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May 15, 2025

Regulatory Commission of Alaska
701 West Eighth Avenue, Suite 300
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Subject: Tariff Advice Letter 355-4 Annual Revision to GCA

Dear Commissioners:

The tariff filing described below is transmitted to you for filing in compliance with the Alaska Public Utilities Regulatory Act and Sections 3 AAC 48.200 – 3 AAC 48.430 of the Alaska Administrative Code:

Tariff Sheet Number	Revision	Cancels Sheet Number	Revision	Schedule or Rule Number
287	Second	287	First	Determination of Gas Cost Adjustment

Introduction and Request for Waiver

ENSTAR Natural Gas Company, LLC ("ENSTAR") proposes to revise its Gas Cost Adjustment ("GCA") effective July 1, 2025 to June 30, 2026 ("GCA Period" or "2025-2026").[1] This filing is the annual revision of the GCA as provided for in Section 708d(1) of ENSTAR's Tariff.[2]

ENSTAR proposes to revise its GCA effective with the first billing cycle of July 2025. Placing this revision into effect will increase ENSTAR's current GCA by $1.04 per Mcf (from $9.0716 to $10.1091 per Mcf).[3] This GCA reflects ENSTAR's estimated cost of gas for the latter six months of 2025 and the first six months of 2026, and is applied to all gas sales customers served under ENSTAR's Tariff.[4] ENSTAR plans to meet its customers' GCA Period demand using a

[1] Alaska Pipeline Company ("APC"), not ENSTAR, is the party to all of the Gas Sale Agreements ("GSA"). The Commission regulates APC and ENSTAR as a single entity.

[2] Capitalized terms used but not defined herein have the meanings provided in ENSTAR's Tariff or in the respective GSA.

[3] Mcf is one thousand cubic feet. MMcf is 1,000 Mcf or 1 million cubic feet. Bcf is 1,000,000 Mcf or 1 billion cubic feet. Ccf is one hundred cubic feet.

[4] ENSTAR had 155,042 Gas Sales Customers as of March 31, 2025.

combination of base supply GSAs, short-term supply agreements, and storage withdrawals. During the GCA Period, ENSTAR plans to continue seeking more gas supply volumes on the market.

ENSTAR requests a waiver of the 3 AAC 52.506(g)(1), (2), (5) and (7) requirements to provide historical supporting information with this GCA filing as that information has already been submitted to the Commission.[5]

Summary of Significant Changes

The 2024-2025 Weighted Average Cost of Gas ("WACOG") was $9.0716 per Mcf. For the reasons illustrated below, the WACOG will increase by approximately $1.04 in the GCA Period, to $10.1091 per Mcf. The primary reasons for this increase are as follows:

- **Increased purchases of higher priced gas in the Cook Inlet**. The increase is due to the limited nature of gas production and availability of gas supply in the Cook Inlet. The Cook Inlet Gas Supply Phase I Assessment[6] presented to the Commission on June 28, 2023, signaled that additional demand for local gas would likely come at a higher price. Over the last two years, Furie Operating Alaska, LLC ("Furie") was the only producer willing to increase its production and offer ENSTAR additional gas. ENSTAR anticipates an increased reliance on higher priced gas from Furie Operating Alaska, LLC ("Furie") in the GCA period. The anticipated gas purchase increases by 2.8 Bcf and results in an approximate $41.1 million increase in gas cost over the 2024-2025 GCA period.[7]

- **Un-forecasted impacts to ENSTAR's Gas Cost Balancing Account**. A combination of higher than anticipated gas purchase costs and additional gas storage costs contributed to the balance. During the 2024-2025 GCA period, to close its remaining gas supply gap, ENSTAR purchased incremental interruptible gas under its gas supply agreement with Furie for $12.88 per Mcf. These additional gas purchases were not included in the 2024-2025 GCA period. Additionally, once the Commission approved inception rates for an additional gas storage service provided by Cook Inlet Natural Gas Storage, LLC ("CINGSA") on December 6, 2024, ENSTAR started utilizing the new service effective December 16, 2024.[8]

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[5] As required by Section 708g of its Tariff, ENSTAR files a report on the status of the Gas Cost Balance Account ("GCBA") 15 days after the end of each calendar year quarter which includes the historical supporting information required by 3 AAC 52.506(g).

[6] Phase I Assessment: Cook Inlet Gas Supply Project prepared by Berkeley Research Group and Railbelt Utilities.

