

ALASKA LEGISLATURE COMMITTEE FILES 1985-1986

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HRES

HB 287

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ARTICLE IV
SUBSEQUENT AMERADA HESS ADJUSTMENTS

Except as provided herein, MAPCO agrees that the retroactive price adjustment provisions contained in Paragraph IV of the Petroleum Products Agreement, as it applies to the Assignment, shall not extend to adjustments made upon final non-appealable resolution of each of the issues in the Amerada Hess litigation pursuant to Section 2.3 of the GVEA Royalty Oil Contract. GVEA agrees to pay that portion of the Amerada Hess adjustment based on the ratio of the barrels of product purchased by GVEA under the assignment to the total barrels of Royalty Oil purchased under the GVEA Royalty Oil Contract during the twelve-month period immediately preceding the final non-appealable resolution of each of the issues of the Amerada Hess litigation. With the exception of the twelve-month period immediately preceding the final non-appealable resolution of each of the issues in the Amerada Hess litigation, MAPCO agrees to pay to the State any such adjustments owed by GVEA or MAPCO as a result of purchases made by MAPCO under the GVEA Royalty Oil Contract; provided, however, that ~~if GVEA exercises its right to terminate the Assignment and/or Petroleum Products Agreement under Paragraph X of the Petroleum Products Agreement, or if the State terminates the GVEA Royalty Oil Contract and/or this Agreement approving the Assignment as a result of a breach of either agreement by GVEA, GVEA will pay to the State a percentage of the Amerada Hess adjustment,~~ with the percentage based on the ratio of the barrels of product purchased by GVEA under the assignment to the total barrels of royalty oil purchased under the GVEA Royalty Oil Contract during the period in which the Amerada Hess adjustment applies. Within ten days of being notified by the State that there has been a final non-appealable resolution of each of the issues in the Amerada Hess litigation, GVEA and MAPCO shall discuss with each other and advise the State of the percentage of the adjustment by month and year each is to pay the State.

ARTICLE V
OPTION ON RETURN OIL

MAPCO acknowledges that the State has reserved an option to purchase all Return Oil resulting from the sale of Royalty Oil under the GVEA Royalty Oil Contract. In consideration of MAPCO's agreements in Article IV of this Agreement concerning subsequent Amerada Hess adjustments, the State agrees to not exercise its return oil option so long as MAPCO receives Royalty Oil under the GVEA Royalty Oil Contract.

TO BE SIGNED

BY

DATE

STATE

BY

DATE

MAPCO

BY

DATE

By _____
Commissioner,
Department of Natural Resources

GOLDEN VALLEY ELECTRIC ASSOCIATION

By _____
Michael P. Kelly
General Manager

MAPCO PETROLEUM INC.

Robert K. Howe
President

F.D. number 4-22-15 Feb 80



North Pole Refining P.O. Box 5028, North Pole, Alaska 99705

DIVISION OF EARTH RESOURCES COMPANY OF ALASKA

907/488-2741
907/488-2742

PETROLEUM PRODUCTS AGREEMENT

This Agreement, dated the 1st day of May 1980, by and between:

NORTH POLE REFINING (NPR), Division of Earth Resources Company of Alaska, an Alaskan Corporation, and GOLDEN VALLEY ELECTRIC ASSOCIATION, INC. (GVEA).

Witnesseth

The Agreement, when duly executed, shall constitute an agreement under which NPR, shall sell and deliver to GVEA, and GVEA shall purchase and receive from NPR, processed turbine fuel, as per Section I below, at GVEA's North Pole and Zhender generating plants effective the date of first delivery at GVEA's meter station of Royalty crude oil as provided for in BUYER's Assignment and Product Sales Agreement, by NPR under terms and conditions as follows:

I QUANTITY AND QUALITY

NPR shall sell and deliver to GVEA hereunder Industrial Turbine Fuel (including HF/DF #1 and HF/DF #2) meeting G. E. specification GE141047H for Heavy True Distillate and all petroleum products identified herein as "Turbine Fuel" for use at the GVEA's gas turbine and/or diesel generator facilities located at North Pole and Fairbanks (Zhender), Exhibit I, II(A), and II(B). Said Industrial Turbine Fuel (heavy true distillate) shall be delivered by pipeline from NPR, at his expense, into the GVEA's Turbine Fuel storage tanks located at the North Pole Facility. Deliveries to Fairbanks (Zhender) locations will be by rail tank car or transport

I QUANTITY AND QUALITY (CONTINUED)

truck in full capacity of the conveyance as determined by GVEA. GVEA and NPR recognize highway weight restrictions in the fall and spring of each year may require scheduling of liftings to avoid this period with deliveries by transport truck. Deliveries shall be made during each month of the term hereof on GVEA's orders. GVEA will furnish NPR with estimated annual projections of all monthly petroleum fuel requirements to be updated at three (3) months intervals. GVEA hereby recognizes that product requirements in excess of one-hundred-ten percent (110%) of original monthly nominations (Exhibit III) may not, at NPR's option, be available. GVEA will confirm estimates of the quantities to be delivered during each month at least forty-five (45) days prior to the first day of the month in which said quantities are to be delivered. Exhibit IV formats the required data (modifications may be made that are mutually acceptable). Scheduling for deliveries of volumes specified will be coordinated on a weekly basis between NPR and GVEA's designated agent(s).

II MEASUREMENT AND TEST

Quantity and quality of Turbine Fuel sold and purchased hereunder shall be determined from NPR's recording flow meters and from samples taken at NPR's facility. Observed volume shall be corrected to sixty (60) degrees Fahrenheit by use of API Table 6. All sampling and testing shall be done as mutually agreed. Claims for errors, deficiencies or imperfections will not be entertained by NPR unless notice in writing is given by GVEA to NPR within ten (10) days of discover.

III TITLE

Title to the Turbine Fuel sold and delivered hereunder shall pass to GVEA when the Turbine Fuel enters GVEA's storage tanks or truck transport,

III TITLE (CONTINUED)

and risk of loss shall follow title. All Turbine Fuel sold hereunder shall be deemed to be in the entire custody and control of GVEA, immediately upon delivery into GVEA's terminal (GVEA's intake headers or storage tanks at North Pole or Zhender) or into GVEA's truck transport; GVEA shall indemnify and hold NPR harmless from any and all liability (including reasonable attorney's fees) for loss, damage, injury or other casualty to persons or property caused or occasioned by any leakage, fire, explosion and/or any other damage caused directly or indirectly by the Turbine Fuel sold hereunder when the said Turbine Fuel is in the custody of GVEA as aforesaid.

IV PRICE

For each net barrel of forty-two (42) U.S. gallons sold and purchased hereunder of Industrial Turbine Fuel only (heavy true distillate), GVEA agrees to pay and NPR agrees to accept a price equal to NPR's net acquisition cost for each barrel of forty-two (42) U.S. gallons of North Slope Alaskan crude oil plus a fixed margin of ~~57~~ per barrel. NPR's net acquisition cost shall include all tariffs for transportation of said crude oil, the effects of any programs of any governmental agencies and 67.67 percent of the cost associated with any specific gravity adjustments; Sulphur and B S & W relative to oil returned to the TAPS, excluding any impurities introduced into the return crude stream which was not an element of the acquired crude or generic to that portion of said return penalty shall be excluded when calculating GVEA's price of turbine fuel as it relates to NPR's total acquisition cost). NPR will certify to GVEA, within sixty (60) days following the end of the month in question, the actual acquisition cost of crude received during said month and will at that time issue any resulting retro-active adjustments to the selling prices for all deliveries made during the month in question. It is understood by both parties that certain components of

North Pole Refining

IV PRICE (CONTINUED)

the final cost of crude oil purchased by NPR may not be finalized until an indeterminate time in the future. It is therefore, agreed between both parties that any adjustments to the final crude cost for any months in question irrespective of the timing of these adjustments, will be handled retro-actively to the month in question in accordance with the pricing terms herein notwithstanding any limitations to the contrary contained elsewhere in this agreement.

For billing purposes, sales will be expressed in gallons. The price which GVEA shall pay NPR for delivery of the following Turbine Fuel products hereunder shall be as follows:

North Pole Refining Plant Posted Prices, F. O. B. NPR, at the time of each delivery for the particular product involved, less a discount equal to the maximum discount per gallon given to any other buyer of the particular product.

Diesel Fuel #1

Diesel Fuel #2

Notice of a change in discount for the above products will be given to GVEA by NPR ten (10) calendar days prior to change.

NPR will notify GVEA, in writing, within five (5) working days of the effective date of the posting change for the above products.

Transportation fee to be agreed upon by separate agreement.

V ESCALATION

Price of Industrial Turbine Fuel (heavy true distillate) will escalate/de-escalate relative to the August 1977 U.S. Bureau of Labor Statistics Wholesale Price Index for Major Commodity and Special Groupings (Table 1 Manufacture Goods) times eighty-seven percent (87%) of the fixed margin (\$2.62 per barrel). Examples are shown in Exhibit II. Price escalations are to be computed at the end of each calendar quarter commencing on December 31, 1977 and quarterly hereafter, and be effective on purchases made during following quarters.

Escalator to be reviewed annually upon written request by either party no later than sixty (60) days prior to the anniversary date of this agreement.

VI PAYMENT

All payments for Turbine Fuel sold and delivered to GVEA hereunder during each calendar week shall be billed on the following Monday, payment terms net four (4) days from date of invoice.

VII TAXES

All taxes, fees, assessments and charges now or in the future assessed, levied and charged by any State, Federal and local government against or upon the Turbine Fuel covered hereby and against or upon the selling and transportation thereof shall be paid by GVEA; and if NPR has paid or shall hereafter pay any such tax, fee, assessment and charge; GVEA agrees to promptly reimburse NPR the full amount therefore, together with all penalties, interest and costs there on. Any such payments shall be in addition to the price otherwise provided for.

VIII FORCE MAJEURE

Except as to payments due hereunder, each of the parties hereto shall be excused from performance under this agreement as long as to the extent that performance may be prevented in whole or in part by reason of strike, fires, washouts, breakage of pipeline or tankage, acts of God, war, sabotage, the elements, earthquakes, differences of disputes with workmen (however arising or from whatever cause) inability to obtain labor or personnel service, shortages of supplies of crude oil, scheduled or unscheduled shutdown of plants, or any other cause, except financial, beyond its control, whether of a similar or dissimilar class, including specifically acts, orders or recommendations of Government officers, bodies or committees acting under claim of authority.

IX MUTUAL AGREEMENT

Any details of this agreement not specified herein shall be resolved by mutual agreement of the parties hereto.

X CONDITIONS/TERMS

This Agreement shall become effective on May 1, 1980. This Agreement shall remain in full force and effect for seven (7) years and thereafter until terminated. Either party may, at any time, terminate this Agreement upon three (3) year's written notice to the other.

XI NON-ASSIGNMENT: MODIFICATION

This Agreement may not be assigned to any third party except the administrator of the Rural Electrification Administration without the written

XI NON-ASSIGNMENT: MODIFICATION (CONTINUED)

consent of NPR. This agreement may not be modified or terminated except by instrument in writing, signed by the parties hereto.

XII GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Alaska. All terms and provisions hereof are subject to the applicable orders, rules, and regulations of all governmental authorities.

XIII SUPERSEDING AGREEMENTS

This Agreement supersedes any previous Petroleum Product Agreement effective the date NPR receives first delivery of GVEA's State Royalty crude oil as provided for in GVEA's Assignment and Product Sales Agreement dated May 1, 1980.

ACCEPTED AND AGREED TO:

GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.

NORTH POLE REFINING

By: D. L. Hoffman

By: Doreen L. North

Title: Gen. Mgr.

Title: Cont. Marketing Manager

Date: 5-27-80

Date: May 27, 1980

((EXHIBIT B ((



North Pole Refining P.O. Box 5028, North Pole, Alaska 99705

DIVISION OF EARTH RESOURCES COMPANY OF ALASKA

907/488-2741
907/488-2742

ASSIGNMENT AND PRODUCT SALES AGREEMENT

This Agreement, dated the 1st day of May 1980, by and between:

NORTH POLE REFINING, Division of Earth Resources Company of Alaska, an Alaskan Corporation, (NPR) and GOLDEN VALLEY ELECTRIC ASSOCIATION, INC., (GVEA)

shall be as follows:

1. GVEA, holder of certain rights to crude oil under a State Royalty Oil Contract, does hereby assign, transfer and convey its rights under said contract (as well as any future similar contracts) to NPR, effective on May 1, 1980, subject to the following terms and conditions:
 - a. GVEA shall make request for State crude oil under its contract immediately upon receipt of written notice by NPR for the volumes so designated by NPR.
 - b. NPR shall assume and be responsible for all obligations and duties of GVEA under its State Royalty Oil Contract for the volumes so designated.
 - c. Certain provisions of the current GVEA Royalty Oil Contract and any future contracts may be excepted and modified as

dictated by any State declared GVEA/State Royalty contract relationships if mutually agreed to by NPR and GVEA.

