	36.31%	63.69%	640
11	42.32%	57.68%	640
12	17.22%	82.78%	640
13	22.52%	77.48%	640
14	37.21%	62.79%	640
15	49.99%	50.01%	640
19	47.12%	52.88%	601
20	44.21%	55.79%	640
21	50.00%	50.00%	640
22	42.74%	57.26%	640
23	31.65%	68.35%	640
24	33.89%	66.11%	640
25	49.35%	50.65%	640
26	20.39%	79.61%	640
27	32.39%	67.61%	640
28	49.94%	50.06%	640
29	49.14%	50.86%	640
30	49.83%	50.17%	604
31	50.00%	50.00%	607
32	50.00%	50.00%	640
33	49.80%	50.20%	640
34	14.34%	85.66%	640
35	30.37%	69.63%	640
36	46.60%	53.40%	640
T11N, R6E Umiat Meridian			
Section: 1	49.02%	50.98%	640
2	50.00%	50.00%	640
3	50.00%	50.00%	640
4	50.00%	50.00%	640
5	41.98%	58.02%	640
6	19.22%	80.78%	593

<u>Township/Section</u>	<u>ASRC Percentage</u>	<u>State Percentage</u>	<u>Acreage</u>
7	39.48%	60.52%	596
8	44.08%	55.92%	640
9	49.84%	50.16%	640
16	50.00%	50.00%	640
17	44.93%	55.07%	640
18	45.77%	54.23%	599
19	49.50%	50.50%	601
20	45.17%	54.83%	640
29	49.21%	50.79%	640
30	50.00%	50.00%	604
31	50.00%	50.00%	607

T12N, R4E Umiat Meridian

Section: 1	44.64%	55.36%	640
2	45.38%	54.62%	640
3	26.58%	73.42%	640
4	42.31%	57.69%	640
5	23.81%	76.19%	640
8	35.40%	64.60%	640
9	48.47%	51.53%	640
10	See Alternative Outcomes for T12N, R4E		
11	See Alternative Outcomes for T12N, R6E		
12	46.68%	53.32%	640
13	44.91%	55.09%	640
14	See Alternative Outcomes for T12N, R4E		
15	See Alternative Outcomes for T12N, R4E		
16	53.79%	46.21%	640
17	30.37%	69.63%	640
20	12.55%	87.45%	640
21	73.77%	26.23%	640
22	See Alternative Outcomes for T12N, R4E		
23	49.95%	50.05%	640
24	48.03%	51.97%	640
25	44.21%	55.79%	640
26	39.82%	60.18%	640
27	92.00%	8.00%	640
34	99.82%	0.18%	640
35	40.76%	59.24%	640
36	49.28%	50.72%	640

T12N, R4E UM: Alternate Outcomes for Sections Affected by Alaska Native Allotment Applications

Section 10, Native Allotment Application F11949			
Approved	29.61%	70.39%	640
Rejected	30.39%	69.61%	640
Section 11, Native Allotment Application F11949			
Approved	47.13%	52.87%	640
Rejected	48.30%	51.70%	640
Section 14, Native Allotment Applications F11949 and F11951			
Both approved	35.55%	64.45%	640
F11949 approved, F11951 rejected	43.36%	56.64%	640
F11949 rejected, F11951 approved	42.19%	57.81%	640
Both rejected	50.00%	50.00%	640

<u>Township/Section</u>	<u>ASRC Percentage</u>	<u>State Percentage</u>	<u>Acres</u>
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Section 15, Native Allotment Applications F11949, F11951, F11947¹, and F11943¹

F11949	F11951	F11947 ¹	F11943 ¹	ASRC Percentage	State Percentage	Acres
Approved	Approved	Approved	Approved	41.66%	58.34%	640
Rejected	Approved	Approved	Approved	45.56%	54.44%	640
Approved	Rejected	Approved	Approved	46.34%	53.66%	640
Approved	Approved	Rejected	Approved	28.33%	71.67%	640
Approved	Approved	Approved	Rejected	38.28%	61.72%	640
Rejected	Rejected	Approved	Approved	50.25%	49.75%	640
Rejected	Approved	Rejected	Approved	33.13%	66.87%	640
Rejected	Approved	Approved	Rejected	42.41%	57.59%	640
Approved	Rejected	Rejected	Approved	34.09%	65.91%	640
Approved	Rejected	Approved	Rejected	43.24%	56.76%	640
Approved	Approved	Rejected	Rejected	23.17%	76.83%	640
Rejected	Approved	Rejected	Rejected	28.31%	71.69%	640
Rejected	Rejected	Approved	Rejected	47.37%	52.63%	640
Rejected	Rejected	Rejected	Approved	38.89%	61.11%	640
Approved	Rejected	Rejected	Rejected	29.34%	70.66%	640
Rejected	Rejected	Rejected	Rejected	34.48%	65.52%	640

Section 22, Native Allotment Application F11943

Approved	52.63%	47.37%	640
Rejected	40.05%	50.95%	640

T12N, R5E Umiat Meridian

Section: 24	50.00%	50.00%	640
25	40.29%	59.71%	640
36	41.58%	58.42%	640

T12N, R6E Umiat Meridian

Section: 1	See Alternative Outcomes for T12N, R6E		
2	See Alternative Outcomes for T12N, R6E		
3		37.42%	62.58%
4		30.44%	69.56%
5		39.57%	60.43%
7		39.12%	60.88%
8		37.87%	62.13%
9		36.02%	63.98%
10	See Alternative Outcomes for T12N, R6E		
11	See Alternative Outcomes for T12N, R6E		
12		23.74%	76.26%
13		23.22%	76.78%
14		32.74%	67.26%
15		22.43%	77.57%
16		28.11%	71.89%
17		36.61%	63.39%
18		40.59%	59.41%
19		38.54%	61.46%
20		25.71%	74.29%
21		34.35%	65.65%
22		28.29%	71.71%

¹ Alaska Native Allotment Application F11943 or Alaska Native Allotment Application F11947 (or both, as applicable) shall be deemed to have been "rejected" for purposes of this Exhibit E as to a section of Nuiqsut subsurface affected thereby if that section becomes a Fully Conveyed Section as defined in subsection 11.12 of the Settlement Agreement before all Nuiqsut subsurface within that section covered by that Alaska Native Allotment Application has been conveyed to ASRC by an interim conveyance or patent from the United States.

<u>Township/Section</u>	<u>ASRC Percentage</u>	<u>State Percentage</u>	<u>Acres</u>
23	22.61%	77.39%	640
24	40.58%	59.42%	640
25	44.58%	55.42%	640
26	49.26%	50.74%	640
27	28.25%	71.75%	640
28	31.69%	68.31%	640
29	46.40%	53.60%	640
30	29.67%	70.33%	588
31	33.10%	66.90%	591
32	26.59%	73.41%	640
33	33.17%	66.83%	640
34	50.00%	50.00%	640
35	50.00%	50.00%	640
36	47.80%	52.20%	640

T12N, R6E UM: Alternate Outcomes for Sections Affected by Alaska Native Allotment Applications

Section: 1, Native Allotment Applications F13833 and F13834

Both approved	15.48%	84.52%	640
F13833 approved, F13834 rejected	23.29%	76.71%	640
F13833 rejected, F13834 approved	17.12%	82.88%	640
Both rejected	24.93%	75.07%	640