[7] Furie Operating Alaska gas cost purchase of $57,282,000 (on attached Tariff Sheet 287 Second Revision) compared to $16,143,000 (on Tariff Sheet 287 First Revision approved by LO #2400199 in TA345-4).

[8] Order U-24-039(1), *Order Finding Notice To Be Sufficient, Suspending TA58-733, Approving Inception Rates On An Interim And Refundable Basis And Requiring Filing, Waiving Statutory Notice Period, Approving Tariff Sheets, Designating Party, Inviting Participation By The Attorney General And Intervention, Scheduling Prehearing*

> The additional storage fees of approximately $850,000 per month were not included in the 2024-2025 GCA period. As of March 2025, the combined effect of these un-forecasted events resulted in a $13.3 million under-collected balance in ENSTAR's Gas Cost Balancing Account.

ENSTAR estimates that all Gas Sales Customer categories (G1 through G4) will see an annualized 9.7% increase compared to the 2024-2025 GCA period. An average G1 Customer will see an increase of approximately $12.02 on an average monthly bill.

Details on the changes in volume and gas cost are provided contract-by-contract below.

Approved Base Supply Contracts

Vision Resources Contract

The Amendment to the GSA between Vision Resources, LLC ("Vision") and APC, ("Amended Vision GSA") approved in LO# L2300180 dated June 2, 2023, provides for annual price and volume changes effective each April 1. The amendment reflects decreased volume commitments by the producer due to production challenges caused by uncertainties and shutdowns for maintenance. The changes for each Year are set out in Section 2 and 4, respectively, of the Amended Vision GSA.

On May 1, 2025, Hilcorp Alaska, LLC ("Hilcorp") acquired Vision Resources. As part of this acquisition, the contract signed with APC was assigned to Hilcorp and will remain in effect for the remainder of its term. "Vision" or "Vision GSA" as used herein shall reflect the terms of the Amended Vision GSA; however, the producer of volumes under the GSA is now Hilcorp.

The estimated Gas cost under the Vision GSA for the GCA Period is calculated as follows:

Vision Contract

	Jul 25 - Mar 26	Apr 26 - Jun 26	Total
Volumes (Mcf)	304,000	84,000	388,000
Price ($/Mcf)	$ 7.6000	$ 7.6800	
Total Cost	$ 2,310,000	$ 646,000	$ 2,956,000
Weighted Cost ($/Mcf)			$ 7.6174
Estimated Purchases (Mcf) - July 1, 2025 to June 30, 2026			388,000
Estimated Cost of Gas - July 1, 2025 to June 30, 2026			$ 2,956,000

Conference, Addressing Timeline For Decision, Designating Commission Panel, And Appointing Administrative Law Judge, December 6, 2024.

Hilcorp APL-14 Contract

Firm Gas, Daily Call Option Gas, and Needle Peak Call Option Gas purchased under the Amended and Restated APL-14 Gas Sale and Purchase Agreement have a Base Price of $8.10 per Mcf in the sixth Contract Year.[9] This sales price is subject to an annual adjustment ranging between negative 1% and positive 1.5% each Contract Year based on the performance of three defined price indexes published by the U.S. Bureau of Labor Statistics. Because the GCA Period extends over two Contract Years, ENSTAR had to estimate the gas price under the GSA for the period from April 1 - June 30, 2026. ENSTAR used a conservative estimate of a 1.5% increase in gas cost due to the ongoing uncertainty in current markets caused by inflation. Assuming this maximum price increase, the gas price in the 2026-2027 contract year would be $8.22 per Mcf.

To secure additional firm gas to meet its customer demand, ENSTAR has exercised the Turn-Up option for Contract Years 6 and 7 covering a period of April 1, 2025 through March 31, 2027. This option allows ENSTAR to increase the volume of firm gas by 3 Bcf for each impacted Contract Year from 25 Bcf to 28 Bcf.

The APL-14 contract has a Needle Peak Reservation Fee of $4 million per contract year, if ENSTAR exercises the Needle Peak Call Option. ENSTAR provided Formal Notice to exercise the Needle Peak Call Option under its Hilcorp APL-14 GSA, Section 2.3(C), for the 2025-2026 contract year. The Needle Peak Call Option is also included for the April 1 - June 30, 2026 period, as it is anticipated that such gas will be needed during the following year to cover peak demand. ENSTAR previously exercised a Turn-Up Option, which adjusted the Needle Peak Rate in order to not exceed APL-14's Maximum Deliverability Rate. The Adjusted Needle Peak Reservation Fee is $2.356 million for the full GCA Period as ENSTAR has already exercised a Turn-Up Option for the following contract year, 2025-2026. For the purpose of this GCA filing, ENSTAR has assumed the following System Supply purchases under the APL-14: Firm Gas purchases of 25.827 Bcf, 2.643 Bcf of Daily Call Option Gas, and 0.214 Bcf of Needle Peak Call Option Gas. ENSTAR estimates these volumes will be required to meet Customer demand under average weather conditions.