- d. NPR agrees that so long as GVEA State Royalty Oil is being delivered to NPR per the terms of this agreement, NPR will not issue notice of cancellation to the Petroleum Products Agreement referenced herein.
2. NPR, in consideration of this Agreement, agrees to sell GVEA and GVEA agrees to purchase quantities of turbine fuel to 12.5 volume percent of those barrels of crude oil acquired by NPR under this assignment at a cost equal to NPR's net acquisition cost as defined in the attached Petroleum Products Agreement between the parties plus a processing fee of \$~~1.00~~/barrel. This fee shall escalate only as set forth in the Petroleum Products Agreement effective between the parties except for base period. Base period for the escalation of the ~~\$1.00~~ processing fee shall be concurrent with the reporting period of the Bureau of Labor and Statistics Wholesale Price Index for Major Commodities and Special Groupings on May 1, 1980. Due to cyclic seasonal requirements and the limitations of GVEA storage facilities, the difference in quantities of turbine fuel available to GVEA and the amount purchased by GVEA under the 12.5% provision of this paragraph, shall accumulate month by month for annual periods and be available for purchase by GVEA until the end of each annual period. At the end of the annual period, that turbine fuel not purchased by GVEA shall not be carried forward into the next annual period. The annual period shall commence sixty (60) days after the anniversary date of the date of delivery of Royalty crude oil to NPR provided for in this agreement, and annually thereafter. The purpose of this accumulation statement is to guarantee GVEA the option of purchasing turbine fuel equal to 12.5 volume percent of the total crude oil acquired by NPR under this agreement during the annual period. It is understood by both

parties that NPR has limited storage for turbine fuel at the refinery (a usable amount of approximately 20,000 barrels) and that transfer of quantities in any short period of time and in great excess of this amount, would be impractical.

3. It is further agreed by NPR and GVEA that no part of this agreement constitutes an obligation by NPR to nominate any or all of the State Royalty Oil rights assigned herein.
4. GVEA and NPR specifically agree that in the event any court shall decree or determine that NPR's acquisition of crude oil under this agreement shall be in any way unlawful, then the terms and conditions of this Assignment and Product Sales Agreement shall be null and void and no longer binding on either party.

ACCEPTED AND AGREED TO:

GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.

NORTH POLE REFINING

By: DR L. P. Johnson

By: Dwanda L. Meyer

Title: Gen. Mgr.

Title: Asst. Marketing Manager

Date: 5-27-80

Date: May 27, 1980

Bankers Trust Company
LETTER OF CREDIT DIVISION
1 BANKERS TRUST PLAZA • NEW YORK

MAILING ADDRESS
P.O. BOX 318—CHURCH ST STA
NEW YORK, N.Y. 10015

JUNE 9, 1983

IRREVOCABLE LETTER OF CREDIT
NO. W-78702-S

COMMISSIONER OF NATURAL RESOURCES
STATE OF ALASKA
POUCH M
JUNEAU, ALASKA 99811

GENTLEMEN:

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE LETTER OF CREDIT FOR ACCOUNT OF GOLDEN VALLEY ELECTRIC ASSN. (GVEA), P.O. BOX 1249, FAIRBANKS, ALASKA 99701 FOR A SUM NOT TO EXCEED U.S. DOLLARS FIVE MILLION FOUR HUNDRED THOUSAND AND 00/100 **\$5,400,000.00** WHICH IS AVAILABLE AGAINST PRESENTATION OF YOUR SIGHT DRAFT(S) DRAWN ON US WHEN ACCOMPANIED BY:

- 1) COPY OF UNPAID INVOICE REFERRED TO IN DOCUMENTARY REQUIREMENT NO. 2 IN THE AMOUNT PAYABLE TO THE STATE OF ALASKA BY GVEA FOR THEIR PURCHASE OF THE STATE OF ALASKA ROYALTY CRUDE OIL.
- 2) A STATEMENT PURPORTEDLY SIGNED BY THE COMMISSIONER OF NATURAL RESOURCES FOR THE STATE OF ALASKA OR HIS DESIGNEE, INDICATING NAME AND TITLE OF SIGNATOR READING AS FOLLOWS:

"THE UNDERSIGNED HEREBY CERTIFIES THAT:

- A) THE ROYALTY OIL COVERED BY THE ACCOMPANYING INVOICE HAS BEEN DELIVERED TO GVEA AND THE AMOUNT COVERED BY THE INVOICE IS PAST DUE AND REMAINS UNPAID TO THE STATE OF ALASKA AT THE TIME OF DRAWING.
- B) AN AUTHORIZED REPRESENTATIVE OF THE STATE OF ALASKA HAS DISCUSSED THE NON-PAYMENT OF SUCH INVOICE WITH AN OFFICER OF GVEA AND AN OFFICER OF MAPCO PETROLEUM, INC. (OF ALASKA).
- C) THE TERMS OF PAYMENT DEFINED IN ARTICLE VIII, CLAUSES 8.1, 8.2, 8.4, 8.5 IN THE "AGREEMENT FOR THE SALE AND PURCHASE OF STATE ROYALTY OIL" BETWEEN GVEA AND THE STATE OF ALASKA DATED 4/12/77, HAVE NOT BEEN COMPLIED WITH; AND
- D) A WRITTEN NOTICE OF DEFAULT PER CLAUSE 6.1 OF ARTICLE XVI HAS BEEN GIVEN BY THE STATE OF ALASKA TO GVEA.

BY _____

(*COMMISSIONER OF NATURAL RESOURCES FOR STATE OF ALASKA) OR (*DESIGNEE FOR COMMISSIONER OF NATURAL RESOURCES FOR STATE OF ALASKA)"

*APPROPRIATE DESIGNATION TO BE USED TO IDENTIFY PARTY SIGNING THE CERTIFICATE

This credit advice is subject to the Uniform Customs and Practice for Documentary Credits (1974 Revision), International Chamber of Commerce Publication No. 290.

C O N T I N U E D -

7

Bankers Trust Company
LETTER OF CREDIT DIVISION
BANKERS TRUST PLAZA • NEW YORK

MAILING ADDRESS
P.O. BOX 318—CHURCH ST. STA
NEW YORK, N.Y. 10015

- 2 -

RE: L/C W-78702-S

NOTWITHSTANDING ANY REFERENCE IN THIS LETTER OF CREDIT TO OTHER DOCUMENTS, INSTRUMENTS OR AGREEMENTS OR REFERENCES IN SUCH OTHER DOCUMENTS, INSTRUMENTS OR AGREEMENTS TO THIS LETTER OF CREDIT, THIS LETTER OF CREDIT CONTAINS THE ENTIRE AGREEMENT AMONG THE ACCOUNT PARTY, BENEFICIARY AND THE ISSUER HEREUNDER RELATING TO THE OBLIGATIONS OF THE ISSUER HEREUNDER.

ALL DRAFTS MUST BE MARKED "DRAWN UNDER BANKERS TRUST CO. CREDIT NO. W-78702-S".

DRAFTS AND ACCOMPANYING DOCUMENTS MUST BE PRESENTED TO THE DRAWEE NOT LATER THAN JUNE 30, 1984.

WE HEREBY AGREE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT SHALL BE DULY HONORED ON DUE PRESENTATION TO THE DRAWEE.

VERY TRULY YOURS,

M. A. Orlando

AUTHORIZED SIGNATURE

This credit/advice is subject to the Uniform Customs and Practice for Documentary Credits (1974 Revision), International Chamber of Commerce Publication No. 290.

7

LETTER OF CREDIT DIVISION
1 BANKERS TRUST PLAZA • NEW YORK

MAILING ADDRESS:
P.O. BOX 318 - CHURCH ST. STA.
NEW YORK, N.Y. 10018

ADVISE OF AMENDMENT
OUR CREDIT NO. W787029

NEW YORK, APRIL 17, 1984

----- NOTE -----
THIS CONFIRMS OUR CABLE OF TODAY

Handwritten signature
TO

SENEFILIARY:

APPLICANT:

COMMISSIOER OF NATURAL RESOURCES
STATE OF ALASKA
PO BOX 4
JUNEAU, ALASKA 99811

GOLDEN VALLEY ELECTRIC
ASSN. (GVEA)
P. O. BOX 1249
FAIRBANKS, ALASKA 99701

ADVISING BANK:

RECEIVED

APR 26 1984

GENTLEMEN:

DIVISION OF OIL & GAS
ANCHORAGE, ALASKA

THIS CREDIT HAS BEEN AMENDED AS FOLLOWS.

IN REFERENCE TO ITEM 28 THAT PART READING: "...AN OFFICER OF MAPCO
PETROLEUM INC. (OF ALASKA)..." NOW TO READ "...AN OFFICER OF MAPCO
PETROLEUM INC. (ALASKA)..."

IN REFERENCE TO ITEM 20 AFTER "... BY THE STATE OF GVEA" ADD "AND
MAPCO PETROLEUM INC. (ALASKA)"

DRAFTS MUST BE PRESENTED TO THE DRAVEE NOT LATER THAN JUNE 30, 1985.

ALL OTHER TERMS AND CONDITIONS AS PREVIOUSLY ADVISED REMAIN UNCHANGED.

IMMEDIATE NOTIFICATION MUST BE GIVEN TO US IF THIS AMENDMENT IS NOT
ACCEPTED.

VERY TRULY YOURS,
Lorraine Gordon
AUTHORIZED SIGNATURE

Kathryn West
561-5521



Kay
origs
cc: Kay, Sam, Steve, Ned + Diana
1/4
Clifford Grah

RECEIVED

JAN 4 1985

DIVISION OF OIL & GAS
ANCHORAGE, ALASKA

Ewell A. Clarke
Vice President
Domestic Crude Oil

December 28, 1984

Alaska Department of Natural Resources
Attn: Ms. Kay Brown, Director
Division of Oil & Gas
Pouch 7-034
Anchorage, Alaska 99510

Dear Ms. Brown:

In response to your December 7 notice, we offer herewith our comment on the proposed royalty oil sale to Golden Valley Electric Association (GVEA). The purpose of our remarks is not to discourage the awarding of a contract which will benefit consumers of electric power in Fairbanks; but rather to suggest improvements in the clarity and definition of the agreements which would better assure that indeed it will be the consumers who benefit from the royalty oil sale.

It is clear that GVEA cannot employ the crude oil directly in its power generation facilities and therefore must rely on Mapco's adjacent refinery to process the crude, extracting a gas oil fraction which GVEA can use. Therefore, it is incumbent upon the State to assure that such processing and extraction results in the maximum benefit to GVEA rather than a windfall to Mapco. This is particularly important since the Commissioner's Preliminary Findings state (on page 7) that:

"No profits accrue to persons who are not both residing in Alaska and utilizing the GVEA services in-state."

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Before addressing the question "Who benefits?", we should like to turn briefly to the situation referred to in Paragraph 2.11 of the Agreement where GVEA would utilize directly the crude oil sold thereunder. We believe that the words "prompt conversion of Purchaser's generating units" may be misleading. There are a number of substantial problems which do not lend themselves to promptness, the least of which is the REA financing. Design of the facilities, ordering and delivery of materials, and construction are time-consuming. Far more difficult to resolve promptly, however, are the approval and permitting required by regulatory agencies to construct and operate facilities which would burn unprocessed crude oil with low flash point and high sulfur content. We believe that the facility conversion referred to in the Agreement represents a project which can be completed at best in many months to several years, and at worst, never. Furthermore, the cost of such conversion, together with interest cost of the financing, could eliminate any cost advantage of burning crude oil vs burning coal.

Alaska Dept. of Natural Resources
Division of Oil & Gas
December 28, 1984
Page 2

Turning now to the question of who benefits from this sale of royalty oil to GVEA, we note on page 4 of the Preliminary Findings that the "benefit" to the consumers will be about \$0.00095/kwh and that the benefit results entirely from a "discount" which Mapco gives GVEA on the price of the gas oil extracted from the royalty crude.

It is unclear just what this discount is -- a discount below what? Paragraph 2.11 of the Agreement refers to it as a "lower refining charge" but does not indicate lower than what? The Preliminary Findings shed some light on the question, Paragraph IV, page 3, where it states that the Mapco/GVEA agreement provides fuel "at a price lower than what GVEA would pay otherwise." We conclude that GVEA gets a lower-priced gas oil from Mapco when Mapco buys GVEA's royalty oil than when Mapco buys its royalty oil from other sources.

If that is the correct conclusion, the obvious question is: Why does Mapco give GVEA the discount? One explanation might be that Mapco pays less for GVEA's crude than for crude acquired from others. However, we believe that such is not the case. The price which Mapco pays the State for its long-term royalty oil is within pennies of the price which GVEA pays the State (and assigns to Mapco). Therefore, if Mapco's costs are essentially the same when running its own royalty crude and when running GVEA's royalty crude, how is the "discount" justified? Or one could ask: how is Mapco's undiscounted price to GVEA justified? Or how is the amount of the discount determined?

Nothing in the Preliminary Findings or the Agreement speaks to the amount of the discount, although this amount is the heart of the justification for the royalty oil sale. Reference is made in the Preliminary Findings that:

"Mapco's discount to GVEA would reduce GVEA's average power generation cost by about \$0.00095/kwh."

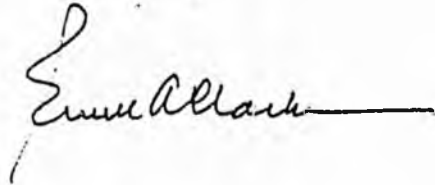
This hardly seems to be a bonanza for the electric power consumer. A typical residential user on GVEA's system pays about \$0.09/kwh; so the cost saving resulting from the Mapco discount amounts to about 1% of the price which the consumer pays for his electricity.