Section: 2, Native Allotment Applications F13833, F13834, and F13835

All approved	21.77%	78.23%	640
F13833 F13834 F13835			
Approved Rejected Rejected	29.26%	70.74%	640
Approved Approved Rejected	24.58%	75.42%	640
Approved Rejected Approved	26.45%	73.55%	640
Rejected Approved Rejected	33.88%	66.12%	640
Rejected Approved Approved	31.07%	68.93%	640
Rejected Rejected Approved	35.75%	64.25%	640
All rejected	38.56%	61.44%	640

Section: 10, Native Allotment Applications F14315

Approved	28.27%	71.73%	640
Rejected	36.79%	63.21%	640

Section: 11, Native Allotment Applications F13833, F13835, and F14315

All approved	9.01%	90.99%	640
F13833 F13835 F14315			
Approved Rejected Rejected	22.68%	77.32%	640
Approved Approved Rejected	12.99%	87.01%	640
Approved Rejected Approved	18.70%	81.30%	640
Rejected Approved Rejected	14.55%	85.45%	640
Rejected Approved Approved	10.57%	89.43%	640
Rejected Rejected Approved	20.26%	79.74%	640
All rejected	24.24%	75.76%	640

T13N, R4E Umiat Meridian

Section: 25	16.32%	83.68%	640
26	1.91%	98.09%	640
27	4.26%	95.74%	640
28	0.21%	99.79%	640
32	10.38%	89.62%	640
33	23.04%	76.96%	640
34	32.35%	67.65%	640
35	39.48%	60.52%	640
36	42.65%	57.35%	640

EXHIBIT F

ASRC AND STATE PERCENTAGE OWNERSHIP
(POINT LAY SUBSURFACE)

<u>Township/Section</u>	<u>ASRC Percentage</u>	<u>State Percentage</u>	<u>Acres</u>
T1N, R45W Umiat Meridian			
Section: 1	49.00%	51.00%	640
2	49.00%	51.00%	640
3	49.00%	51.00%	640
4	49.00%	51.00%	640
5	49.00%	51.00%	640
6	49.00%	51.00%	626
7	49.00%	51.00%	628
8	49.00%	51.00%	640
9	49.00%	51.00%	640
10	49.00%	51.00%	640
11	49.00%	51.00%	640
12	49.00%	51.00%	640
13	49.00%	51.00%	640
14	49.00%	51.00%	640
15	49.00%	51.00%	640
16	49.00%	51.00%	640
17	49.00%	51.00%	640
18	49.00%	51.00%	631
19	49.00%	51.00%	634
20	49.00%	51.00%	640
21	49.00%	51.00%	640
22	49.00%	51.00%	640
23	49.00%	51.00%	640
24	49.00%	51.00%	640
25	49.00%	51.00%	640
26	49.00%	51.00%	640
27	49.00%	51.00%	640
28	49.00%	51.00%	640
29	49.00%	51.00%	640
30	49.00%	51.00%	636
31	49.00%	51.00%	639
32	49.00%	51.00%	640
33	49.00%	51.00%	640
34	49.00%	51.00%	640
35	49.00%	51.00%	640
36	49.00%	51.00%	640
T1N, R46W Umiat Meridian			
Section: 1	22.20%	77.80%	640
2	3.06%	96.94%	640
3	6.51%	93.49%	640
10	3.45%	96.55%	640
11	2.37%	97.63%	640
12	16.46%	83.54%	640
13	27.95%	72.05%	640
14	11.48%	88.52%	640
15	7.27%	92.73%	640
22	4.21%	95.79%	640
23	15.47%	84.53%	640
24	32.16%	67.84%	640
25	42.88%	57.12%	640
26	9.95%	90.05%	640

<u>Township/Section</u>	<u>ASRC Percentage</u>	<u>State Percentage</u>	<u>Acres</u>
27	10.03%	89.97%	640
34	7.27%	92.73%	640
35	1.68%	98.32%	640
36	47.85%	52.15%	640
T2N, R45W Umiat Meridian			
Section: 1	49.00%	51.00%	640
2	49.00%	51.00%	640
3	49.00%	51.00%	640
4	49.00%	51.00%	640
5	49.00%	51.00%	640
6	13.66%	86.34%	610
7	1.20%	98.80%	613
8	48.23%	51.77%	640
9	49.00%	51.00%	640
10	49.00%	51.00%	640
11	49.00%	51.00%	640
12	49.00%	51.00%	640
13	49.00%	51.00%	640
14	49.00%	51.00%	640
15	49.00%	51.00%	640
16	49.00%	51.00%	640
17	49.00%	51.00%	640
18	22.67%	77.33%	616
19	7.14%	92.86%	618
20	49.00%	51.00%	640
21	49.00%	51.00%	640
22	49.00%	51.00%	640
23	49.00%	51.00%	640
24	49.00%	51.00%	640
25	49.00%	51.00%	640
26	49.00%	51.00%	640
27	49.00%	51.00%	640
28	49.00%	51.00%	640
29	49.00%	51.00%	640
30	16.57%	83.43%	621
31	32.25%	67.75%	623
32	49.00%	51.00%	640
33	49.00%	51.00%	640
34	49.00%	51.00%	640
35	49.00%	51.00%	640
36	49.00%	51.00%	640
T2N, R46W Umiat Meridian			
Section: 2	1.99%	98.01%	640
3	3.06%	96.94%	640
10	3.06%	96.94%	640
11	3.06%	96.94%	640
14	5.90%	94.10%	640
15	2.30%	97.70%	640
22	3.45%	96.55%	640
23	3.60%	96.40%	640
24	0.38%	99.62%	640
26	5.74%	94.26%	640
27	5.36%	94.64%	640
34	7.27%	92.73%	640
35	1.30%	98.70%	640
36	13.40%	86.60%	640

EXHIBIT G

WARRANTY DEED

This warranty deed is made from Arctic Slope Regional Corporation, an Alaska corporation ("ASRC"), whose mailing address is P. O. Box 129, Barrow, Alaska 99723, to the State of Alaska ("State"), whose mailing address is Chief, Title Administration Section, Division of Land, State of Alaska, Department of Natural Resources, 3601 C Street, Suite 960, Anchorage, Alaska 99503.

W I T N E S S E T H :

This warranty deed is made pursuant to the "1991 Settlement Agreement Between Arctic Slope Regional Corporation and the State of Alaska" ("Settlement Agreement"), which was ratified and approved by the Alaska Legislature in chapter __ SLA 199__ and to which reference is here made for all purposes. The Settlement Agreement has been recorded in the recording office of the Barrow recording district and has been noted in the lands records system maintained by the State's Department of Natural Resources.

Now, therefore, in consideration of the premises, the mutual covenants and agreements contained herein and in the Settlement Agreement, and other good and valuable consideration (the receipt and sufficiency of which are all hereby acknowledged), ASRC and the State hereby agree as follows:

1. Definitions. In this warranty deed, the following definitions apply:

(a) "Subsurface" means all interests in oil, gas, or other minerals, now known or discovered in the future in, on, or under land (including all depths, formations, and horizons), together with all rights, privileges, benefits, and powers conferred upon the owner of that interest with respect to the use and occupation of the surface of, and the subsurface depths under, the lands that may be necessary, convenient, or incidental to the possession and enjoyment (and including, without

development, production, or other exploitation of, or lease, sale, exchange, or other disposition of any interest in the Nuiqsut subsurface, except as expressly otherwise provided in paragraph 7.3(b) of the Settlement Agreement. "Subsurface revenues" includes all rents, profits and royalties, the proceeds of sales or exchanges, benefits, or any other thing of value that is received and is attributable to or generated from the oil and gas leases described in section 9 of the Settlement Agreement attributable to any part of the Nuiqsut subsurface. When "subsurface revenues" are received in a form other than cash or cash equivalents, the cash fair market value at the time of the receipt will be included in and considered as "subsurface revenues."