The estimated gas cost under the APL-14 contract for the GCA Period is calculated as follows:

[9] Tariff Sheet 287 Second Revision shows the price per Mcf as $8.5288. This amount includes the $2.356 million Adjusted Needle Peak Reservation Fee and a reimbursed transportation amount of $9.437 million.

APL-14 Hilcorp Contract

	Jul 25 - Mar 26	Apr 26 - Jun 26	Needle Peak Reservation Fee	Total
Volumes (Mcf)	24,453,000	4,231,000		28,684,000
Average Price ($/Mcf)	$ 8.1000	$ 8.2200		
Total Cost	$ 198,069,000	$ 34,779,000	$ 2,356,200	$ 235,204,200
Weighted Cost ($/Mcf)				$ 8.1998
Estimated Transportation Reimbursement				$ 0.3290
Cost of Gas - July 1, 2025 to June 30, 2026 ($/Mcf)				$ 8.5288
Estimated Purchases (Mcf) - July 1, 2025 to June 30, 2026				28,684,000
Estimated Cost of Gas - July 1, 2025 to June 30, 2026				$ 244,640,000

Hilcorp APL-14 Transportation Reimbursement Calculation

Kenai Beluga Pipeline ("KBPL") transport charges will be applied to 73.36% of the System Supply volumes ENSTAR anticipates purchasing from July 2025 through June 2026. ENSTAR is not charged for KBPL Lost and Unaccounted For ("LAUF") Gas and Fuel per the APL-14 GSA. Based on the current KBPL rates, total estimated transportation costs are approximately $9,437,000, or $0.3290 per Mcf, as calculated below.

Total Hilcorp Contract Volumes (Mcf) Charged to System Supply April 2024-March 2025	30,132,060
APL-14 System Supply Volumes (Mcf) Charged to KBPL Transportation April 2024-March 2025	22,103,648
Percentage Applied for KBPL Transport (22,103,648/30,132,060)	73.36%
Estimated APL-14 System Supply Volumes (Mcf) Purchased July 2025-June 2026	28,684,000
Multiplied by KBPL Transport Percentage Above	73.36%
Total Estimated System Supply Volumes (Mcf) Charged KBPL Transportation	21,041,000
KBPL Rate of $0.4463 per Mcf plus RCC at 0.492% ($0.4463 * 1.00492)	$ 0.4485
Total Estimated APL-14 Transport Cost on KBPL July 2025-June 2026	$ 9,437,000
Total Estimated KBPL Transport Cost per Mcf ($9,437,000/28,684,000)	$ 0.3290

Furie Operating Alaska, LLC Contract

The Fifth Amendment required that Furie evaluate the outcomes of Summer 2023 well work program and determine the Annual Contract Quantity and Firm Daily Contract Quantities available for sale to ENSTAR for Contract Year 8 (April 1, 2025, through March 31, 2026) by December 10, 2023. At that time, it was concluded that Furie would be unable to supply firm gas for Contract Year 8. After performing additional well maintenance in December of 2023, Furie was able to offer new gas on an interruptible basis by increasing the acceleration of production from existing reserves. During December 20, 2023 through March 31, 2024, Furie agreed to sell to ENSTAR all available gas in excess of 10,000 Mcf per Day at $12.50 per Mcf and during April 1, 2024 through December 31, 2024, all available gas in excess of 8,500 Mcf per Day at $12.88 per Mcf. After the successful completion of its drilling program in November 2024, Furie agreed to sell to ENSTAR additional discretionary gas by executing a new Discretionary Gas Sales form ("DGS") #36 under the Furie GSA. Under the DGS #36, ENSTAR is able to purchase up to 14,000

Mcf per Day during January 1, 2025 through December 31, 2025 at $12.95 per Mcf. In April 2025, Furie provided a status update on its multi-year development program within the Kitchen Lights Unit production field ("KLU"). In its update, Furie indicated that contingent on the successful completion of two new wells, Furie will be able to maintain the same level of daily gas deliveries throughout the end of 2025 and offer additional volume starting in July once the 2025 development program is completed.