We suggest that there may be several alternatives available to GVEA which are more beneficial to consumers than a "discount" on 12% of the crude barrel. There are options which could result in GVEA's utilization of substantially more than 12% of the crude, at lower cost to GVEA than that of conventional refinery fractionation. We will be happy to discuss such options with you at your convenience.

Alaska Dept. of Natural Resources
Division of Oil & Gas
December 28, 1984
Page 3

In summary, since GVEA cannot use the crude oil to generate power, the State's proposed sale of royalty oil is really a sale to Mapco, contingent upon Mapco's agreement to sell to GVEA the gas oil which is extracted from the crude; and contingent upon Mapco's selling the gas oil at some unspecified "discount" below some unspecified price level. Viewed in this context, and recognizing that GVEA may have other available options which will yield greater benefits from the State royalty oil, we suggest that the awarding of a long-term crude contract to GVEA be deferred until the State is satisfied that the royalty oil being committed to GVEA is indeed being employed in the best interests of the GVEA consumer; and that GVEA's current needs be satisfied by short-term commitments not exceeding two years.

Very truly yours,

A handwritten signature in cursive script, appearing to read "E. M. Allard", followed by a horizontal line.

EAC/ml



ALASKA STATE LEGISLATURE
HOUSE OF REPRESENTATIVES
RESEARCH AGENCY

Pouch Y, State Capitol
Juneau, Alaska 99811
(907) 465-3991

May 19, 1983

MEMORANDUM

TO: Representative John Cowdery

FROM: David Teal *DT*
Research Staff

RE: MAPCO Contract for Alaska Royalty Oil
Research Request 83-158

You asked this agency to review the contract for the sale of State royalty oil to the North Pole Refinery (MAPCO) and to describe significant details of the contract, particularly as they differ from provisions of the proposed Tesoro and Chevron contracts. This memorandum responds to your request.

The contract in question was originally with the Earth Resources Company of Alaska, who operated the North Pole refinery until it was sold to MAPCO in 1981. The contract was approved by the Legislature in May of 1978. It provides royalty oil from the Prudhoe Bay Unit to the North Pole refinery through the year 2003. Some specific provisions of the contract are discussed below.

Quantity of Oil

The contract specifies that no more than 15 percent of the State's share of oil from the Prudhoe Bay leases is to be sold to MAPCO. Note, however, that 15 percent of current production levels is about 28,000 barrels per day while MAPCO is actually receiving about 35,000 barrels of royalty oil per day. This apparent discrepancy can be explained by a careful reading of sections 2.1.1 through 2.1.3. Section 2.1.1 allows MAPCO to nominate additional oil from the Prudhoe Bay leases as long as "such oil is unobligated and available." Section 2.1.3 limits the total amount of oil supplied by the State under this contract to 35,000 barrels per day. In addition, section 2.1.2 of the contract gives MAPCO an option on royalty oil from other leases (including future discoveries) so that the refinery can nominate up to 35,000 barrels of oil per day through 2003.

Representative Cowdery
May 19, 1983
Page 2

NOTE * INTERESTING CONSIDERATION - MAPCO HAS
STATED IN WRITTEN TESTIMONY THAT THE PRICE
THEY PAY FOR ROYALTY IS HIGHER THAN WHAT
THEY COULD BUY IT FROM PRODUCERS

The North Pole refinery is not only purchasing the full 15 percent share of Prudhoe Bay oil to which it is entitled, but is also exercising its option to purchase an additional 7,000 barrels per day to bring its total purchase to the contractual ceiling of 35,000 barrels per day. According to the contract, North Pole could nominate as little as 5,000 barrels per day without paying a penalty or endangering the contract. The continued high level of nomination is probably due to a combination of uncertainty in oil markets and the 7-month lag from date of notification of a change in volume to implementation of that change. * NOTE

The fixed volume provision (35,000 barrels per day) in the MAPCO contract could allow the North Pole refinery to claim nearly half of all State royalty oil by 2003, when the contract terminates. (Unless additional discoveries are made, the State's share of crude oil is expected to decline to about 75,000 barrels per day in the year 2000.) The proposed Tesoro and Chevron contracts specify a proportion of Prudhoe Bay royalty oil (13.867 percent and 9.6 percent, respectively) so that the amount of oil delivered to them would decline as production from Prudhoe Bay declines.

Price of Oil

As you know, the proposed Tesoro and Chevron contracts call for a 30¢ per barrel premium over the in-value price of oil. North Pole does not pay a premium for royalty oil, but it does pay the "Exhibit B" price, which is about 50¢ per barrel above the average in-value price.¹ The price differential is due to different ways of making the price of royalty oil subject to resolution of the Almerada Hess litigation. The MAPCO contract specifies that the Exhibit B price will be paid, with the differential refunded if the State loses the case. The Tesoro and Chevron contracts specify that the average in-value price will be paid, with additional payments to be made if the State's arguments prevail.

¹The Exhibit B price for a hypothetical Company X is defined as the higher of 1) the average price received by all producers including Company X and 2) the average price received by all producers except Company X.

Residual Oil

One of the more controversial aspects of the MAPCO contract is the disposition of residual oil. The North Pole refinery currently reinjects its residual oil into the pipeline. North Pole pays a fee for degradation of the virgin crude in the line and reclaims the oil at Valdez, where it is indistinguishable from any other oil that comes through the pipeline. ~~Section 2.4 of the contract gave the State an option on the residual oil,~~ but the option expired (unused) on September 1, 1978. The Tesoro and Chevron contracts would give the State an option on the residual oil for the life of the contracts.

Other Provisions

The 25-year term of the MAPCO contract, the lack of a premium over the in-value price, the option on future reserves, and the lack of a claim on residual oil have been discussed above. Other points of interest are briefly discussed below.

- The contract ~~fails to impose in-state processing requirements.~~ The proposed Tesoro and Chevron contracts specify that all royalty oil must be processed in-state and that 32 percent and 34.44 percent, respectively, of royalty oil must be refined into usable products.
- The contract ~~fails to restrict exports~~ of the petroleum products. The proposed Tesoro and Chevron contracts specify that the refiners must use their best efforts to market all royalty oil products in Alaska and require the purchasers to submit reports on performance. The MAPCO contract merely states that the refinery will notify the Commissioner of the Department of Natural Resources if products are exported.
- The contract does not impose a reservation fee if North Pole elects to claim less than the maximum quantity allowed by the contract. The proposed Tesoro and Chevron contracts specify that the purchaser shall pay a fee of .75 percent of the purchase price (about 15¢ per barrel at current prices) for each barrel difference between the maximum quantity and the quantity actually nominated.
- The contract has a much weaker security agreement than the proposed Tesoro and Chevron contracts. MAPCO is required to grant a security interest in all oil delivered or to provide security in the form of a bond. Under the proposed contracts, Tesoro and Chevron must furnish an irrevocable letter-of-credit that can be drawn upon by unilateral action of the State.

Representative Cowdery
May 19, 1983
Page 4

- The contract does not include a provision on disagreements. Section 23 of the proposed Tesoro and Chevron contracts says that, in the event of disagreement over the meaning or application of terms or conditions of the contract, the purchaser shall agree to accept the findings of the Commissioner of Natural Resources unless there is clear evidence for a contrary interpretation.

The conclusion of our review of the MAPCO contract is that it has significant disadvantages (to the State) relative to the proposed Tesoro and Chevron contracts. In addition to the differences listed in this section, the ~~term~~ of the MAPCO contract is longer, the price the State obtains for its royalty oil is lower, it gives options on ~~future oil discoveries~~, and it gives the State no option on the residual product of the refinery. ~~There is some possibility that these provisions could be renegotiated if the North Pole refinery wished to expand and if additional supplies of royalty oil were required to support that expansion.~~

* * *

I hope this review of the MAPCO contract is useful in your deliberation of the proposed contracts for royalty oil. If you have additional information requests, please contact the agency.

DT

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

OFFICE OF THE COMMISSIONER

BILL SHEFFIELD, GOVERNOR

POUCH M
JUNEAU, ALASKA 99811
PHONE: 907-465-2400

March 19, 1985

The Honorable Richard Shultz
Co-Chair, House Resources Committee
Alaska State Legislature
Pouch V
Juneau, AK 99811


Dear Representative Shultz:

I am enclosing information about the proposed royalty oil contract between the State and Golden Valley Electric Association (SB 232 and HB 287).

This information includes a briefing paper and the Department's final finding and determination from January. The Royalty Oil and Gas Advisory Board provided recommendations in separate letters to House Speaker Grussendorf and Senate President Bennett on March 11.

Please inform me or Kay Brown, Director of the Division of Oil and Gas, if you need more materials or background. I look forward to working with you on the proposed royalty oil contract.

Sincerely,



Esther C. Wunnicke
Commissioner

Shultz

Background Information on SB 232/HB 287
Overview of proposed GVEA long-term contract
dated February 8, 1985

- Price - Monthly volume-weighted average of producer's current reported netback prices, plus field costs, plus adjustments for the final outcome of the Amerada Hess litigation, plus a \$.30 premium, with a price reopener in July 1987, and every two years thereafter.
- Term - Delivery of oil commences four months after approval by the Governor and the Legislature (unless the State sets an earlier date) and terminates on June 30, 1995.
- Quantity - 2.6667% of the State's daily production of royalty oil from the Prudhoe Bay Unit (approximately 5,000 bpd).
- Point of Delivery - Custody transfer meters into the Trans Alaska Pipeline system at Prudhoe Bay.
- In-State Use - When the Department executes the agreement, it will also execute an agreement with GVEA and MAPCO approving GVEA's assignment of its royalty oil to MAPCO. Should the MAPCO/GVEA relationship be terminated, GVEA's continued receipt of royalty oil would be conditioned upon GVEA arranging a new means of using royalty oil to provide GVEA consumers electricity at a cost lower than otherwise possible.
- Security - GVEA will provide a letter of credit to the State in the amount of \$5,316,000, which is equivalent to approximately 60 days' worth of oil.
- Standard Contract Terms - The contract will contain all appropriate standard State contract terms.
- Exhibit A - The proposed long-term contract contains as Exhibit A an agreement signed by the State, GVEA, and MAPCO. Exhibit A recognizes existing agreements between GVEA and MAPCO, under which MAPCO takes GVEA's royalty oil, refines it and sells the resulting turbine fuel to GVEA. In Exhibit A, the State consents to those agreements so long as they are not modified to reduce the benefits to GVEA's consumers. Exhibit A also provides that MAPCO will pay any Amerada Hess adjustments on the royalty oil turbine fuel it sells to GVEA, except that 1) GVEA will pay Amerada Hess adjustments on the last 12 months of turbine fuel purchases prior to resolution of Amerada Hess, and 2) GVEA will pay all Amerada Hess adjustments on the royalty oil

turbine fuel if it terminates the agreements or causes the State to terminate the royalty oil contract.

◦ Return Oil - The State will have the option to purchase all return oil produced, refined or exchanged under the contract. However, in exchange for MAPCO's agreement to pay Amerada Hess adjustments, the State agrees not to exercise its return oil option.

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF OIL AND GAS

BILL SHEFFIELD, GOVERNOR

POUCH 7-034
ANCHORAGE, ALASKA 99510

STATE OF ALASKA Alaska Royalty Oil & Gas Development Advisory Board Notice of Public Hearing

The Alaska Royalty Oil and Gas Development Advisory Board will hold a public hearing on a proposed sale of State royalty oil from the Prudhoe Bay Unit. The hearing will be held by teleconference on Wednesday, February 20, 1985, at 10:30 a.m. The teleconference system will be available at that time in Anchorage, Fairbanks, and Juneau. The public may appear at the following locations to present testimony:

Legislative Information Office
1024 West 6th
Anchorage, Alaska
278-9624

Legislative Information Office
315 Barnett Street, Suite 101
Fairbanks, Alaska
452-4448

State Office Building
10th Floor Conference Room
Juneau, Alaska
465-3836

The Department of Natural Resources has proposed a long-term, noncompetitive sale of State royalty oil from the Prudhoe Bay Unit to Golden Valley Electric Association (GVEA).

The proposed GVEA agreement is for the sale of 2.667% of the daily royalty oil available from the Prudhoe Bay Unit (approximately 5,000 bpd). The contract would commence four months after approval by the Governor and the Legislature, and would terminate June 30, 1995. The proposed contract includes a provision allowing either party to reopen price negotiations during the month of July, 1987 and every two years thereafter.

The Alaska Royalty Oil and Gas Development Advisory Board, under AS 38.06.040 (a)(2), is required to "hold public hearings on proposed sales, exchanges, or other disposals of royalty oil or gas to determine whether the proposals comply with AS 38.06.070."