"Subsurface revenues" does not include taxes of any kind owed to the State by any person, including ASRC.

"Subsurface revenues" also does not include the customary fees charged by the State in connection with the filing of an application for a permit, lease, license, or mining claim, mining lease, or mining leasehold location that are generally applicable to all such applications and are not limited to or different in amount with respect to applications pertaining to Nuiqsut subsurface as compared to other subsurface areas, or other like generally applicable fees customarily charged by the State for authorizations, publications or services.

(h) "Fair market value" means the amount of money that an informed purchaser, willing but not obligated to buy, would pay an informed seller, willing but not obligated to sell, for particular property, goods, or services.

2. Conveyance. Pursuant to the Settlement Agreement, ASRC hereby grants, assigns, and conveys to the State the applicable State percentage set out in Exhibit A hereto in and to the subsurface in all those portions of the Nuiqsut subsurface (without regard to whether that Nuiqsut subsurface is within uplands or submerged lands) in the respective parcels of Nuiqsut subsurface in the Barrow recording district in the State of

Alaska described in Exhibit A hereto to which ASRC has heretofore acquired title by virtue of an interim conveyance or patent from the United States, or may hereafter acquire title by virtue of any future change in the boundary, location, or extent of submerged lands or uplands within those respective parcels of Nuiqsut subsurface.

3. Reservation. Pursuant to the Settlement Agreement, in making this grant, assignment, and conveyance, ASRC reserves and excepts to itself and its successors and assigns, the applicable ASRC percentage set out in Exhibit A in and to the subsurface in the portions of the Nuiqsut subsurface now and hereafter existing in the respective parcels of Nuiqsut subsurface described in paragraph 2 above.

4. Future Changes. As provided for in the Settlement Agreement, the State has granted or will grant to ASRC one or more patents (collectively, the "State Patent") conveying to ASRC the applicable ASRC percentage set out in Exhibit A in and to the subsurface in all those portions of the Nuiqsut subsurface (without regard to whether that Nuiqsut subsurface is within uplands or submerged lands) in the respective parcels of Nuiqsut subsurface described in Exhibit A hereto to which the State has heretofore acquired title, or may hereafter acquire title by virtue of any future change in the boundary, location, or extent of submerged lands or uplands within those respective parcels of Nuiqsut subsurface, reserving to the State the applicable State percentage set out in Exhibit A in the subsurface in those portions of the Nuiqsut subsurface now and hereafter existing in those respective parcels of Nuiqsut subsurface. This warranty deed is not intended and shall not be construed to grant to the State any interest in the ASRC percentage in any Nuiqsut subsurface which has been or is conveyed from the State to ASRC pursuant to the State Patent, and it is intended by ASRC and the State that, after giving effect to this warranty deed and the State Patent, the entirety of the Nuiqsut subsurface in each of the parcels described in this warranty deed and in the State

patent shall be owned by ASRC and the State in undivided interests in proportion to the applicable ASRC percentage and the applicable State percentage, respectively, set out in Exhibit A. Further, pursuant to the Settlement Agreement, it is expressly stipulated and provided that the respective undivided ownership interests of the State (that is, the applicable State percentage set out in Exhibit A) and of ASRC (that is, the applicable ASRC percentage set out in Exhibit A) in the Nuiqsut subsurface in each respective parcel of Nuiqsut subsurface described in Exhibit A will not change by virtue of any future change in the boundary, location, or extent of uplands or submerged lands within that parcel.

5. Leases. To the extent that any oil and gas lease previously granted by the State to any person and described in paragraph 2.2(d) of the Settlement Agreement is presently valid and in force and effect as to the subsurface in any parcel of the Nuiqsut subsurface described in Exhibit A, this conveyance is made subject to that oil and gas lease, and subsurface revenues payable under and in connection with that oil and gas lease as to that parcel of the Nuiqsut subsurface after the effective date of this deed shall be owned by the State and ASRC in proportion to the applicable State percentage and applicable ASRC percentage set out in Exhibit A as more fully provided in the Settlement Agreement. Nothing herein is intended or shall be construed to validate or reinstate any oil or gas lease that is not otherwise valid and extant.

6. Habendum. To have and to hold the applicable undivided State percentage interest set out in Exhibit A in and to the portions of the Nuiqsut subsurface now and hereafter existing in the respective parcels of the Nuiqsut subsurface described in paragraph 2 of this deed, together with all and singular the tenements, hereditaments, and appurtenances thereto appertaining, unto the State and its successors and assigns, forever, subject to and in accordance with the terms and provisions of the Settlement Agreement. ASRC does hereby bind itself and its

successors and assigns, to warrant and forever defend all and singular the interests hereby conveyed unto the State (its successors and assigns) against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under ASRC, but not otherwise, subject in all respects to the Settlement Agreement and to the other matters to which this warranty deed is made subject as set forth herein.

7. Further Assurances. The parties agree to take all further actions and execute, acknowledge, and deliver any further documents that are necessary or useful in carrying out the purposes of this warranty deed. Without limitation to the foregoing, ASRC agrees to execute, acknowledge and deliver to the State all additional instruments, notices, and other documents and to do all other and further acts and things as may be necessary to more fully and effectively grant, convey, and assign to the State the interests conveyed hereby and intended to be so conveyed.

8. Governing Law. The validity of this warranty deed shall be governed by and it shall be construed in accordance with the laws of the State of Alaska.

9. Counterparts. This warranty deed may be executed in any number of counterparts and each counterpart shall be deemed to be an original instrument, but all counterparts shall constitute but one conveyance.

10. Successors and Assigns. Subject to the provisions of the Settlement Agreement, this warranty deed shall bind and enure to the benefit of ASRC and the State and the respective successors and assigns of each of them. The covenants and provisions of this warranty deed and of the Settlement Agreement shall be covenants running with the land.

11. Prior Warranties. ASRC hereby assigns to the State with full right of subrogation, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which ASRC is entitled to enforce with respect to the interests in the Nuiqsut subsurface provided

herein to be conveyed to the State, including those against any assignors and other predecessors in title.

12. Deed Effective Date. This warranty deed is effective and takes effect as of [Use, as applicable, in deeds executed pursuant to paragraph 3.1(a) of the Settlement Agreement, _____, 199__, the date SLA 199__ became effective, or in deeds executed pursuant to paragraph 3.1(b) of the Settlement Agreement, _____, 199__, the date the parcels (whether one or more) of Nuiqsut subsurface described in Exhibit A became "Fully Conveyed Sections" as defined in the Settlement Agreement].

ARCTIC SLOPE REGIONAL CORPORATION

By _____
Name: _____
Title: _____

THE STATE OF ALASKA

§
§
§

ss.

_____ JUDICIAL DISTRICT

This is to certify that on the _____ day of _____, 199__, before me appeared Jacob Adams, the person who has been lawfully authorized as the President of Arctic Slope Regional Corporation, a corporation organized and existing under the laws of the state of Alaska, to execute the foregoing document; that Jacob Adams executed that document under legal authority and with knowledge of its contents; and that this act was performed freely and voluntarily upon the premises and for the purposes stated in the document.

Witness my hand and official seal the day and year in this certificate first above written.