On December 31, 2024, ENSTAR filed the Sixth Amendment to the GSA between Furie and APC ("Sixth Amendment") which was subsequently approved in LO# L2500019 dated February 26, 2025. The Sixth Amendment will provide approximately 32 Bcf of firm gas in the Contract Years 9-13 (April 1, 2026 through March 31, 2031). To meet its obligations under the Sixth Amendment, Furie committed to a multi-year development program, drilling several new wells and reworking the existing wells within the KLU. This commitment comes with significant execution and performance risk and the delivery of this volume is contingent on the actual drilling and production program. Additionally, on February 5, 2025, Furie communicated to ENSTAR that it received approval of its September 2024 Royalty Relief Application. With this approval, starting on April 1, 2026, the gas price for Contract Year 9 is set at $12.30 per Mcf as outlined in Section 4.a.i. of the Sixth Amendment.

For the purpose of this GCA filing, ENSTAR has assumed the following System Supply purchases under the interruptible GSA and Amended Furie GSA: Firm Gas purchases of 0.622 Bcf and 3.863 Bcf of Discretionary Gas.

The estimated gas cost under the Furie GSA for the GCA Period is calculated as follows:

Furie Contract

	Jul 25 - Mar 26	Apr 26 - Jun 26	Total
Volumes (Mcf)	3,256,000	1,229,000.00	4,485,000
Average Price ($/Mcf)	$ 12.9500	$ 12.3000	
Total Cost	$ 42,165,000	$ 15,117,000	$ 57,282,000
Cost of Gas - July 1, 2025 to June 30, 2026 ($/Mcf)			$ 12.7720
Estimated Purchases (Mcf) - July 1, 2025 to June 30, 2026			4,485,000
Estimated Cost of Gas - July 1, 2025 to June 30, 2026			$ 57,282,000

Current Average Cost of System Base Gas Supply

ENSTAR's calculation of its 2025-2026 GCA Current Average Cost of System Base Gas Supply as shown on the proposed Second Revision of Sheet 287 (Line (1)(e)) is summarized below:

Total 2025-2026 Cost of Approved Base Gas Supply Contracts	$304,878,000
Total 2025-2026 Base Gas Supply Estimated Purchases (Mcf)	33,557,000
2025-2026 Current Average Cost of System Base Gas Supply	$9.0854

Gas Withdrawn from Storage

The estimated cost of Gas Withdrawn from Storage has increased by $0.1258 per Mcf over the previous year (from $8.5376 per Mcf to $8.6633 per Mcf).[10] ENSTAR calculates the cost of Gas Withdrawn from Storage using an average unit cost method, calculated at the end of each month prior to the month the gas is withdrawn from storage, plus withdrawal fees.[11]

ENSTAR estimates the cost of Gas Withdrawn from Storage for the GCA Period as follows:

Estimated Cost of Gas – Withdrawals July 1, 2025 – June 30, 2026 ($/Mcf)	$ 8.6633
Estimated Gas Withdrawn From Storage (Mcf) July 1, 2025 – June 30, 2026	4,105,000
Estimated Cost of Withdrawn Gas July 1, 2025 – June 30, 2026	$35,563,000

Storage Reservation and Capacity Fees

ENSTAR receives firm storage service and interruptible storage service from CINGSA and incurs storage-related costs including Reservation fees, Capacity fees, and Well Maintenance Surcharges, if and when applicable. In addition to ENSTAR's Initial firm service contract, ENSTAR and CINGSA entered a 2023 Expansion Firm Storage Service Agreement on December 18, 2023.[12] On December 11, 2024, CINGSA notified ENSTAR that the expansion storage facility was commercially available starting on December 16, 2024. The additional Reservation and Capacity fees related to expansion firm storage are also included in the calculated storage fees. Additionally, the Letter Agreement extending the terms of the Special contract and Service

[10] Gas Withdrawn from Storage of $8.6633/Mcf (on attached Tariff Sheet 287 Second Revision) compared to $8.5376 (on Tariff Sheet 287 First Revision approved by LO #2400199 in TA345-4).

[11] Cost of Gas Withdrawn from Storage calculated based on ENSTAR's Tariff section 708c(1)(c).

[12] Approved by LO# L2300415 in TA 55-733 Compliance Filing.