AS 38.06.070 states the "criteria" the Board must consider in the exercise of its powers. These are:

- (1) the revenue needs and projected fiscal condition of the state;
- (2) the existence and extent of present and projected local and regional needs for oil and gas products and by-products, the effect of state and federal commodity allocation requirements which might be applicable to those products and by-products, and the priorities among competing needs;

(3) the desirability of localized capital investment, increased payroll, secondary development and other possible effects of the sale, exchange or other disposition of oil and gas or both;

(4) the projected social impacts of the transaction;

(5) the projected additional costs and responsibilities which could be imposed upon the state and affected political subdivisions by development related to the transaction;

(6) the existence of specific local or regional labor or consumption markets or both which should be met by the transaction;

(7) the projected positive and negative environmental effects related to the transaction; and

(8) the projected effects of the proposed transaction upon existing private commercial enterprise and patterns of investments.

The evaluation of proposed sales in accordance with the criteria and the public hearing process is to enable the Board to more effectively carry out its purpose to "facilitate the wise development of Alaska's oil and gas royalty interests by providing means and procedures for sales, exchanges or other disposition of those interests in ways calculated to promote private economic growth consistent with applicable environmental standards and public fiscal stability...." AS 38.06.010. The Board is required to recommend to the State Legislature whether the proposed sale to GVEA should be approved or rejected. AS 38.06.050

The Board solicits comments from the public concerning this proposed sale. You are invited to present a statement, oral or written, at the hearing or send it directly to the Chairman, Alaska Royalty Oil and Gas Development Advisory Board, c/o Kay Brown, Director, Division of Oil and Gas, Department of Natural Resources, Pouch 7-034, Anchorage, Alaska 99510.

Copies of the proposed meeting agenda, applicable Alaska statutes, regulations, and other information relating to the proposed sale may be obtained by contacting Sandra Schwartzbauer at 265-4274.

James B. Gottstein
Chairman

Pub: January 17, 1985

State of Alaska
Department of Natural Resources
Final Findings & Determination
to Sell Prudhoe Bay Royalty Oil to
Golden Valley Electric Association, Inc.
January 16, 1985

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I. Introduction.

The State of Alaska proposes to sell 2.667% of its daily royalty oil (approximately 5,000 barrels per day) from the Prudhoe Bay Unit to Golden Valley Electric Association, Inc. (GVEA) under a long-term, noncompetitive contract. In accordance with AS 38, the Department of Natural Resources must determine whether this disposal serves the state's best interest before the sale may take place. This final finding describes the proposed sale and analyzes its potential effects.

II. Background and Chronology.

GVEA is the public cooperative electric utility in Fairbanks. The state's previous long-term royalty oil contract with GVEA, executed in 1976, was the first royalty oil contract negotiated and executed after the 1976 establishment of the Alaska Royalty Oil and Gas Development Advisory Board. GVEA requested royalty oil so that crude oil might be used as turbine fuel for power generation in the event that the cost of turbine fuel from the North Pole Refinery became prohibitive.

GVEA's contract with the state was for the purchase of 5,000 bpd. GVEA did not exercise its option to purchase royalty oil until June 17, 1981. GVEA assigned its contract rights to North Pole Refinery, Inc., which is now owned by MAPCO Petroleum Inc. (MAPCO), in exchange for a price discount on the turbine fuel refined from the royalty oil. MAPCO refines the royalty oil into jet fuels, diesel, heating oil, and other refined products in addition to turbine fuel, and reinjects the remaining return oil into the Trans Alaska Pipeline System (TAPS).

In a November 1982 letter to the Department of Natural Resources, GVEA requested an extension of its contract for an additional ten years. No action was taken on that request pending the change of administrations. In March 1983, the new administration began negotiations with GVEA on a new ten-year contract to assist in satisfying the needs of GVEA's 50,000 in-state consumers. Notice of the proposed long-term sale to GVEA was published on November 8, 1983. A notice of that royalty board meeting, which included a review of the proposed GVEA disposal (among other things), was also published on November 16, 1983.

The Alaska Royalty Oil and Gas Development Advisory Board's December 7, 1983 review of the proposed GVEA disposal and the agreement, as negotiated to that date, revealed specific concerns by both the public and board members with respect to the state's option on return oil and the relationship between MAPCO and GVEA. In view of those reservations and the limited time for further negotiation, the long-term GVEA contract was not presented for legislative approval. Instead, an interim one-year contract not requiring legislative approval was put into effect. Subsequently, GVEA and the Department undertook sporadic negotiations during early 1984 with the goal of making long-term contract revisions responsive to the issues raised at the December 7, 1983 royalty board meeting. During this period, the assignment agreement between MAPCO and GVEA also remained in effect. On September 12, 1984, the Director of the Division of Oil & Gas briefed the royalty board on the Department's continuing negotiations with GVEA and MAPCO.

On November 29, 1984, GVEA, MAPCO and the Department reached tentative agreement on a new long-term contract to be presented to the royalty board and the legislature. The terms of the proposed contract, which were included in the Department's Preliminary Findings and Determination to Sell Prudhoe Bay Royalty Oil to Golden Valley Electric Association, Inc. of December 7, 1984, are again summarized below.

III. Summary of Proposed Contract Terms.

1. Price: The total price per barrel to be received by the state in the proposed contract is the sum of the following components:
 - (a) The (monthly) volume weighted average of the Prudhoe Bay lessees' current reported netback prices, as adjusted for transportation and other costs by those lessees.
 - (b) Additional amounts, primarily from GVEA's assignee (MAPCO), if the state obtains a favorable resolution of litigation disputing the validity of the Prudhoe Bay lessees' current reported netback prices (State of Alaska, et al vs. Amerada Hess, et al).
 - (c) Those cleaning and dehydration field costs which the state must pay when either taking its royalty share in-value (receiving money from the Prudhoe Bay lessees equal to the volume weighted average of their current reported netback prices, as may be retroactively adjusted upon resolution of the Amerada Hess litigation) or taking title to its royalty share of oil for an "in-kind" disposal. In a 1980 partial settlement of the Amerada Hess litigation, the state acknowledged limited responsibility for certain field costs in either case. And,
 - (d) A \$.30 per barrel premium.
2. Term:
 - (a) The date of first delivery will be four months after enactment of legislation by the State of Alaska (including approval by the Governor) approving the agreement unless the state, in its sole discretion, sets an earlier date.
 - (b) The termination date of the contract is June 30, 1995.
 - (c) The price specified above is subject to renegotiation in July 1987 and every two years thereafter for the duration of the contract.
3. Quantity: 2.667% (approximately 5,000 bpd) of daily royalty oil from the Prudhoe Bay Unit.
4. Point of Delivery: Custody transfer meters into the Trans Alaska Pipeline system at Prudhoe Bay.

5. In-State Use: When the Department executes the agreement, it will also execute an agreement with GVEA and MAPCO approving GVEA's assignment of its royalty oil to MAPCO. The state retains the right to terminate its approval of the MAPCO/GVEA relationship, in which MAPCO provides GVEA a specific discount on a specific quantity of turbine fuel. Should the assignment be terminated, GVEA's continued receipt of royalty oil would be conditioned upon GVEA arranging a new means of using royalty oil to provide GVEA consumers electricity at a cost lower than otherwise possible.
6. Security: GVEA will arrange to provide a letter of credit to the state in the amount of \$5,316,000, which is equivalent to approximately sixty days' worth of oil. Upon default, this letter is redeemable upon signature of the Attorney General and the Commissioner.
7. Return Oil: Throughout the term of the contract, the state will have the option to purchase all return oil produced, refined, or exchanged under the contract. In consideration of MAPCO's consent to accept the majority of any liabilities stemming from the resolution of the Amerada Hess dispute, the state has agreed not to exercise its return oil option so long as MAPCO receives royalty oil under the GVEA royalty oil contract.
8. Standard Contract Terms: The contract will contain all appropriate standard state contract terms.

IV. Comments Received

Written comments addressing the Preliminary Finding and Decision were received from two parties prior to the close of the comment period. By a letter dated December 28, 1984, Tesoro Alaska Petroleum Company (Tesoro) expressed concern about the extent to which the proposed disposal may benefit MAPCO. Tesoro suggested that a more favorable contract for GVEA might have been secured during negotiations with MAPCO. The Department agrees that the benefits to GVEA of the proposed disposal are modest. While perhaps not sufficiently emphasized in the Preliminary Findings, the proposed disposal is based upon benefits to the state as well as to GVEA. Consequently, the price terms of the proposed disposal are similar to those of the state's recently executed royalty oil contracts with Tesoro and Chevron.

Since the state would be a major financial beneficiary of the proposed disposal, more advantageous contract terms for GVEA could not necessarily be borne by MAPCO. Although MAPCO must benefit to some degree as an indirect party to the agreement, the Department has sought to confine (to the extent possible in collective bargaining) the benefits of the proposed disposal to the state and GVEA. Upon receiving Tesoro's comments, the Department encouraged direct consultations between Tesoro and GVEA. As these discussions did not lead GVEA to conduct further negotiations with MAPCO, GVEA has presumably secured the best terms possible from MAPCO as well as the state.

By a letter dated January 8, 1985, James B. Gottstein, the Chair of the Royalty Oil and Gas Advisory Board (Royalty Board), also submitted comments related to the proposed disposal. Gottstein was concerned with a possible relationship between this disposal and the decision to shorten the contract terms of three 5,000 b/d lots of Kuparuk River royalty oil from one year to six months for the competitive royalty oil sale of December 11, 1984. However, the Kuparuk oil withdrawn from the sale was not committed to MAPCO or GVEA as Gottstein apparently believed was the case. That oil remains uncommitted.

Gottstein also said the Department did not properly inform the Royalty Board of that decision, as he believed was required. The Royalty Board review mandated by AS 38.06.050 extends only to royalty oil dispositions for which legislative approval is required. The December 11, 1984 competitive royalty oil sale was a short-term market conditions sale, for which legislative approval was not required (AS 38.06.055(b)(1)). At the September 12, 1984 Royalty Board meeting, the division did brief the Royalty Board about the competitive sale. In the Invitation to Bid discussed at the Royalty Board meeting, future revisions to sale terms at the direction of the commissioner were clearly contemplated. The rationale for the Department's revision was also publicly analyzed in-depth in the November 28, 1984 Supplemental Findings for the Competitive Royalty Oil Sale. Royalty Board input was not required for the decision to decrease the terms of the Kuparuk lots, and the division's consultation with regard to the sale in general exceeded statutory and regulatory requirements.

V. Contract Revisions

Since publication of the previous preliminary notice in November, 1983, the proposed GVEA contract has been altered by the Department and GVEA to address the concerns raised about the earlier proposed contract. Two key issues, both of which led to revisions in the contract form, were in-state use and return oil.

Currently, the consumer benefits of the GVEA contract depend on MAPCO's agreement with GVEA to provide turbine fuel at a price lower than what GVEA would otherwise pay. Under GVEA's present contract, the state is unable to enforce the degree of advantage afforded to GVEA since that agreement is between GVEA and MAPCO only. Consequently, Section 2.11 (In-State Use) of the proposed contract has been rewritten, and an agreement between the state, GVEA, and MAPCO has been added to assure that the agreed upon refining arrangement with MAPCO will be maintained, within certain bounds, over the life of the GVEA contract. [The state will have the option to terminate its approval of the assignment should the relationship between GVEA and MAPCO change materially.]

The state has insisted on the option to terminate the contract on these grounds since the proposed disposal is based in part on the specific benefits provided for GVEA members. Approximately one-third (625 barrels) of GVEA's daily turbine fuel requirements would be provided at a discounted price to GVEA through the proposed disposal. When compared to the refining charge which GVEA must pay for the remaining two-thirds of its turbine fuel needs, this discount translates into an annual savings to GVEA of about \$550,000.

GVEA's total turbine fuel consumption now accounts for about 45% of its fuel use. The balance of GVEA's power generation comes from coal. Given the operations costs of GVEA's turbine fuel and coal-fired generation and the volume of discounted turbine fuel the proposed royalty oil contract would provide GVEA, MAPCO's discount to GVEA would reduce the GVEA consumer's average power generation cost by about 1.57%. Due to a mathematical oversight, the Preliminary Findings erroneously implied that an average power generation cost savings to GVEA of about 1% would result from the proposed disposal.

The state's ability to ensure that the GVEA contract would continue to provide these consumer benefits has been reinforced by the addition of Exhibit A, an agreement (attached to the proposed GVEA contract) between the State, GVEA, and MAPCO. Article II of Exhibit A calls for MAPCO and GVEA to keep the state apprised of any changes in their assignment agreement, and reiterates that changes to that agreement which materially affect the consumer benefits are grounds for termination of the assignment approval by the state. In addition, Article III of Exhibit A ensures that MAPCO will give nine (9) months written notice to GVEA before reducing the amount of royalty oil taken, since GVEA must also notify the state nine (9) months in advance of such a reduction.

Residual oil is a by-product of most refineries, including the North Pole Refinery. Residual oil represents that portion of a barrel of crude oil which a refinery is unable to process into product. Because MAPCO is situated to reinject residual oil into TAPS (where it re-emerges as whole oil at Valdez), this oil is also referred to as "return oil".

The assignment agreement between MAPCO and GVEA allows MAPCO to keep and dispose of the royalty return oil for export. Because MAPCO appeared to be a major beneficiary of the prior GVEA royalty oil contract, in part through its control over the return oil, the state has sought additional consideration from MAPCO for state approval of the assignment agreement. Consequently, Article IV of Exhibit A makes MAPCO primarily responsible for any GVEA liabilities resulting from retroactive price adjustments attending the resolution of the Amerada Hess dispute.