Notary Public in and for Alaska

My Commission Expires: _____

EXHIBIT A
TO WARRANTY DEED FROM
ARCTIC SLOPE REGIONAL CORPORATION
TO THE STATE OF ALASKA

1. All of section _____, T_____N, R_____E, Umiat Meridian ("UM"), as described in Interim Conveyance from the United States of America to Arctic Slope Regional Corporation ("ASRC") dated _____, 19_____, recorded in _____.

State percentage—_____%; ASRC percentage—_____%.

2. The following described portion of section _____, T_____N, R_____E, UM, described in _____ from _____ to ASRC dated _____, 19_____, recorded in _____:

INSERT DESCRIPTION

State percentage—_____%; ASRC percentage—_____%.

General Format: Each section or portion of a section to be described separately with a reference to the Interim Conveyance, Patent, etc., granting subsurface in all or part of such section or portion of a section to ASRC. State percentage and ASRC percentage to be set out separately for each section or portion of a section.

All references in this Exhibit A and in the foregoing Warranty Deed to a "section" of land shall be construed to refer to the entirety of the area (including any area now or hereafter situated within the Beaufort Sea) encompassed within a full square or rectangular section (protracted or projected to the extent, if any, it is within the Beaufort Sea) containing approximately 640 acres.

SIGNED FOR IDENTIFICATION:

ARCTIC SLOPE REGIONAL CORPORATION

By _____

EXHIBIT H

STATE OF ALASKA

PATENT NO. _____

This patent is made from the State of Alaska, through its Department of Natural Resources ("State"), whose mailing address is Chief, Title Administration Section, Division of Land, State of Alaska, Department of Natural Resources, 3601 C Street, Suite 960, Anchorage, Alaska 99503, pursuant to chapter ___ SLA 199__, to Arctic Slope Regional Corporation, an Alaska corporation ("ASRC"), whose mailing address is P. O. Box 129, Barrow, Alaska 99723.

W I T N E S S E T H :

This patent is made pursuant to the "1991 Settlement Agreement Between Arctic Slope Regional Corporation and the State of Alaska" ("Settlement Agreement"), which was ratified and approved by the Alaska Legislature in chapter ___ SLA 199__ and to which reference is here made for all purposes. The Settlement Agreement has been recorded in the recording office of the Barrow recording district and has been noted in the land records system maintained by the State's Department of Natural Resources.

Now, therefore, in consideration of the premises, the mutual covenants and agreements contained herein and in the Settlement Agreement, and other good and valuable consideration (the receipt and sufficiency of which are all hereby acknowledged), ASRC and the State hereby agree as follows:

1. Definitions. In this patent, the following definitions apply:

(a) "Subsurface" means all interests in oil, gas, or other minerals, now known or discovered in the future in, on, or under land (including all depths, formations, and horizons), together with all rights, privileges, benefits, and powers conferred upon the owner of that interest with respect to the use and occupation of the surface of, and subsurface depths under,

the lands that may be necessary, convenient, or incidental to the possession and enjoyment (including, without limitation, exploring, drilling, developing, producing, mining, saving, handling, treating, transporting, marketing, and operating the oil, gas, or other minerals). However, "subsurface" does not include any "mineral" that on January 3, 1959, was subject to location under the mining laws of the United States, does not include sand and gravel (whether or not of an uncommon variety), and does not include water.

(b) "State percentage" means, as to each different section or portion of a section of Nuiqsut subsurface described in Exhibit A hereto, the undivided percentage interest described as the "State percentage" following the description of that particular section or portion of a section in Exhibit A. "State percentage" means, as to each different section of Point Lay subsurface described in Exhibit B hereto, the undivided percentage interest described as the "State percentage" following the description of that particular section in Exhibit B.

(c) "ASRC percentage" means, as to each different section or portion of a section of Nuiqsut subsurface described in Exhibit A hereto, the undivided percentage interest described as the "ASRC percentage" following the description of that particular section or portion of a section in Exhibit A. "ASRC percentage" means, as to each different section of Point Lay subsurface described in Exhibit B hereto, the undivided percentage interest described as the "ASRC percentage" following the description of that particular section in Exhibit B.

(d) "Parcel" means, as to each entire section of Nuiqsut subsurface or Point Lay subsurface described in Exhibit A or B, the entirety of that section; and as to less than all of a section of Nuiqsut subsurface described in Exhibit A, "parcel" means only that portion of the section so described.

(e) "Nuiqsut subsurface" means the subsurface in all the uplands and submerged lands now and hereafter existing in the lands described in subsection 11.16 of the Settlement Agreement

(subject, if applicable, to the provisions of paragraph 2.3(b) of the Settlement Agreement).

(f) "Point Lay subsurface" means the subsurface in all the uplands and submerged lands now and hereafter existing in the lands described in subsection 11.19 of the Settlement Agreement.

(g) "Subsurface revenues" means all bid deposits, bonuses, rents, net profits, royalties, the proceeds of sales or exchanges, benefits, or any other thing of value that is received and is attributable to or generated from the exploration, development, production, or other exploitation of, or lease, sale, exchange, or other disposition of any interest in the Nuiqsut subsurface or Point Lay subsurface, except as otherwise expressly provided in paragraph 7.3(b) of the Settlement Agreement. "Subsurface revenues" includes all rents, profits and royalties, the proceeds of sales or exchanges, benefits, or any other thing of value that is received and is attributable to or generated from the oil and gas leases described in section 9 of the Settlement Agreement attributable to any part of the Nuiqsut subsurface. When "subsurface revenues" are received in a form other than cash or cash equivalents, the cash fair market value at the time of the receipt will be included in and considered as "subsurface revenues."

"Subsurface revenues" does not include taxes of any kind owed to the State by any person, including ASRC. "Subsurface revenues" also does not include the customary fees charged by the State in connection with the filing of any application for a permit, lease, license, or mining claim, mining lease, or mining leasehold application that are generally applicable to all such applications and are not limited to or different in amount with respect to applications pertaining to Nuiqsut subsurface or Point Lay subsurface as compared to other subsurface areas, or other like generally applicable fees customarily charged by the State for authorizations, publications, or services.

(h) "Person" means a natural person and all types of private or governmental entities, including but not limited to all such entities listed in AS 01.10.060(7), and any corporate subsidiary or joint venture.

(i) "Fair market value" means the amount of money that an informed purchaser, willing but not obligated to buy, would pay an informed seller, willing but not obligated to sell, for particular property, goods, or services.

2. Conveyance. Pursuant to the Settlement Agreement, the State hereby grants, assigns, and conveys to ASRC and its successors and assigns

(a) the applicable ASRC percentage set out in Exhibit A hereto in and to the subsurface in all those portions of the Nuiqsut subsurface (without regard to whether that Nuiqsut subsurface is within uplands or submerged lands) in the respective parcels of Nuiqsut subsurface in the Barrow recording district in the State of Alaska described in Exhibit A hereto to which the State has heretofore acquired title in any manner other than by virtue of the ASRC Deed described below, or may hereafter acquire title by virtue of any future change in the boundary, location, or extent of submerged lands or uplands within those respective parcels of Nuiqsut subsurface, and

(b) the applicable ASRC percentage set out in Exhibit B hereto in and to the subsurface in all those portions of the Point Lay subsurface (without regard to whether that Point Lay subsurface is within uplands or submerged lands) in the respective parcels of Point Lay subsurface in the Barrow recording district in the State of Alaska described in Exhibit B hereto to which the State has heretofore acquired title in any manner, or may hereafter acquire title by virtue of any future change in the boundary, location, or extent of submerged lands or uplands within those respective parcels of Point Lay subsurface.