GVEA would be responsible only for one-eighth of the Amerada Hess liability accrued in a period not to exceed one year. The remaining seven-eighths of the liability accrued in that period, and all liabilities accrued in all other years during the term of the proposed GVEA contract, would be borne by MAPCO. This provision of Exhibit A insulates GVEA from the effects of a favorable outcome for the state in the Amerada Hess dispute and consequently, increases the benefits received by GVEA's consumers. MAPCO's agreement to bear the largest share of any future liability would increase the effective benefit to GVEA members of the proposed royalty oil contract by several fold. With this protection, GVEA largely avoids a potential liability which could accumulate for a period of up to ten years and consequently harm its financial position.

The return oil provision of the proposed contract gives the state the option to purchase all return oil produced, refined, or exchanged under the contract. However, in consideration of Article IV of Exhibit A, by which MAPCO accepts the potential Amerada Hess liabilities discussed above, the state agrees not to exercise its right to purchase return oil so long as MAPCO receives royalty oil under the GVEA royalty oil contract.

In addition to the revisions of the in-state use and return oil provisions, other changes have been made to the proposed 1983 contract to conform GVEA's proposed contract to the state's most recent contract forms where possible. These changes can be found in Section 7.1 (Default), Section 8.2 (Inability to Receive Oil) Article XIX (Amendment), and a number of minor areas.

For the state's protection, a new clause in Section 8.2 assigns to the state all transportation rights, including nominations, charter agreements, and any other transportation arrangements which GVEA has for state royalty oil, in the event of the purchaser's inability to receive royalty oil. This is now a standard provision for state royalty oil contracts and is found in both the backup and primary form contracts for the December 11, 1984 competitive sale.

An additional sentence in Article XIX (Amendment) states that, "Any material amendment to the contract which appreciably reduces the consideration received by the state requires prior approval of the Legislature of the State of Alaska". This contract language is required by AS 38.05.183(f).

In Section 7.1 (Default), the first of the six conditions of default listed has been added so that the state may, with evidence of impending failure to perform, declare a condition of default. This is an important protection for the state since there is often circumstantial evidence, such as inadequate transportation arrangements, which precede actual failure to perform.

Minor revisions can be found in two sections of Article V (Payments and Accounting). These revisions, which track the state's recent royalty oil contracts, make the terms of payment somewhat more stringent for the purchaser. Section 5.3 now calls for payment by wire transfer, and no longer provides for clerical mistakes as an acceptable basis for failing to pay the amount billed. Section 5.7 also eliminates several circumstances previously specified as acceptable grounds for failure to make full payment.

The remaining changes to the GVEA contract are technical in nature and concern numerical corrections, date corrections, definition clarifications, changes in the format, and minor revisions to Sections 3.2 (Good Standing and Due Authorization) and 16.1 (Preferential Hiring). Also, the word "Royalty" has been deleted throughout the contract wherever it precedes the word "Oil" and certain terms made unnecessary by the introduction of the term "Purchase Price" have been deleted.

The clauses particular to GVEA's situation, and to long-term negotiated contracts in general, have been left intact. Examples include Section 2.1 (Quantity), where GVEA may elect to change, within certain bounds, the quantity of royalty oil received, and Section 7.3 (Seller's Remedies), which allows the state to release GVEA from the in-state use requirement, at the state's sole discretion. Section 8.1 (Disposition of Oil Upon Default or Termination) also falls into this category, but GVEA's obligation to continue payment in event of default has a four-month, rather than the standard seven-month, duration. This is because the Prudhoe Bay Unit producers will, by contractual agreement, accept physical custody of small quantities of royalty oil with only a 90-day notice. The volume of royalty oil proposed for sale to GVEA falls within that quantity range.

VI. Findings and Determinations.

1. Competitive bidding is waived.

I have determined in accordance with AS 38.05.183(a) that the best interest of the state does not require competitive bidding for this disposal. The best interest of the state is served by making this award on factors other than the highest price received from a competitive sale. Those factors are detailed in the following section of this document.

In order to realize the objectives implied by the considerations listed in AS 38.05.182-183 and AS 38.06.070 and to obtain benefits for Alaska consumers, disposal by competitive bid with the award determined entirely upon the cash value offered is not in the best interest of the state in this instance. Rather, it is in the best interest of the state to dispose of this royalty oil to GVEA, which offers maximum benefits to state citizens and which will pay a \$.30 premium over what the state would have received had the state taken the oil at the weighted average of the Prudhoe Bay lessees' current reported netback prices, as may be retroactively adjusted by resolution of the Amerada Hess litigation.

2. The sale is in the best interests of the State.

Under AS 38.05.183(e) a noncompetitive sale, exchange, or other disposal of royalty oil or gas taken in-kind by the state may be awarded by the commissioner to the prospective buyer whose proposal offers maximum benefits to the citizens of the state.

In accordance with AS 38.05.035(e), AS 38.05.183(c) and (e), and 11 AAC 03.010(d), I find and determine that the taking of royalty oil in-kind and the disposal of that oil to Golden Valley Electric Association, Inc. (GVEA) for use in-state is in the best interests of the state. The following has been considered in making this determination:

a. The state will receive no less from this sale than if it had continued to take its royalty oil in-value at the weighted average of the Prudhoe Bay lessees' current reported netback prices as retroactively adjusted by litigation. The premium of \$.30 over that price will likely offset any adverse effects on that price (and state revenues) which could occur when the state meets the needs of a refinery (in this case MAPCO) that would otherwise be a crude oil customer on the West Coast. The Commissioner's Preliminary Findings and Determination to Negotiate Backup Royalty Oil Contract(s) and Conduct a Competitive Royalty Oil Sale of July 12, 1984 detail those potential effects. It is not possible to forecast the impact of customer displacement on West Coast prices, let alone its influence on the current reported in-value price. However, the amount of the premium is likely to cover a reasonable differential. Further, MAPCO presently receives similar amounts of crude oil daily under the existing GVEA short-term contract. AS 38.05.183(e)(1).

b. A disposal to GVEA will have a favorable effect on the economy of the state because it will ensure that the cooperative's members continue to benefit directly from lower electric rates than would otherwise be possible. Each consumer to whom GVEA provides electric service is a member of the cooperative. Profit margins are allocated back to the consumer owners, all of whom are Alaska residents. The cooperative's goal is to provide dependable electrical service to its member-owners at the most economical price.

GVEA is regulated by the Alaska Public Utilities Commission. Over the past year, GVEA has experienced increased consumer need represented by an addition of 2,700 new households. GVEA currently employs 174 people (25 more workers than last year) to bring electric service to more than 50,000 Alaskans. AS 38.05.183(e)(2).

c. An in-state refiner, MAPCO, will be favorably impacted by the proposed GVEA contract. MAPCO's assigned right to purchase 5,000 bpd of state royalty oil enables MAPCO to refine many products for Alaskans in addition to turbine fuel for GVEA. The 5,000 bpd of royalty oil also assists MAPCO in meeting the feedstock requirements of its soon-to-be-expanded refinery. MAPCO may also sell or exchange the resulting return oil (so long as the price discount on turbine fuel provided to GVEA remains materially unaltered) to acquire more oil from TAPS near its Fairbanks refinery.

Although MAPCO will benefit from the proposed GVEA contract, it will not receive a windfall. Because of the \$.30 premium, MAPCO will likely pay more for the assigned oil than it does under its own state royalty oil contract. Further, MAPCO's Exhibit A agreement to pay most of any Amerada Hess liabilities arising under the proposed GVEA contract precludes it from passing on Amerada Hess adjustments to GVEA, as it would otherwise do. AS 38.05.183(e)(3).

d. GVEA is uniquely able to use its royalty oil purchases to allow it to supply electrical energy to more than 50,000 Alaskans who currently enjoy price benefits directly attributable to the cooperative's purchase of state royalty oil. AS 38.05.183(e)(4).

e. The state is now highly dependent on oil revenues and will continue to depend on oil revenues in the future. The price term of the proposed sale protects the state's interest by ensuring that revenues from this sale will exceed the in-value alternative. AS 38.06.070(a)(1).

f. The local and regional needs of the Fairbanks area for electrical supply are met by service provided by GVEA to its member owners. The assignment agreement with MAPCO also helps satisfy local and regional needs for petroleum products. AS 38.06.070(a)(2).

g. The continued operation of GVEA, with the attendant payroll and secondary benefits, will have a positive and desired effect on the citizens of the state. While this disposal will likely not result in new capital investment or development, it will enable the efficient use of existing investment and development and contribute to the requirements of a refinery planned for expansion. AS 38.06.070(a)(3).

h. The projected social impacts of a disposal to GVEA are anticipated to be favorable. The benefits presently received from the operation of the electrical cooperative will continue. AS 38.06.070(a)(4).

i. Any additional costs and responsibilities which could be imposed upon the state and affected political subdivisions are likely to be minimal. AS 38.06.070(a)(5).

j. Local and regional consumption of both fuel oil-fired electricity and refined petroleum products will be directly and favorably affected by the GVEA disposal. Local labor markets will continue to benefit through employment opportunities at both GVEA and MAPCO. AS 38.06.070(a)(6).

k. Environmental effects resulting from the proposal will be negligible, if any, since the facility is already in existence. AS 38.06.070(a)(7).

l. The proposed disposal will help existing commercial private enterprise and patterns of investments by assisting in the continued operation of the GVEA cooperative and providing, through assignment, royalty oil to the North Pole Refinery for processing into refined products. AS 38.06.070(a)(8).

In accordance with 11 AAC 03.060(b), the weight given to the applicable criteria in determining the maximum benefit to Alaska citizens must be addressed. In making this finding the Department first assured itself that the state would not lose money by making a disposal to GVEA. Once so assured, other benefits attendant to the disposal were examined. If the price offered did not assure the state at least what it would have received had it left the oil in-value then the sale would not, in the Department's view, serve the state's best interests. For this reason the greatest weight in this disposal was placed on AS 38.05.183(e)(1), the cash value offered. After the cash value offered, the greatest weight was given to the projected benefits of using the oil in the state to directly benefit Alaskan citizens through lower electric rates.

vii. Conclusion.

By the terms of the proposed contract, the state is guaranteed the litigation-adjusted in-value price for its oil as well as a premium on each barrel. The additional premium assures that the state is not initially receiving less for its oil than if it elected to take its royalty share in money at the weighted average of the Prudhoe Bay lessees' reported prices. Should the Amerada Hess litigation be resolved in the state's favor, the state will be entitled to reimbursements resulting from the retroactive price adjustments provided for in the contract, with MAPCO holding the major responsibility for that potential liability. The satisfactory price terms of the proposed contract, coupled with associated direct and secondary benefits for Alaska citizens, supports the decision to waive competitive bidding.

The foregoing facts and analysis support my final finding that this disposal is in the best interests of the state and that it maximizes benefits to Alaska citizens.

Kay Brown

Kay Brown, Director
for Esther C. Wunnicke
Commissioner

January 16, 1985

Date

AGREEMENT FOR THE SALE AND
PURCHASE OF ROYALTY OIL

THIS AGREEMENT is entered into as of February 8, 1985 by and between THE STATE OF ALASKA ("Seller") and GOLDEN VALLEY ELECTRIC ASSOCIATION INC., an Alaskan Electric Cooperative Corporation, hereinafter referred to as "Purchaser".

ARTICLE I
DEFINITIONS

As used in this Agreement, the following terms shall have the following respective meanings:

1.1 "Commissioner" means the Commissioner of the Alaska Department of Natural Resources or her designee.

1.2 "Day" means a period of twenty-four (24) consecutive hours, beginning at 12:01 a.m., Alaska Standard Time.

1.3 "Effective Date" shall have the meaning set out in Article VI.

1.4 "Leases" means the Oil and Gas leases which are subject to the terms of the Unit Agreement.

1.5 "Lessee" means any person owning a working interest in any of the Leases.

1.6 "Month" means the period beginning at 12:01 a.m., Alaska Standard Time, on the first day of the calendar Month and ending at the same time on the first day of the next succeeding calendar Month.

1.7 "Oil" or "crude oil" shall have the same meaning as the word "Oil" under the Unit Agreement.

1.8 "Point of Delivery" shall have the meaning set out in Section 2.4.

1.9 "Royalty Oil" means the Oil which the Seller may take in-kind (amount) as its royalty under the Leases whether or not Seller has elected to take or is taking that royalty in-kind.

1.10 "Daily Royalty Oil" means the quantity of Royalty Oil produced by the Lessees each day.

1.11 "Unit Agreement" means the Prudhoe Bay Unit Agreement effective April 1, 1977, by and between Seller and the Lessees, as amended from time to time.

1.12 "TAPS" means the Trans Alaska Pipeline System.

ARTICLE II
SALE OF ROYALTY OIL

2.1 Quantity. Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller that amount of Oil equal to 2.667% of the Daily Royalty Oil (Maximum Quantity"). Upon at least nine (9) Months written notice to Seller, Purchaser may increase or decrease the amount of Oil to be tendered by Seller at the Point of Delivery, but the amount tendered by Seller under this Agreement shall not exceed the Maximum Quantity. Purchaser recognizes that Seller must normally give six (6) Months notice under the Unit Agreement (or ninety (90) days if the amount increased or decreased is less than ten (10) percent of the current nominations) to increase or decrease the amount of Daily Royalty Oil to be taken in-kind. It is understood and agreed that the volume of Daily Royalty Oil available to Seller will vary and may be interrupted from time to time, and depends upon a variety of factors, including the rate of production from the Leases. Seller disclaims and Purchaser waives any representation, covenant or warranty, expressed or implied, as to the specific quantity or the total or daily, Monthly, average, or aggregate volume of Royalty Oil to be sold or tendered under this Agreement. Seller warrants that it has good title to the Oil tendered under this Agreement. Seller shall hold Purchaser harmless from all liens, encumbrances and valid adverse claims that may affect the Royalty Oil at the time the Royalty Oil is tendered to Purchaser.

If Seller underlifts or stores Royalty Oil at Prudhoe Bay, or if Seller recovers underlifted or stored Royalty Oil, the quantity of Oil tendered under this Agreement shall be calculated as if no Royalty Oil was underlifted or stored or recovered.

2.2 Quality. The Oil sold shall be the same quality as the Royalty Oil delivered by the Lessees to the Seller at the Point of Delivery. It is understood and agreed that the quality of the Oil sold may vary from time to time. Seller disclaims, and Purchaser waives, any guarantee, representation, or warranty, either expressed or implied, of the merchantability, fitness for use, or suitability for any particular use or purpose, or otherwise, of any of the Oil delivered under this Agreement or as to any specific, average or overall quality or characteristic of Oil to be sold or tendered under this Agreement.

2.3 Price of the Royalty Oil. The price for the oil tendered under this Agreement shall be equal to the amount that Seller would have received from its Lessees for the Royalty Oil tendered if that royalty had been payable in money (taken in value) rather than taken in kind plus a premium of \$0.30 per barrel plus the Field Cost Allowance incurred by that oil as determined under the Prudhoe Bay Royalty Settlement Agreement (dated April 1, 1980 for reference purposes only), which was entered as part of a final judgment dated August 13, 1980 in State of Alaska, et al v. Amerada Hess Corp., et al., (Superior Court for the State of Alaska, First Judicial District at Juneau) ("Amerada Hess") ("Settlement Agreement") ("Purchase Price"). The Purchase Price shall be determined by Seller based upon the reports submitted by the Lessees for royalty purposes or, when those reports are unavailable, incomplete, or inaccurate, upon information submitted by the Lessees for production tax or other tax purposes, as may be adjusted from time to time as provided in this Agreement. Buyer will only be entitled to review or request material or information which is not confidential under state law or regulation.

The method, basis and amount of royalty due Seller when it takes its royalty in value from the Leases is presently the subject of litigation in Amerada Hess. One of the issues involved is the proper method to be used by the Lessees in calculating the state's royalty when the royalty is payable in money (in value). Until there is a resolution of that dispute through judicial resolution or settlement, the Purchase Price will be based upon the calculation of an amount per barrel equal to the per barrel volume weighted average of the in-value prices reported by the Lessees to Seller for royalty purposes or, when the royalty reports are unavailable, incomplete, or inaccurate, upon information submitted by the Lessees for production tax or other tax purposes, plus \$0.30 per barrel plus the Field Cost Allowance as determined under the Settlement Agreement. Upon final non-appealable resolution of each of the various issues that are or will be involved in Amerada Hess, adjustments will be made to previous payments in accordance with each resolution.

If additional amounts are owed by Purchaser to Seller, interest on those amounts will be paid at a variable interest rate which is the higher of: (1) the reference rate as may be announced from time to time by The Bank of America, San Francisco, California, plus three percent (3%); or (2) the rate of return as is realized from time to time in the investment of the State of Alaska's general fund. Amounts owed from Seller to Purchaser shall be repaid at the rate set out in Article 5.6. Buyer will not voluntarily intervene or otherwise participate in Amerada Hess unless Seller expressly consents to that participation in writing. A settlement of Amerada Hess will be binding upon Buyer whether or not Buyer agrees with or consents to the terms of that settlement.

If any applicable law of the United States of America or any rule or regulation promulgated by a federal agency will, in the judgment of Seller, operate to prohibit or prevent Seller from receiving the full amount due under the above provision, Purchaser's obligation to pay the amount of the Purchase Price in excess of the amount permitted will be suspended or adjusted to the minimum extent required for Seller to comply with that law, rule or regulation.

Either party shall have the right to reopen this Agreement, as to price only, during the Month of July, 1987 and every two years thereafter for the purpose of negotiating a new price for the Royalty Oil to be paid under this Section 2.3. The right to reopen may be exercised by either party by giving to the other party thirty (30) days prior written notice. Upon receipt of a notice to reopen, the parties will promptly commence good-faith negotiations in an attempt to establish a new price. In the event that a new price is not agreed to by the parties within ninety (90) days of the effective date of the notice to reopen, either party may terminate this Agreement upon nine (9) Months written notice to the other. The price for any Oil tendered during any such period pending termination shall be calculated as set out hereinabove or as agreed to in a previous reopener. If a new price is agreed to by both parties, such new price shall be effective for Oil tendered in the Month following agreement by the parties on the new price.

2.4 Point and Time of Delivery. Simultaneous with receipt of its Royalty Oil from its Lessees, Seller shall tender the Oil to Purchaser at the point at which Seller receives the Royalty Oil from its Lessees. That point as presently agreed to by Seller and its Lessees in Section 2.3 of the Settlement Agreement is the custody transfer meters into TAPS at Prudhoe Bay.

2.5 Passage of Title and Risk of Loss. Title and risk of loss to the Oil sold under this Agreement shall pass from Seller to Purchaser for all purposes when Seller tenders the Oil at the Point of Delivery.

2.6 Purchaser's Responsibility. Purchaser shall be responsible for the Oil after passage of title. Purchaser will indemnify and hold Seller harmless from and against any and all claims, costs, damages (including reasonably foreseeable consequential damages), expenses or causes of action arising from or in connection with any transaction or event which relates to the crude Oil after title has passed to Purchaser.

2.7 Transportation Arrangements. Purchaser shall make all necessary arrangements for transporting the Oil sold under this Agreement from the Point of Delivery, including satisfaction of line fill obligations and storage tank bottom requirements of TAPS, if any. If and as requested by the Seller, and

at the time or times requested by Seller, Purchaser shall submit specific information concerning the arrangement it has made for transportation of the Oil sold under this Agreement through and away from TAPS and for the resale or other disposal of the Oil. Such information may include the specific tenders of Oil made to TAPS and identification of tankers which will transport the Oil. In addition, Purchaser will provide Seller, if and as requested by Seller, with satisfactory evidence or reasonable assurance of the existence and continuing validity of adequate arrangements for the transportation or disposal of the Oil subject to this Agreement. Failure to provide information, evidence or assurances requested will, at Seller's election by notice to Purchaser, be a material default under this Agreement.

2.8 Absolute Obligations. The obligations of Purchaser to accept, pay for, and arrange for the transportation of the Oil tendered or sold under this Agreement are absolute and will not be excused or discharged by the operation of any disability of Purchaser, event of force majeure, impracticability of performance, change in conditions, or any other reason or cause.

2.9 Date of First Delivery. The date of First Delivery will be four (4) Months after the Effective Date unless Seller, in its sole discretion, sets an earlier date.

2.10 Performance Guaranty and Reservation Fee. If Purchaser does not take the Maximum Quantity on the Date of First Delivery, Purchaser shall pay to Seller, in addition to the Purchase Price, an amount equal to 1.25% of the Purchase Price per barrel per day on the difference between the Maximum Quantity and the actual quantity tendered to and accepted by Purchaser ("Actual Quantity") for each day Purchaser does not take the Maximum Quantity on and after the Date of First Delivery. The payment of this fee shall end on the day that Purchaser accepts delivery of the Maximum Quantity. When Purchaser accepts the Maximum Quantity, all of the amounts paid under this Article 2.10 will be allowed to be credited against future payments for Oil tendered under this Agreement except for an amount to be retained by Seller equal to .75% of the Purchase Price per barrel per day on the difference between the Maximum Quantity and the Actual Quantity for each day Purchaser did not take the Maximum Quantity on and after the Date of First Delivery. If

Purchaser should thereafter decrease the amount of Oil to be tendered under this Agreement, Purchaser shall pay to Seller, in addition to the Purchase Price, an amount equal to .75% of the Purchase Price per barrel per day after the date that the decrease in the amount of Oil to be tendered by Seller takes effect on the difference between the Maximum Quantity and the Actual Quantity.

2.11 In-State Processing. Purchaser agrees that all Oil purchased under the terms of this agreement shall be processed or burned in the State of Alaska. As used in this Agreement "processed or burned in the State of Alaska" means the following described uses or a use substantially similar to those uses, which provides an equivalent benefit to GVEA's consumers. Purchaser has assigned its Oil to MAPCO PETROLEUM Inc. for processing the crude oil into a fuel usable at Purchaser's generating station. Under this arrangement, Purchaser is assured of a dependable supply of fuel, which assists Purchaser in providing uninterrupted electrical service to its consumers. Purchaser also receives from MAPCO a lower refining charge or processing fee which Purchaser passes directly through to its consumers in the form of reduced electric rates. If Purchaser's arrangement with MAPCO ever fails to yield these benefits, Purchaser has a commitment from the Rural Electrification Administration for mortgage funds to be made available to pay for the prompt conversion of Purchaser's generating units so that the Oil could be burned as fuel by Purchaser without first being processed. Upon such conversion, Purchaser could again provide its consumers with a dependable supply of electricity at a cost lower than otherwise possible.

Purchaser's continued receipt of a dependable supply of fuel upon terms that allow Purchaser to provide its consumers with electricity at a cost significantly lower than otherwise possible is a material element of this agreement. Purchaser's failure to process or burn in the State of Alaska as defined in this Agreement the Oil tendered under this agreement will, at Seller's option, constitute a material default under this agreement. However, Seller may, at its option, waive the in-state processing or burning requirement in whole or in part, if Seller is satisfied that the waiver would not be contrary to the underlying intent of the other provisions of this Agreement.

ARTICLE III
REPRESENTATION AND OBLIGATIONS OF PURCHASER

Purchaser warrants, represents, and agrees:

3.1 Good Standing and Due Authorization. Purchaser is, and at all times during the operation of this Agreement shall remain, a corporation organized and existing under and by virtue of the laws of the United States or of any state, territory or the District of Columbia, and qualified to do business in, and in good standing with, the State of Alaska. Purchaser has all necessary corporate power to enter into this Agreement and to perform its covenants and obligations under this Agreement. All necessary corporate action has been taken to authorize Purchaser's entering into this Agreement and performing its covenants and obligations under this Agreement.

3.2 Financial Condition. The financial information submitted to Seller is complete and correct and fairly presents Purchaser's financial condition at the time the information was submitted to Seller. The financial information was prepared in accordance with generally accepted accounting principles consistently applied. Since the date the information was submitted, the condition, business and properties of Purchaser have not been materially adversely affected in any way. Purchaser agrees to inform Seller immediately if during the term of this Agreement there is any material adverse change in the condition, business, or properties of Purchaser which would have an appreciable adverse effect on Purchaser's ability to perform under this Agreement. Purchaser, in addition, will immediately inform Seller of any significant change in ownership of either Purchaser or any of its affiliates or parent company, and of any change in Purchaser's operations or agreements, which would appreciably affect Purchaser's performance under this Agreement.

3.3 Financial Statements. As soon as possible after the end of each fiscal year of Purchaser, and in any event within one hundred twenty (120) days thereafter, Purchaser will furnish to Seller, at Purchaser's sole cost and expense, a report or a complete copy of a report in a form to be prescribed from time to time by Seller which will include Purchaser's balance

sheet as of the close of the fiscal year and the income statement for that year, prepared in each case in accordance with generally accepted accounting principles consistently applied by certified public accountants of recognized standing. For purposes of complying with this Article, Purchaser may submit, and Seller will accept, the annual report of the Golden Valley Electric Association, Inc.

3.4 Option to Purchase Return Oil. If Purchaser assigns Oil purchased under this agreement for fuel usable in the present configuration of its generating station, there may remain a portion of Oil or Oil products which will not be processed for consumption in-state ("Return Oil"). This Return Oil may be shipped through TAPS. Return Oil shipped through TAPS becomes intermingled with unprocessed crude oil so that when the Return Oil is picked up in Valdez it is identical to the common stream crude oil shipped through TAPS. A shipper of Return Oil presently is, and may continue to be, liable for the payment of a quality bank adjustment differential based upon the resulting degradation of TAPS common-stream crude ("quality penalty").

Purchaser grants Seller an option to purchase all the Return Oil. For the purposes of determining the volume of Return Oil for which Seller may exercise its option to purchase under this Agreement, that volume shall be a proportion of the Oil tendered under this Agreement equivalent to the ninety (90) day rolling weighted average, determined monthly, of the ratio of total refined products produced to total refinery charge. Seller shall exercise this option by giving Purchaser nine (9) months' advance written notice. The notice shall specify the date delivery will commence and the point of delivery to Seller. Thereafter Seller may terminate the purchase of Return Oil by giving nine (9) months' advance written notice.