3. Reservation. Pursuant to the Settlement Agreement, in making this grant, assignment, and conveyance, the State reserves and excepts to itself and its successors and assigns

(a) the applicable State percentage set out in Exhibit A in and to the subsurface in the portions of the Nuiqsut subsurface now and hereafter existing in the respective parcels of Nuiqsut subsurface described in subparagraph 2(a) above, and

(b) the applicable State percentage set out in Exhibit B in and to the subsurface in the portions of the Point Lay subsurface now and hereafter existing in the respective parcels of Point Lay subsurface described in subparagraph 2(b) above.

4. Future Changes. As provided for in the Settlement Agreement, ASRC has granted or will grant to the State one or more warranty deeds (collectively, the "ASRC Deed") conveying to the State the applicable ASRC percentage set out in Exhibit A in and to the subsurface in all those portions of the Nuiqsut subsurface (without regard to whether that Nuiqsut subsurface is within uplands or submerged lands) in the respective parcels of Nuiqsut subsurface described in Exhibit A hereto to which ASRC has heretofore acquired title, or may hereafter acquire title by virtue of any future change in the boundary, location, or extent of submerged lands or uplands within those respective parcels of Nuiqsut subsurface, reserving to ASRC the applicable ASRC percentage set out in Exhibit A in the subsurface in those portions of the Nuiqsut subsurface now and hereafter existing in those respective parcels of Nuiqsut subsurface. This patent is not intended and shall not be construed to grant to ASRC any interest in the State percentage in any Nuiqsut subsurface which has been or is conveyed from ASRC to the State pursuant to the ASRC Deed, and it is intended by the State and ASRC that, after giving effect to this patent and the ASRC Deed, the entirety of the Nuiqsut subsurface in each of the parcels described in this patent and in the ASRC Deed shall be owned by the State and ASRC in undivided interests in proportion to the applicable State percentage and the applicable ASRC percentage, respectively, set out in Exhibit A. Further, pursuant to the Settlement Agreement, and both with respect to the Point Lay subsurface and the Nuiqsut subsurface, it is expressly stipulated and provided that the

respective undivided ownership interests of ASRC (that is, the applicable ASRC percentage set out in Exhibit A as to Nuiqsut subsurface and the applicable ASRC percentage set out in Exhibit B as to Point Lay subsurface) and of the State (that is, the applicable State percentage set out in Exhibit A as to Nuiqsut subsurface and the applicable State percentage set out in Exhibit B as to Point Lay subsurface) in each respective parcel of Nuiqsut subsurface described in Exhibit A and in each respective parcel of Point Lay subsurface described in Exhibit B, respectively, will not change by virtue of any future change in the boundary, location, or extent of uplands or submerged lands within said parcel.

5. Leases. To the extent that any oil and gas lease previously granted by the State to any person and described in paragraph 2.2(d) of the Settlement Agreement is presently valid and in force and effect as to the subsurface in any parcel of the Nuiqsut subsurface described in Exhibit A, this conveyance is made subject to that oil and gas lease, and subsurface revenues payable under and in connection with that oil and gas lease as to that parcel of the Nuiqsut subsurface after the effective date of this patent shall be owned by the State and ASRC in proportion to the applicable State percentage and applicable ASRC percentage as more fully provided in the Settlement Agreement. Nothing herein is intended or shall be construed to validate or reinstate any oil or gas lease that is not otherwise valid and extant.

6. Habendum. To have and to hold the applicable undivided ASRC percentage interest set out in Exhibit A in and to the portions of the Nuiqsut subsurface now and hereafter existing in the respective parcels of the Nuiqsut subsurface described in subparagraph 2(a) of this patent and the applicable undivided ASRC percentage interest set out in Exhibit B in and to the portions of the Point Lay subsurface now and hereafter existing in the respective parcels of the Point Lay subsurface described in subparagraph 2(b) of this patent, together with all and singular the tenements, hereditaments, appurtenances, rights,

encumbrances, and actions thereto appertaining, unto ASRC and its successors and assigns, forever, subject to and in accordance with the terms and provisions of the Settlement Agreement. The State hereby binds itself and its successors and assigns, to warrant and forever defend all and singular the interests hereby conveyed unto ASRC (its successors and assigns) against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under the State, but not otherwise, but subject in all respects to the Settlement Agreement and to the other matters to which this patent is made subject as set forth in it.

7. Further Assurances. The parties agree to take all further actions and execute, acknowledge, and deliver any further documents that are necessary or useful in carrying out the purposes of this patent. Without limitation to the foregoing, the State agrees to execute, acknowledge, and deliver to ASRC all additional instruments, notices, and other documents and to do all other and further acts and things as may be necessary to more fully and effectively grant, convey, and assign to ASRC the interests conveyed hereby and intended to be so conveyed.

8. Governing Law. The validity of this patent shall be governed by and it shall be construed in accordance with the laws of the State of Alaska.

9. Counterparts. This patent may be executed in any number of counterparts and each counterpart shall be deemed to be an original instrument, but all counterparts shall constitute but one conveyance.

10. Successors and Assigns. Subject to the provisions of the Settlement Agreement, this patent shall bind and enure to the benefit of the State and ASRC and the respective successors and assigns of each of them. The covenants and provisions of this patent and of the Settlement Agreement shall be covenants running with the land.

11. Prior Warranties. The State hereby assigns to ASRC with full right of subrogation, to the extent so transferable,

the benefit of and the right to enforce the covenants and warranties, if any, which the State is entitled to enforce with respect to the interests in the Nuiqsut subsurface and Point Lay subsurface provided herein to be conveyed to ASRC, including those against any assignors and other predecessors in title.

12. Patent Effective Date. Chapter ___ SLA 199__ became effective on _____, 199__, and this patent is effective and takes effect as of that date.

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

By _____
Director, Division of Land

THE STATE OF ALASKA §
 § ss.
_____ JUDICIAL DISTRICT §

This is to certify that on the _____ day of _____, 199__, before me appeared _____, the person who has been lawfully delegated the authority of _____, the Director of the Division of Land, Department of Natural Resources, State of Alaska, to execute the foregoing document; that _____ executed that document under legal authority and with knowledge of its contents; and that this act was performed freely and voluntarily upon the premises and for the purposes stated in the document.

Witness my hand and official seal the day and year in this certificate first above written.

Notary Public in and for Alaska

My Commission Expires: _____

ACCEPTANCE

Arctic Slope Regional Corporation accepts title to the applicable ASRC percentage in the subsurface in the above-described property subject to the obligations set forth in this patent.

Dated this _____ day of _____,
199__.

ARCTIC SLOPE REGIONAL CORPORATION

By _____
Jacob Adams, President

THE STATE OF ALASKA §
 § ss.
_____ JUDICIAL DISTRICT §

This is to certify that on the _____ day of _____, 199__, before me appeared Jacob Adams, the person who has been lawfully authorized as the President of Arctic Slope Regional Corporation, a corporation organized and existing under the laws of the state of Alaska, to execute the foregoing document; that Jacob Adams executed that document under legal authority and with knowledge of its contents; and that this act was performed freely and voluntarily upon the premises and for the purposes stated in the document.

Witness my hand and official seal the day and year in this certificate first above written.

Notary Public in and for Alaska
My Commission Expires: _____

EXHIBIT A
TO PATENT NO. _____
FROM THE STATE OF ALASKA TO
ARCTIC SLOPE REGIONAL CORPORATION

1. All of section _____, T_____N, R_____E, Umiat Meridian ("UM"), in the Barrow recording district, state of Alaska.

State percentage—_____%; ASRC percentage—_____%.