Seller shall have the option to take title to the Return Oil either at the tanker flange inlet in Valdez, Alaska, or at the MAPCO refinery outlet to the Golden Valley Pipeline at North Pole, Alaska. The per-barrel Return Oil purchase price shall be the full cost to Purchaser or Purchaser's assignee at the point of redelivery minus any "quality penalty" which had or would attach, which will be paid by Purchaser. Purchaser or Purchaser's assignee will assign all necessary shipment rights to guarantee delivery to Seller at

Seller's designated delivery point and to facilitate the reinjection into and transportation of the Return Oil through TAPS.

Purchaser or Purchaser's assignee shall furnish Seller or the Seller's designee, on or before the tenth day of the month following the month of delivery, a provisional invoice covering the Return Oil delivered to Seller or Seller's designee in the preceding month. The price of the Return Oil to Seller or Seller's designee shall be the price paid by Purchaser for Oil tendered under this Agreement for the month preceding delivery. The Seller or the Seller's designee shall make payment to Purchaser or Purchaser's assignee on or before the twentieth day of the month following the month of delivery. The initial billing may be adjusted in a subsequent month's invoice as more accurate or complete information concerning the quantity and Purchase Price of the Return Oil delivered each Month is available. Subsequent adjustments to the Return Oil initial billing shall also be made for Amerada Hess as specified in Section 2.3 and for other adjustments as specified in Section 5.5.

The amount of all sums which are not paid when due under this option or which are subsequently determined to be due under an adjustment, shall bear interest from the date accrued until paid in full at a variable rate per annum equal to the reference rate as announced from time to time by the Bank of America, San Francisco, California, plus one and one-quarter percent (1.25%) per annum, provided, however, that any interest due on an adjustment made as a result of the Amerada Hess litigation shall be at the same rate charged by Seller under Section 2.3.

The option to purchase Return Oil will remain in effect for the term of this Agreement. Failure to exercise this option for any period of time will not affect the Seller's right to exercise the option at a later time. This option, in whole or in part, and for any term, shall be freely assignable by Seller and such assignment shall release Seller from all obligations to receive or pay for the Return Oil sold under this option, provided, however, that Purchaser or Purchaser's assignee shall have the right to demand of an assignee of the Seller reasonable security for the Return Oil sold to that assignee. If authorized in an assignment by Seller, that assignee shall have the further right freely to assign that option, however, that assignment shall

not release the assignee (or any subsequent assignee) of any responsibilities or liabilities to Purchaser or Purchaser's assignee unless agreed to by Purchaser or Purchaser's designee. Seller shall provide Purchaser or Purchaser's designee with written notice of any such assignment.

ARTICLE IV
MEASUREMENTS AND TESTS

The quantity and quality of the crude Oil sold under this Agreement shall be determined at the Point of Delivery. Procedures and methods for measuring and metering the Oil sold under this Agreement shall be in accordance with the practices then in effect at Prudhoe Bay, Alaska.

ARTICLE V
PAYMENTS AND ACCOUNTING

5.1 Billing. Seller will send to Purchaser, on or before the 10th (tenth) business day of each Month after delivery of Oil, an invoice statement of account of all Royalty Oil estimated to have been measured at the custody transfer meter into TAPS and tendered to Purchaser under this Agreement during the immediately preceding Month according to the best information available to Seller, the estimated Purchase Prices applicable to those deliveries, and the total amount due ("initial billing"). The estimates will be made by Seller according to the best information reasonably available to Seller. Seller may render its initial billing to Purchaser based in part upon information reported by the Lessees to Seller and information published by the U.S. Government. Seller shall thereafter adjust its initial billing under this Article as soon as more accurate information concerning the quantity and Purchase Price of Oil delivered each Month is available. Seller, however, shall not be required to adjust the initial billing prior to the sending of the next Month's invoice statement of account.

5.2 Initial Adjustment. After the Monthly invoice under Section 5.1, the subsequent Monthly invoice will also state Seller's initial adjustments to be made, if any, to the invoice rendered in the immediately preceding Month, in accordance with any additional or more accurate information which may have become available to Seller. Whether or not initial adjustments are made, however, subsequent adjustments may be made under Section 5.5.

5.3 Payment. Purchaser will make payment of each amount billed under this Article within ten (10) days after receipt of the invoice statement of account. Payment shall be made without any deduction, set off, or withholding, by wire transfer of immediately available funds to Seller's account at the following address:

First Pennsylvania Bank Philadelphia
ABA No. 031000024
For Credit to State of Alaska
Account No. 07/089250/00
Attn: Catherine Hess

Payment may be made in such other manner or to such other address as Seller may specify in the invoice statement of account or by other written notice. All other payments to be made under this Agreement shall be paid in the same manner. If payment is due on a Saturday, Sunday, or legal holiday of the place where payment is to be received, payment shall be made on the next following business day. It is recognized that Seller may bill, and that Purchaser will pay, amounts that are based upon confidential information held or received by Seller. If confidential information is used as the basis for a billing, then upon request Seller will furnish Purchaser with the certified statement of the Commissioner that the amounts billed are correct based upon the best information available to Seller. If a dispute concerning a bill arises, Purchaser agrees to pay the full amount billed by Seller, pending final resolution of the dispute.

5.4 Payment to Lessee. Purchaser, at the request of Seller in the invoice statement of account or otherwise in writing, shall pay all or any portion designated by Seller of that payment required to be made to one or more of the Lessees at an address or addresses and in the manner designated by Seller. The payment will be made within the time limit specified in Section 5.3. Seller may authorize and designate a third party to make the request and

designate the amount, manner and place of payment under this provision. Unless otherwise specified, the balance of the payment due, if any, and payment for subsequent Months, shall be made in accordance with Section 5.3.

5.5 Subsequent Adjustments. Purchaser acknowledges that more accurate information concerning the quantity of or Purchase Price for Royalty Oil tendered may subsequently become available to Seller. In the event that any such information should subsequently become available to Seller, Seller shall promptly furnish a corrected invoice statement of account to Purchaser and the parties will adjust the amount billed and pay or refund the amount of those adjustments. In the event that Seller should render a corrected invoice to Purchaser, any amount to be refunded from Seller to Purchaser or paid from Purchaser to Seller will be paid within fifteen (15) days after the date of the corrected invoice. However, when the adjustment concerns an amount last invoiced more than sixty (60) days before the corrected invoice, the amount will be paid by Purchaser or refunded by Seller, as the case may be, in equal Monthly installments over the same period of time as that over which the adjustment accrued or six (6) Months, whichever is the shorter period. No adjustment will be made more than twelve (12) Months after the date of the last original invoice to which the adjustment relates, except for adjustments resulting from: (i) regulatory or court proceedings (including appeals) commenced or pending during that twelve (12) Month period, whether or not Seller or Purchaser is a party to the proceeding, or (ii) bona fide audits by Seller of any Lessee(s) commencing at any time during the period six (6) years after the date of the last invoice to which such adjustment relates, or any resolution of disputes arising out of those audits. Adjustments due to audits or regulatory proceedings or court proceedings may be made at any time. The provisions of this Section 5.5 will survive any termination of this Agreement.

5.6 Interest. Except for adjustments made upon resolution of Amerada Hess under Article 2.3, the amount of all sums which are not paid when due under this Agreement or which are subsequently determined to be due under an adjustment under Section 5.5, shall bear interest from the date accrued until paid in full at a variable rate per annum equal to the reference rate as announced from time to time by the Bank of America, San Francisco, California, plus one and one-quarter percent (1.25%) per annum.

5.7 Late Payment Penalty. If Purchaser fails to make full payment within one (1) day of the date that payment is due, then in addition to the amount due plus interest from the date that payment was due until the date of payment, Purchaser will pay an amount equal to one percent (1%) of the amount owed.

5.8 Payment to Third Parties. Seller may direct that Purchaser pay any amount due or which may become due directly to a third party in the manner and time as may be directed by Seller in written notice to Purchaser if, in the Seller's sole discretion, the payment to the third party will assist Seller in monitoring or enforcing this Agreement.

ARTICLE VI

TERM

This Agreement shall become effective upon execution by the parties and after enactment of legislation by the State of Alaska (including approval by the Governor) approving this Agreement. This Agreement shall be null and void if it is not so approved by September 30, 1985. Subject to the other provisions contained in this Agreement, Seller's obligation to sell and Purchaser's obligation to buy Royalty Oil shall begin as provided above, and shall end June 30, 1995. As used in this Article, "enactment of legislation" is as defined in AS 01.10.070(f)(4).

ARTICLE VII

DEFAULT OR TERMINATION

7.1 Default. If any one or more of the following events ("Events of Default") occur, then at Seller's option, Seller may terminate or suspend its obligation to tender and sell Royalty Oil and proceed to exercise any one or more of the rights and remedies provided in this Agreement:

- (i) At any time, Purchaser (a) repudiates any of its covenants or obligations under this Agreement, or (b) fails, within five (5) Days after written request from Seller, to provide Seller with written affirmation of this Agreement and of Purchaser's intention to perform under this Agreement (together with evidence or assurances of transportation arrangements pursuant to Section 2.7 reasonably satisfactory to Seller); or
- (ii) Purchaser does not pay in full any sum owed under this Agreement at the time when payment is due; or
- (iii) Purchaser fails to observe or perform any of its other covenants and obligations under Article II; or
- (iv) Purchaser does not perform any act required or contemplated under this Agreement and either: (a) the nonperformance continues for more than thirty (30) days after Seller has notified Purchaser of Purchaser's nonperformance; or (b) Purchaser had failed to perform the same or any other act required or contemplated under this Agreement during the immediately preceding twelve (12) Month period; or
- (v) There is a material adverse change in Purchaser's condition, business or property which appreciably affects the ability of Purchaser to perform any of its obligations under this Agreement, and Purchaser is unable to give Seller adequate assurance of continued performance either within five (5) days of a request for such an assurance or within such other shorter time period as Seller may reasonably request under the circumstances; or
- (vi) Any representation or warranty made by Purchaser in this Agreement proves to have been false or incorrect in any material respect at the time that the representation or warranty was made.

7.2 Failure to Pay Debts. If at any time Purchaser becomes unable to pay any of its debts when those debts are due, or should otherwise become insolvent (without regard to how that insolvency may be evidenced), Purchaser will immediately give notice of that fact to Seller. Whether or not that notice is given, if Purchaser becomes unable to pay any of its debts when those debts are due or should otherwise become insolvent, Seller's obligation to tender and sell Oil under this Agreement will automatically and immediately terminate without any requirement of notice or other action by Seller; however, Purchaser will nevertheless be and remain liable for payment and performance of all of its obligations and covenants under this Agreement with respect to Oil actually tendered by Seller to and after any such termination. Within thirty (30) days after receipt of Purchaser's notice or, if no notice is given, after Seller otherwise becomes aware (as determined in Seller's sole discretion) of Purchaser's insolvency, Seller will have the right, upon written notice to Purchaser, to reinstate all of Seller's and Purchaser's obligations under this Agreement retroactively to the date of termination.

7.3 Seller's Remedies. Upon the occurrence of any Event of Default or if Seller's obligation to tender and sell Oil under this Agreement is terminated or suspended under Sections 7.1 and 7.2, all obligations of Purchaser accrued but not otherwise due and payable under this Agreement will immediately be due and payable in full. In addition, Purchaser will indemnify and hold Seller harmless from and against all other liability, damages (including reasonably foreseeable consequential damages), costs, losses and expenses (including reasonable attorneys' fees and disbursements) incurred by Seller and arising out of the Event of Default, termination, or suspension. Seller shall have the right cumulatively to exercise any and all other rights and remedies and to obtain all other relief available under applicable law or at equity, including mandatory injunction and specific performance. Seller, upon occurrence of any Event of Default, in its sole discretion, may arrange for any disposition to third parties of Royalty Oil to be tendered and sold under this Agreement. Upon the occurrence of any Event of Default, Purchaser may, in Seller's discretion, be released from the obligations set forth in Article 2.11 (In-State Processing) until the Event of Default no longer exists or the obligation of Purchaser to take Oil under this Agreement expires. If upon occurrence of any Event of Default Seller makes arrangement for

disposition to third parties of Oil, or if Purchaser is released from Article 2.11, whether or not this Agreement is terminated, Purchaser will nevertheless be and remain liable to Seller for the full amount of the Purchase Price for that Oil in excess of the Purchase Price over any amount or amounts received by Seller on account of that disposition, net of the expenses of that disposition and for all other costs, expenses (including reasonable attorneys' fees and disbursements), and losses incurred by Seller and arising out of the Event of Default or disposition.

7.4 Purchaser's Exclusive Remedies. Upon any breach of, or default in, the due and timely observance or performance of any of Seller's covenants or obligations under this Agreement, Purchaser acknowledges and agrees that Purchaser's remedies will not include a temporary restraining order or preliminary injunction preventing Seller from taking any action with regard to the Royalty Oil which is the subject of this Agreement.