2. The following described portion of section _____, T_____N, R_____E, UM, in the Barrow recording district, state of Alaska:

INSERT DESCRIPTION

State percentage—_____%; ASRC percentage—_____%.

General Format: Each section or portion of a section to be described separately with State percentage and ASRC percentage to be set out separately for each section or portion of a section.

All references in this Exhibit A and in the foregoing patent to a "section" of land containing Nuiqsut subsurface refer to the entirety of the area (including any area now or hereafter situated within the Beaufort Sea) encompassed within a full square or rectangular section (protracted or projected to the extent, if any, it is within the Beaufort Sea) containing approximately 640 acres.

SIGNED FOR IDENTIFICATION

By _____
Name: _____
Title: _____

EXHIBIT B
TO PATENT NO. _____
FROM THE STATE OF ALASKA TO
ARCTIC SLOPE REGIONAL CORPORATION

1. All of section _____, T_____N, R_____E, Umiat Meridian ("UM"), in the Barrow recording district, state of Alaska.

State percentage—____%; ASRC percentage—____%.

2. All of section _____, T_____N, R_____E, UM, in the Barrow recording district, state of Alaska.

State percentage—____%; ASRC percentage—____%.

General Format: Each section to be described separately with State percentage and ASRC percentage to be set out separately for each section.

All references in this Exhibit B and in the foregoing patent to a "section" of land containing Point Lay subsurface refer to the entirety of the area (including any area now or hereafter situated within the Chukchi Sea or the Kasegaluk Lagoon) encompassed within a full square or rectangular section (protracted or projected to the extent, if any, it is within the Chukchi Sea or the Kasegaluk Lagoon) containing approximately 640 acres.

SIGNED FOR IDENTIFICATION

By _____
Name: _____
Title: _____

EXHIBIT I

STATE OF ALASKA

PATENT NO. _____

This patent is made from the State of Alaska, through its Department of Natural Resources ("State"), whose mailing address is Chief, Title Administration Section, Division of Land, State of Alaska, Department of Natural Resources, 3601 C Street, Suite 960, Anchorage, Alaska 99503, pursuant to chapter ___ SLA 199__, to Arctic Slope Regional Corporation, an Alaska corporation ("ASRC"), whose mailing address is P. O. Box 129, Barrow, Alaska 99723.

W I T N E S S E T H :

This patent is made pursuant to the "1991 Settlement Agreement Between Arctic Slope Regional Corporation and the State of Alaska " ("Settlement Agreement"), which was ratified and approved by the Alaska Legislature in chapter ___ SLA 199__ and to which reference is here made for all purposes. The Settlement Agreement has been recorded in the recording office of the Barrow recording district and has been noted in the land records system maintained by the State's Department of Natural Resources.

Now, therefore, in consideration of the premises, the mutual covenants and agreements contained herein and in the Settlement Agreement, and other good and valuable consideration (the receipt and sufficiency of which are all hereby acknowledged), ASRC and the State hereby agree as follows:

1. Definitions. In this patent, the following definitions apply:

(a) "Subsurface" means all interests in oil, gas, or other minerals, now known or discovered in the future in, on, or under land (including all depths, formations and horizons), together with all rights, privileges, benefits and powers conferred upon the owner of that interest with respect to the use and occupation of the surface of, and subsurface depths under,

the lands that may be necessary, convenient, or incidental to the possession and enjoyment (including, without limitation, exploring, drilling, developing, producing, mining, saving, handling, treating, transporting, marketing and operating oil, gas, or other minerals). However, "subsurface" does not include any "mineral" that on January 3, 1959, was subject to location under the mining laws of the United States, does not include sand and gravel (whether or not of an uncommon variety), and does not include water.

(b) "State percentage" means, as to each different section or portion of a section of Nuiqsut subsurface described in Exhibit A hereto, the undivided percentage interest described as the "State percentage" following the description of such particular section or portion of a section in Exhibit A.

(c) "ASRC percentage" means, as to each different section or portion of a section of Nuiqsut subsurface described in Exhibit A hereto, the undivided percentage interest described as the "ASRC percentage" following the description of such particular section or portion of a section in Exhibit A.

(d) "Parcel" means, as to each entire section of Nuiqsut subsurface described in Exhibit A, the entirety of that section; and as to less than all of a section of Nuiqsut subsurface described in Exhibit A, "parcel" means only that portion of the section so described.

(e) "Nuiqsut subsurface" means the subsurface in all the uplands and submerged lands now and hereafter existing in the lands described in subsection 11.16 of the Settlement Agreement (subject, if applicable, to the provisions of paragraph 2.3(b) of the Settlement Agreement).

(f) "Subsurface revenues" means all bid deposits, bonuses, rents, net profits, royalties, the proceeds of sales or exchanges, benefits, or any other thing of value that is received and is attributable to or generated from the exploration, development, production, or other exploitation of, or lease, sale, exchange, or other disposition of any interest in the

subsurface is within uplands or submerged lands) in the respective parcels of Nuiqsut subsurface in the Barrow recording district in the State of Alaska described in Exhibit A hereto to which the State has heretofore acquired title in any manner other than by virtue of the ASRC Deed described below, or may hereafter acquire title by virtue of any future change in the boundary, location, or extent of submerged lands or uplands within those respective parcels of Nuiqsut subsurface.

3. Reservation. Pursuant to the Settlement Agreement, in making this grant, assignment, and conveyance, the State reserves and excepts to itself and its successors and assigns, the applicable State percentage set out in Exhibit A in and to the subsurface in the portions of the Nuiqsut subsurface now and hereafter existing in the respective parcels of Nuiqsut subsurface described in paragraph 2 above.

4. Future Changes. As provided for in the Settlement Agreement, ASRC has granted or will grant to the State one or more warranty deeds (collectively, the "ASRC Deed") conveying to the State the applicable ASRC percentage set out in Exhibit A in and to the subsurface in all those portions of the Nuiqsut subsurface (without regard to whether that Nuiqsut subsurface is within uplands or submerged lands) in the respective parcels of Nuiqsut subsurface described in Exhibit A hereto to which ASRC has heretofore acquired title, or may hereafter acquire title by virtue of any future change in the boundary, location, or extent of submerged lands or uplands within those respective parcels of Nuiqsut subsurface, reserving to ASRC the applicable ASRC percentage set out in Exhibit A in the subsurface in those portions of the Nuiqsut subsurface now and hereafter existing in those respective parcels of Nuiqsut subsurface. This patent is not intended and shall not be construed to grant to ASRC any interest in the State percentage in any Nuiqsut subsurface which has been or is conveyed from ASRC to the State pursuant to the ASRC Deed, and it is intended by the State and ASRC that, after giving effect to this patent and the ASRC Deed, the entirety of

Nuiqsut subsurface, except as otherwise expressly provided in paragraph 7.3(b) of the Settlement Agreement. "Subsurface revenues" includes all rents, profits, and royalties, the proceeds of sales or exchanges, benefits, or any other thing of value that is received and is attributable to or generated from the oil and gas leases described in section 9 of the Settlement Agreement attributable to any part of the Nuiqsut subsurface. When "subsurface revenues" are received in a form other than cash or cash equivalents, the cash fair market value at the time of the receipt will be included in and considered as "subsurface revenues."

"Subsurface revenues" does not include taxes of any kind owed to the State by any person, including ASRC.

"Subsurface revenues" also does not include the customary fees charged by the State in connection with the filing of any application for a permit, lease, license, or mining claim, mining lease, or mining leasehold application that are generally applicable to all such applications and are not limited to or different in amount with respect to applications pertaining to Nuiqsut subsurface as compared to other subsurface areas, or other like generally applicable fees customarily charged by the State for authorizations, publications, or services.

(g) "Person" means a natural person and all types of private or governmental entities, including but not limited to all entities listed in AS 01.10.060(7), and any corporate subsidiary or joint venture.

(h) "Fair market value" means the amount of money that an informed purchaser, willing but not obligated to buy, would pay an informed seller, willing but not obligated to sell, for particular property, goods, or services.

2. Conveyance. Pursuant to the Settlement Agreement, the State hereby grants, assigns, and conveys to ASRC and its successors and assigns the applicable ASRC percentage set out in Exhibit A hereto in and to the subsurface in all those portions of the Nuiqsut subsurface (without regard to whether that Nuiqsut

the Nuiqsut subsurface in each of the parcels described in this patent and in the ASRC Deed shall be owned by the State and ASRC in undivided interests in proportion to the applicable State percentage and the applicable ASRC percentage, respectively, set out in Exhibit A. Further, pursuant to the Settlement Agreement, it is expressly stipulated and provided that the respective undivided ownership interests of ASRC (that is, the applicable ASRC percentage set out in Exhibit A) and of the State (that is, the applicable State percentage set out in Exhibit A) in each respective parcel of Nuiqsut subsurface described in Exhibit A will not change by virtue of any future change in the boundary, location or extent of uplands or submerged lands within said parcel.

5. Leases. To the extent that any oil and gas lease previously granted by the State to any person and described in paragraph 2.2(d) of the Settlement Agreement is presently valid and in force and effect as to the subsurface in any parcel of the Nuiqsut subsurface described in Exhibit A, this conveyance is made subject to that oil and gas lease, and subsurface revenues payable under and in connection with that oil and gas lease as to that parcel of the Nuiqsut subsurface after the effective date of this patent shall be owned by the State and ASRC in proportion to the applicable State percentage and applicable ASRC percentage as more fully provided in the Settlement Agreement. Nothing herein is intended or shall be construed to validate or reinstate any oil or gas lease which is not otherwise valid and extant.

6. Habendum. To have and to hold the applicable undivided ASRC percentage interest set out in Exhibit A in and to the portions of the Nuiqsut subsurface now and hereafter existing in the respective parcels of the Nuiqsut subsurface described in paragraph 2 of this patent, together with all and singular the tenements, hereditaments, appurtenances, rights, encumbrances, and actions thereto appertaining, unto ASRC and its successors and assigns, forever, subject to and in accordance with the terms and provisions of the Settlement Agreement. The State does

hereby bind itself and its successors and assigns to warrant and forever defend all and singular the interests hereby conveyed unto ASRC (its successors and assigns) against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the State, but not otherwise, but subject in all respects to the Settlement Agreement and to the other matters to which this patent is made subject as set forth in it.

7. Further Assurances. The parties agree to take all such further actions and execute, acknowledge and deliver such further documents that are necessary or useful in carrying out the purposes of this patent. Without limitation to the foregoing, the State agrees to execute, acknowledge and deliver to ASRC all such other additional instruments, notices and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to ASRC the interests conveyed hereby and intended to be so conveyed.

8. Governing Law. The validity of this patent shall be governed by and it shall be construed in accordance with the laws of the State of Alaska.

9. Counterparts. This patent may be executed in any number of counterparts and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one conveyance.

10. Successors and Assigns. Subject to the provisions of the Settlement Agreement, this patent shall bind and enure to the benefit of the State and ASRC and the respective successors and assigns of each of them. The covenants and provisions of this patent and of the Settlement Agreement shall be covenants running with the land.

11. Prior Warranties. The State hereby assigns to ASRC with full right of subrogation, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which the State is entitled to enforce with

respect to the interests in the Nuiqsut subsurface provided herein to be conveyed to ASRC, including those against any assignors and other predecessors in title.

12. Patent Effective Date. This patent is effective and takes effect as of _____, 199__, the date the parcels (whether one or more) of Nuiqsut subsurface described in Exhibit A became "Fully Conveyed Section" as defined in the Settlement Agreement.

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

By _____
Director, Division of Land

THE STATE OF ALASKA §
 § ss.
_____ JUDICIAL DISTRICT §

This is to certify that on the ____ day of _____, 199__, before me appeared _____, the person who has been lawfully delegated the authority of _____, the Director of the Division of Land, Department of Natural Resources, State of Alaska, to execute the foregoing document; that _____ executed that document under legal authority and with knowledge of its contents; and that this act was performed freely and voluntarily upon the premises and for the purposes stated in the document.

Witness my hand and official seal the day and year in this certificate first above written.

Notary Public in and for Alaska

My Commission Expires: _____

ACCEPTANCE

Arctic Slope Regional Corporation accepts title to the applicable ASRC percentage in the subsurface in the above-described property subject to the obligations set forth in this patent.

Dated this _____ day of _____, 199__.

ARCTIC SLOPE REGIONAL CORPORATION

By _____
Jacob Adams, President

THE STATE OF ALASKA §
 § ss.
_____ JUDICIAL DISTRICT §

This is to certify that on the _____ day of _____, 199__, before me appeared Jacob Adams, the person who has been lawfully authorized as the President of Arctic Slope Regional Corporation, a corporation organized and existing under the laws of the state of Alaska, to execute the foregoing document; that Jacob Adams executed that document under legal authority and with knowledge of its contents; and that this act was performed freely and voluntarily upon the premises and for the purposes stated in the document.

Witness my hand and official seal the day and year in this certificate first above written.

Notary Public in and for Alaska
My Commission Expires: _____

EXHIBIT A
TO PATENT NO. _____
FROM THE STATE OF ALASKA TO
ARCTIC SLOPE REGIONAL CORPORATION

1. All of section _____, T _____ N, R _____ E, Umiat Meridian ("UM"), in the Barrow recording district, state of Alaska.

State percentage—_____%; ASRC percentage—_____%.

2. The following described portion of section _____, T _____ N, R _____ E, UM, in the Barrow recording district, state of Alaska:

INSERT DESCRIPTION

State percentage—_____%; ASRC percentage—_____%.

General Format: Each section or portion of a section to be described separately with State percentage and ASRC percentage to be set out separately for each section or portion of a section.

All references in this Exhibit A and in the foregoing patent to a "section" of land containing Nuiqsut subsurface refer to the entirety of the area (including any area now or hereafter situated within the Beaufort Sea) encompassed within a full square or rectangular section (protracted or projected to the extent, if any, it is within the Beaufort Sea) containing approximately 640 acres.

SIGNED FOR IDENTIFICATION

By _____
Name: _____
Title: _____

A G R E E M E N T

THIS AGREEMENT entered into this 21 day of January, 1987, is by ARCTIC SLOPE REGIONAL CORPORATION ("ASRC"), a corporation authorized pursuant to Section 7 of the Alaska Native Claims Settlement Act, 85 Stat. 688, 691, 43 U.S.C. 1606 ("ANCSA"), and duly organized under the laws of the State of Alaska, and KUUKPIK CORPORATION ("Kuukpik"), a corporation authorized pursuant to Section 8 of ANCSA and duly organized under the laws of the State of Alaska. ASRC and Kuukpik are collectively referred to as "the parties".