ARTICLE VIII
DISPOSITION OF OIL

8.1 Disposition of Oil Upon Default or Termination. Purchaser acknowledges and agrees that under the Unit Agreement and Leases, Seller's election to take Royalty Oil in-kind can be revoked or reversed only upon the satisfaction of various conditions, including the giving of six (6) Months notice to return all or more than ten percent (10%) of Seller's then current nominations. Purchaser acknowledges and agrees that Seller's election to invoke its rights to return to taking its Royalty Oil in value or less than six (6) Month's prior notice, or to attempt to secure a waiver of any condition or requirement, is at Seller's sole and complete discretion. Notwithstanding termination of this Agreement for default or for any other reason, including expiration or termination under any provision contained in this Agreement, Purchaser shall continue to take and purchase Seller's Royalty Oil in the amount and for the price set forth in this Agreement for up to four (4) Months following termination of this Agreement if Seller, in its discretion, so requires.

8.2 Inability to Receive Oil. If for any reason Purchaser is unable or refuses to accept or receive any Oil tendered under this Agreement, Purchaser shall nevertheless be and remain responsible for the disposal of that Oil and for paying Seller for the Oil as though it had been received and accepted by Purchaser unless Seller, in its sole discretion, elects to waive this requirement. In order to secure the obligations of Purchaser under this Section 8.1 and under Section 2.8, Purchaser shall, if and as Seller may request from time to time, assign to Seller all right, title and interest of Purchaser under any nominations, leases, agreements, contracts, charter parties and other arrangements for the transportation of the Oil sold under this Agreement through and away from the Trans Alaska Pipeline System; provided, that Seller shall not have any liability or obligations under any such nominations, leases, agreements, contracts, charter parties or other arrangements unless, and to the extent that, Seller shall actually exercise its rights to succeed to Purchaser's interest thereunder and shall obtain the benefits thereof.

8.3 No Right to Storage or Underlift. Purchaser waives and disclaims any interest or right that it may assert to storage of Royalty Oil, including by underlift or other means, to which Seller is or may come to be entitled under the Leases or any other agreement.

ARTICLE IX
WAIVER

The failure of either party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of, or estoppel against, asserting the right to require that performance in the future. A waiver or estoppel in any one instance shall not constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise. A course of performance established by a party shall also not estop the other party from complaining of a later breach similar in nature.

ARTICLE X
VALIDITY

If any provision or clause of this Agreement or application of this Agreement to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. If, however, an invalidity should operate to impair any material right or remedy of a party to this Agreement, that party may terminate this Agreement by notice to the other.

ARTICLE XI
FORCE MAJEURE AND CHANGE IN CONDITION

11.1 Effect of Force Majeure. Except for Purchaser's obligations to make payment of money for Oil tendered under this Agreement and except for Purchaser's obligations to accept and dispose of Royalty Oil, neither party shall be liable for any failure to perform the terms of this Agreement when the failure is due in whole or in substantial part to force majeure. The term "force majeure" as applied to this Agreement shall mean Acts of God, strikes, lockouts and industrial disputes or disturbances, civil disturbances, arrests and restraints from rulers or people, interruptions by government or court orders or by present or future orders of any regulatory body having or asserting jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, inability to secure materials by reasons of allocations promulgated by authorized governmental agencies, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or pipelines, or any other event or condition, whether of the kind herein enumerated or otherwise, not within the reasonable control of the party claiming the benefit of this excuse. If, however, any material obligation of Purchaser is excused or suspended because of a claim of force majeure for a period of three hundred sixty-five (365) successive days or more, Seller will have the right to terminate this Agreement. Prior to Seller exercising its right to terminate this Agreement Seller and Purchaser shall enter into good faith negotiations to restore, to the fullest extent possible, Seller and Purchaser to the

benefits and obligations that existed under this Agreement before the occurrence of the force majeure condition.

11.2 Responsibility. Upon the occurrence and discovery of an event providing the basis for a claim of force majeure, the party making a claim shall notify the other party to this Agreement of its claim of force majeure. Upon the occurrence of an event constituting force majeure, that event shall, so far as possible, be remedied with all reasonable diligence and dispatch. Except for Purchaser's obligations to make payment of money for Oil tendered under this Agreement and except for Purchaser's obligation to dispose of Oil, the obligations of the disabled party to perform under this Agreement, insofar as they are affected by that force majeure, shall be suspended from the time that force majeure occurs and for so long as the disability caused should have continued had the party claiming the existence of the force majeure remedied the event providing the basis of the claim of force majeure with reasonable diligence and dispatch, and for no longer. The settlement of strikes or lockouts or industrial disputes or disturbances will be entirely within the discretion of the party having the difficulty, and the above requirement that any force majeure shall be remedied with diligence and dispatch shall not require the settlement of strikes, lockouts, or industrial disturbances by acceding to the demands of any opposing party therein when such course is inadvisable in the sole discretion of the disabled party.

ARTICLE XII

NOTICES

12.1 Method. All notices, requests, demands or statements shall be in writing, and may be delivered personally to the party to be notified or may be sent by registered or certified United States mail, postage prepaid, with a return receipt requested to such party. Notice deposited in the mail in this manner shall be effective upon the expiration of seven (7) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the addressee. For the purposes of notice, the addresses of the parties to this Agreement shall be as follows:

If to Seller: State of Alaska
Commissioner of Natural Resources
Pouch "M"
Juneau, Alaska 99811

and

Commissioner of Revenue
Pouch "S"
Juneau, Alaska 99811

and

Director, Division of Oil and Gas
Pouch 7-034
Anchorage, Alaska 99510

If to Purchaser:

GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.
P.O. Box 1249
Fairbanks, Alaska 99707

and (as long as the right to Oil is assigned thereto)

Vice President-Supply
MAPCO PETROLEUM Inc.
P.O. Box 645
Tulsa, Oklahoma 74101-0645

12.2 Change of Address. Each party may change its address for notice by giving notice of the change.

ARTICLE XIII
RULES AND REGULATIONS

This Agreement is subject to all present and future valid laws, orders, rules and regulations of the United States, the State of Alaska, and any duly constituted agency thereof.

ARTICLE XIV
SOVEREIGN POWER OF THE STATE

This Agreement and its covenants shall not be interpreted as a limit on the exercise by the State of Alaska of any of its sovereign or regulatory powers, whether conferred on the State by constitution, statute or regulation, including but not limited to, its regulatory power over the Leases. The exercise by the State of Alaska of any sovereign or regulatory power will not operate or be deemed to enlarge any rights of Purchaser or to limit or impair any obligations or liability of Purchaser under this Agreement, except for state statutes enacted after the effective date of this Agreement which have a direct and significant adverse effect on the ability of Purchaser to perform an obligation under this Agreement other than the obligations to accept, dispose, and pay for Royalty Oil tendered under this Agreement.

ARTICLE XV
SECURITY

Thirty (30) days prior to the Date of First Delivery, Purchaser shall cause to be furnished to Seller evidence that an irrevocable stand-by letter of credit for the benefit of Seller effective by Date of Delivery, will be issued by a state or national banking institution of the United States which is a member of the Federal Deposit Insurance Corporation and has an aggregate capital and surplus of not less than One Hundred Million Dollars (\$100,000,000), or other banking institution acceptable to Seller in its sole discretion. The principal face amount of the letter of credit shall initially be Five Million, Three Hundred Sixteen Thousand Dollars (\$5,316,000). The letter of credit shall be substantially in a form satisfactory to the Commissioner, but in any event shall not require any documents to be submitted in support of drafts drawn against this letter of credit other than the certified statement of the Commissioner or her designee and the Attorney General of the State of Alaska or his designee that Purchaser is liable to Seller for a sum equal to the amount of such draft, and that that sum is due and payable in full and has not been timely paid. In the event that Seller should have reasonable grounds for asserting any claims against Purchaser

under this Agreement and does assert those claims in an aggregate amount in excess of the aggregate principal face amount of the letter of credit then in effect, Purchaser shall upon Seller's request (whether or not Purchaser may deny, reject or otherwise resist such claims) cause the principal face amount of the letter of credit to be increased by an amount equal to the excess. The principal face amount of the letter of credit shall also be automatically increased by Purchaser without request from Seller whenever the face amount is less than the expected Purchase Price of sixty (60) days of Oil tendered under this Agreement, to an amount equal to the expected Purchase Price of sixty (60) days of Oil tendered. The principal face amount of the letter of credit may be decreased by Purchaser upon approval of Seller (which approval will not be unreasonably withheld) if the face amount is more than the expected Purchase Price of sixty (60) days of Royalty Oil tendered under this Agreement, to an amount equal to the expected Purchase Price of sixty (60) days of Royalty Oil tendered. The Commissioner may accept such other or additional security as she, in her sole discretion, considers adequate to protect Seller.

ARTICLE XVI

PREFERENTIAL HIRING AND NON-DISCRIMINATION

Purchaser agrees to hire and employ Alaska residents and Alaska companies to the extent they are available, willing and qualified for all work performed in Alaska that is performed under or in connection with this agreement. As used in this agreement "Alaska resident" means an individual who has resided in the State for one year at the time of hiring or employment and "Alaska companies" means those companies who are incorporated in the State of Alaska or whose principal place of business is in Alaska.

If this provision is determined to be unconstitutional by a court of competent jurisdiction, then Purchaser agrees to hire and employ Alaska residents and Alaska companies to the extent such preferential hiring is determined to be constitutional.

ARTICLE XVII
APPLICABLE LAW

17.1 Alaska Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, excluding any conflict-of-law rule or principle which might refer such construction to the laws of another state or country.

17.2 Submission to Jurisdiction. Any legal action or proceeding arising out of or relating to this Agreement or for the enforcement of the covenants or obligation of either party must be instituted in a State court of general jurisdiction sitting in the State of Alaska, and Purchaser hereby irrevocably submits to the jurisdiction of that court in any such action or proceeding.

ARTICLE XVIII
WARRANTIES

The purchase and sale of Royalty Oil under this Agreement is subject only to the warranties of Seller expressly set forth in this Agreement and Seller disclaims and Purchaser waives all other warranties, expressed or implied in law, whatsoever.

ARTICLE XIX
AMENDMENT

This Agreement may be supplemented, amended or modified at any time, but only by written instrument duly executed by the parties to this Agreement. Any material amendment to the contract which appreciably reduces the consideration received by the State requires prior approval of the Legislature of the State of Alaska.

ARTICLE XX
SUCCESSORS AND ASSIGNS

No assignment, pledge or encumbrance of this Agreement shall be made by either party without first obtaining the written consent of the other party. The Commissioner may grant such consent on behalf of the Seller. The Commissioner shall have sole and complete discretion in granting or denying a proposed assignment, pledge or encumbrance. Subject to the above requirements in this Article, this Agreement will be binding upon and inure to the benefit of each of the parties and its successors and permitted assignees. In addition, if Purchaser gains or acquires a controlling interest in an entity which has an agreement with Seller for the sale of Royalty Oil ("Other Agreement"), then Seller, at its option and on one year's notice, may require Purchaser to terminate either this Agreement or the Other Agreement. The choice of which Agreement to terminate will be Purchaser's. Purchaser may request that Seller waive this option in advance of Purchaser gaining a controlling interest in an entity which has an agreement with Seller for the sale of Royalty Oil. The Commissioner has sole and complete discretion in granting or denying the requested waiver.

ARTICLE XXI
HEADINGS

Headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

ARTICLE XXII
RECORDS

22.1 Preservation of Records. Purchaser will preserve and maintain all books, accounts, and records relating to or arising out of the performance of this Agreement, including but not limited to the purchase or sale of Royalty Oil and its refined products, for a period of six (6) years. Purchaser will also maintain and preserve all similar books, accounts, and records of which

it has possession belonging to those third parties with whom it contracts for the performance of various parts of this Agreement. Neither Purchaser nor Seller shall be required to retain any records for more than six (6) years unless retention of such records is specifically required by applicable law or regulation. Purchaser shall either maintain its records within the State of Alaska or make such records available to Seller at Purchaser's principal office in the State of Alaska within thirty (30) days after written request by Seller.

22.2 Inspection of Records of Parties. Purchaser and Seller will accord to each other and to their authorized agents, attorneys, and auditors during reasonable business hours access to any and all property, records, books, documents, and indexes directly relating to Purchaser's or Seller's performance of this Agreement and which are under the control of the party from which access is desired so that the other party may inspect, photograph and make copies of that property, records, books, documents and indexes. In no event, however, shall Seller be required to disclose any information, data, or records which are required to be held confidential by state law or regulation. If the information obtained by Seller may be held confidential under state or federal law or regulation, Purchaser may request that that information be held confidential by Seller.

ARTICLE XXIII
INTERPRETATION OF TERMS AND CONDITIONS

In the event that there is a disagreement about the meaning or application of a word, term, or condition in this Agreement, Purchaser will present the arguments supporting its view in writing to the Commissioner for her consideration. The Commissioner will subsequently, within a reasonable time, issue a finding on the meaning or application of the disputed word, term, or condition, setting forth the basis for her conclusions. Purchaser agrees to accept findings by the Commissioner under this Article as long as there is substantial evidence supporting the Commissioner's findings. None of the above shall empower the Commissioner to set the price of the Oil should such price become subject to renegotiation pursuant to Section 2.3.

DATED this 8th day of February 1985.

SELLER: THE STATE OF ALASKA

Commissioner,
Department of Natural Resources

PURCHASER: GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.

By _____
Michael P. Kelly
General Manager