W I T N E S S E T H:

WHEREAS, ASRC desires to exercise its option under § 1431(o) of the Alaska National Interest Lands Conservation Act, 94 Stat. 2371, 2542, Pub. L. 96-487 ("ANILCA"), to acquire the subsurface estate of lands, all or part of the surface estate of which has been selected by and has been or will be conveyed to Kuukpik within the National Petroleum Reserve in Alaska ("NPR-A") (referred to hereinafter as the "ASRC Subsurface"); and

WHEREAS, the option of ASRC to acquire the ASRC Subsurface will expire on January 26, 1987, unless extended; and

WHEREAS, it is in the best interests of ASRC and Kuukpik for ASRC to exercise its option under § 1431(o) of ANILCA; and

WHEREAS, the concurrence of Kuukpik is required under § 1431(o) of ANILCA prior to the exercise of ASRC's option to acquire the ASRC Subsurface; and

WHEREAS, the parties recognized that Kuukpik may condition its concurrence under § 1431(o) of ANILCA to require its further consent for ASRC, its successors and assigns, to conduct oil and gas exploration activities that may occur with respect to the ASRC Subsurface, and to conduct any future development activities, including but not limited to oil and gas development and production and sand and gravel extraction, that may occur with respect to the ASRC Subsurface (referred to hereinafter as "Exploration and Development Activities"); and

WHEREAS, Kuukpik is willing to give its conditional concurrence to ASRC for acquisition of the ASRC Subsurface under § 1431(o) of ANILCA.

NOW, THEREFORE, in consideration of their mutual promises and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto consent and agree as follows:

1. Kuukpik hereby gives its concurrence for ASRC to exercise its option under § 1431(o) of ANILCA to acquire the ASRC Subsurface, but Kuukpik expressly conditions its concurrence in such acquisition of the ASRC Subsurface by reserving the right to consent to any Exploration and Development Activities that ASRC, its successors and assigns, may engage in from time to time with respect to the ASRC Subsurface.

2. ASRC agrees that it will not engage in any Exploration and Development Activities with respect to the ASRC Subsurface without first obtaining the consent referred to in Paragraph 1 of this Agreement.

ARCTIC SLOPE REGIONAL CORPORATION

Date: 1/16/87

By Jacob Adams

KUUKPIK CORPORATION

Date: 1/21/87

By Joe Nul. ayli

EXHIBIT J

NOTICE OF ASSIGNMENTS
OF
SUBSURFACE INTERESTS AND RIGHTS
UNDER STATE OF ALASKA
OIL AND GAS LEASE

TO: [NAME AND ADDRESS OF LESSEE]

This notice pertains to the following oil and gas lease (the "Subject Lease") issued by the State of Alaska:

Oil and Gas Lease ADL _____ [If applicable, add: (originally number ADL _____)] describing the following lands in the Barrow recording district, State of Alaska:

Township _____ North, Range _____ East, Umiat Meridian:

section _____ : all (640 acres)
section _____ : all (640 acres)*

Containing _____ acres, more or less (the "Lease Premises").

[*If less than all, describe portion and acres.]

Notice is hereby given that:

1. The State of Alaska ("State") and Arctic Slope Regional Corporation ("ASRC") entered into the "1991 Settlement Agreement Between Arctic Slope Regional Corporation and The State of Alaska" ("Settlement Agreement") which was ratified and approved by the Alaska Legislature in chapter ___ SLA 199__. The Settlement Agreement has been recorded in the recording office of the Barrow recording district and has been noted in the lands records system maintained by the State's Department of Natural Resources.

2. Pursuant to the Settlement Agreement, by warranty deed made effective as of _____, 199__, ASRC conveyed to the State an undivided percentage interest (the "State Percentage") in and to all portions of the subsurface in the respective sections in the Lease Premises owned by ASRC, including both uplands and submerged lands now and hereafter existing, as follows:

Section No.

State Percentage

3. Pursuant to the Settlement Agreement, by patent no. _____ made effective as of _____, 199__, the State conveyed to ASRC an undivided percentage interest (the "ASRC Percentage") in and to all portions of the subsurface in the respective sections in the Lease Premises owned by the State, including both uplands and submerged lands now and hereafter existing, as follows:

Section No.

ASRC Percentage

4. As provided in the Settlement Agreement, no change in the boundary, location, or extent of submerged lands or uplands within any section of the Lease Premises will alter, increase, or diminish the State Percentage or the ASRC Percentage of the subsurface and rentals, royalties, and other subsurface revenues in and attributable to such section owned by the State and ASRC, respectively.

5. As provided in the Settlement Agreement and notwithstanding any provision of section 14(g) of the Alaska Native Claims Settlement Act of 1971 ("ANCSA"), all rentals, royalties, and other subsurface revenues with respect to and payable on account of production of oil or gas from each section of the Lease Premises shall be owned by and payable to the State and ASRC, respectively, in proportion to the State Percentage and ASRC Percentage in that particular section and shall not be pooled or communitized with or payable to the owners of the subsurface in any other section of the Lease Premises.

6. As provided for in the Settlement Agreement, the lessee under the Subject Lease is hereby directed to pay all rentals, royalties, and other subsurface revenues becoming payable by the lessee under the Subject Lease after the effective date of the warranty deed and patent described in paragraphs 2 and 3 above, as follows:

(a) To ASRC, to the extent of the applicable ASRC Percentage in the subsurface in the particular section of the Lease Premises with respect to which such rentals, royalties, or other subsurface revenues become payable, at the following address (or such other address of which notice is hereafter given by ASRC to such lessee):

(b) To the State, to the extent of the applicable State Percentage in the subsurface in the particular section of the Lease Premises with respect to which such rentals, royalties, or other subsurface revenues become payable, at the following address (or such other address of which notice is hereafter given by the State to such lessee):

7. Notices from the lessee under the Subject Lease to the "lessor" under the Subject Lease after the effective date of the warranty deed and patent described in paragraphs 3 and 4 above are to be given both to ASRC, at the address shown in paragraph 6(a) above (or such other address of which notice is hereafter given by ASRC to the lessee) and to the State at the address shown in paragraph 6(b) above (or to such other address of which notice is hereafter given by the State to the lessee).

8. As provided in the Settlement Agreement, from and after the effective date of the warranty deed and patent described in paragraphs 2 and 3 above, and notwithstanding any contrary provision of section 14(g) of ANCSA:

(a) As to the applicable State Percentage in each respective section of the Lease Premises, the State shall have the right and responsibility, with respect only to its State Percentage interest, in its own discretion to administer and enforce directly any termination provisions, duties, obligations, and covenants, express or implied, undertaken by or imposed by virtue of the Subject Lease; and

(b) As to the applicable ASRC Percentage in each respective section of the Lease Premises, ASRC shall have the right and responsibility, with respect only to its ASRC Percentage interest, in its own discretion to administer and enforce directly any termination provisions, duties, obligations, and covenants, express or implied, undertaken by or imposed by virtue of the Subject Lease.

9. Nothing in this notice is intended or shall be construed to ratify, validate, or reinstate the Subject Lease as to any land or interest therein as to which the Subject Lease is not otherwise presently valid and in force and effect.

10. The effective date of this notice is the same date as the effective date of the deed and patent described in paragraphs 2 and 3 above.

STATE OF ALASKA

By _____
Director, Division of Land,
Department of Natural Resources

ARCTIC SLOPE REGIONAL CORPORATION

By _____
(Name) _____
(Title) _____