Agreement ("Special Contract") and First Amendment to the Special Contract between ENSTAR and Homer Electric Association, Inc/Alaska Electric and Energy Cooperative, Inc. ("HEA") assign HEA's rights under the FSS Agreement with CINGSA to ENSTAR for the extension period beginning April 1, 2025 through March 31, 2031.[13] These fees and surcharges have been calculated using the current rates in CINGSA's Tariff.[14] The total fees and surcharges have been reduced by the non-firm revenue credits as set out in CINGSA's Tariff Section 37. The actual, Non-firm Revenue Credits received for production periods April 2025 - March 2026 have been used for estimating the reduction to fees associated with storage service.

Storage Reservation and Capacity Fee Calculation

	Volumes (Mcf)	Storage Rates/Mcf	RCC Rate	Fee Calculations	Total Fees
Reservations and Capacity Fees:					
ENSTAR FSS Reservation Fee	109,000	$ 5.0288		$ 548,139	
ENSTAR FSS Capacity Fee	8,900,000	$ 0.0686		$ 610,540	
Expansion FSS Reservation Fee	65,000	$ 6.2699		$ 407,544	
Expansion FSS Capacity Fee	2,000,000	$ 0.2038		$ 407,600	
Monthly Reservation and Capacity Fees				$ 1,973,823	
Months per Year				12	
Annual Reservation and Capacity Fees				$ 23,685,876	
RCC Fees			1.0740%	$ 254,386	
Total Reservation and Capacity Fees					$ 23,940,000
Well Maintenance Surcharge Fees:					
ENSTAR FSS Surcharge Applied to CWQ	109,000	$ 0.3093		$ 33,714	
ENSTAR FSS Surcharge Applied to MSQ	8,900,000	$ 0.0042		$ 37,380	
Monthly Surcharge Fees				$ 71,094	
Months per Year				12	
Annual Surcharge Fees				$ 853,128	
RCC Fees			1.0740%	$ 9,163	
Total Well Maintenance Surcharge Fees					$ 862,000
Non-Firm Revenue Credits:					
Actual Non-Firm Revenue Credits Received for Production Periods April 2024-March 2025				$ (144,891)	
RCC Fees			1.0740%	$ (1,556)	
Total Non-Firm Revenue Credits					$ (146,000)
Total Storage Reservation and Capacity Fee					**$ 24,656,000**

Transportation Fees

Tariff Section 2301 (Sheet 287), "Determination of Gas Cost Adjustment," identifies the cost to transport System Supply gas when ENSTAR ships on KBPL.[15] Most of ENSTAR's GSAs

[13] Approved by LO# L2500041 in TA348-4.

[14] CINGSA's Tariff Sections 35 and 38.

[15] Where ENSTAR is required to reimburse the Seller of the Gas for transportation costs, such as the reimbursement under the APL-14 contract for gas delivered from KBPL, the reimbursed transportation costs are included in the overall estimated cost of purchased gas for that contract.

require it to pay for transportation on most of the purchased gas it transports on KBPL.[16] All volumes shipped on KBPL are under the current postage stamp rate of $0.4463 per Mcf plus the current RCC percentage of 0.492%. All storage withdrawals have been removed from the transportation volumes subject to the KBPL rate. KBPL transport charges will be applied to 99.78% of the System Supply volumes purchased from July 2025 through June 2026 excluding volumes purchased under the APL-14 contract. The 99.78% is based on the total contract purchases allocated to System Supply and charged transportation during the period of April 2024 through March 2025 for which ENSTAR was the shipper of the gas. Total estimated System Supply volumes to be shipped directly by ENSTAR on KBPL for the GCA Period are 4,862,392 Mcf less KBPL LAUF and Fuel volumes of 10,699 Mcf, resulting in an estimated $2,176,000 in transportation charges as shown below.

Calculated Transportation Volumes for APC as Shipper on KBPL

Total Contract Volumes (Mcf) Charged to System Supply April 2024-March 2025 (APC as Shipper)	3,466,400
System Supply Volumes (Mcf) Received on KBPL April 2024-March 2025	3,458,619
Percentage Applied for KBPL Transport (3,458,619/3,466,400)	99.78%
Estimated System Supply Volumes (Mcf) Purchased July 2025-June 2026	4,873,334
Multiplied by KBPL Transport Percentage Above	99.78%
Total Estimated System Supply Volumes (Mcf) Transported on KBPL before LAUF and Fuel	4,862,392

The KBPL transportation costs, along with LAUF and Fuel, are broken out by contract as follows:

Calculated Transportation By Contract

GSA	Estimated KBPL Transport Volumes for System Supply (Mcf)	KBPL Fuel and LAUF %[A]	Total KBPL Fuel and LAUF Volumes (Mcf)[B]	Estimated Volumes Delivered from KBPL (Mcf)[C]	Current KBPL Tariff Rate Plus RCC[D]	Estimated Transportation Cost[E]
Vision Resources	387,593	0.2200%	854	386,739	$ 0.4485	$ 173,000
Furie Operating Alaska	4,474,799	0.2200%	9,845	4,464,954	$ 0.4485	$ 2,003,000
Total	4,862,392		10,699	4,851,693		$ 2,176,000

[A] Current KBPL Fuel and LAUF combined percentage 0.22%. The LAUF rate is 0.16% and the Fuel rate is 0.06%, for a total of 0.22% (see KBPL Tariff Sheet 82.1).

[B] Estimated KBPL Transport Volumes for System Supply (Mcf) multiplied by the current KBPL Fuel and LAUF percentage.

[C] Estimated KBPL Transport Volumes for System Supply (Mcf) less Total KBPL Fuel and LAUF Volumes (Mcf).

[D] Current KBPL Tariff Rate of $0.4463 multiplied by 1 plus the current KBPL RCC Rate of 0.492%.

[E] Estimated Volumes Delivered from KBPL (Mcf) multiplied by the Current KBPL Tariff Rate Plus RCC.

[16] Currently, APC will be the shipper on KBPL of gas purchased under the Vision and Furie GSAs when the gas is delivered by the Sellers to APC at a delivery point on KBPL as defined in the GSA, thus making APC responsible for the KBPL LAUF/Fuel retention as gas in kind.

ENSTAR's 2025-2026 Gas Supply Forecast

ENSTAR's current gas supply forecast for the GCA Period is provided below:

Volumes (Bcf)	2nd Half of 2025	1st Half of 2026	Total
Vision Resources	0.199	0.189	0.388
Hilcorp APL-14 Firm	11.705	14.122	25.827
Hilcorp APL-14 Call	1.653	0.990	2.643
Hilcorp APL-14 Needle Peak	-	0.214	0.214
Furie Operating Alaska	2.094	2.391	4.485
BlueCrest Interruptible (Short Term Supply Contract)	-	-	-
Gas Withdrawn From Storage	1.559	2.546	4.105
Total Volume	17.210	20.452	37.662

Gas Cost Balance Account

ENSTAR's Tariff (Section 708d) provides that the actual quarter-end balance of the GCBA for the quarter ending three months preceding the effective date will be used in the determination of the GCA. On March 31, 2025, the GCBA reflected an under-collection of $13,344,807.[17]

Addressing Cross Subsidization in Compliance with Letter Order L2500041

In LO# L2500041, the Commission ordered ENSTAR to "address any cross subsidization and quantify the amounts of cross subsidization" resulting from the inclusion of HEA as a Gas Sales Customer. ENSTAR is providing two GCA packets that demonstrate two different scenarios with this filing. The packet, "2025-2026 GCA Worksheet with HEA," includes HEA's gas sales volumes and increased gas purchases under the Furie GSA to provide the requested gas sales service. The packet also includes ENSTAR's utilization of HEA's CINGSA's storage service and associated fees and additional gas purchases from Furie in the GCA calculation. The packet, "2025-2026 GCA Worksheet without HEA," removes HEA as a Gas Sales Customer. In the latter, ENSTAR removed HEA's gas sales volumes from the forecasted demand and reduces its discretionary gas purchases under the Furie GSA. ENSTAR did not reduce purchases by the full HEA forecasted gas demand because the additional gas is necessary to fill ENSTAR's gas storage in CINGSA in order to maintain adequate levels of gas storage inventory for the upcoming heating season. To quantify the removal of HEA, ENSTAR removes approximately 1.17 Bcf of gas purchases or $15.2 million using the $12.95 Furie discretionary gas price. With the removal, the

[17] The supporting documentation for the activity in the GCBA for the quarter ended March 31, 2025 was filed on April 15, 2025 and supplemental documentation was filed on April 30, 2025.

GCA Period is calculated as $10.1111, which is slightly higher than the $10.1091 when including HEA.

Customer Notification

ENSTAR's June bill insert will discuss the dollar amount of the gas cost presented in this filing. ENSTAR will print a message on all of its July bills for gas sales service reflecting that the commodity cost is $1.01091 per Ccf. In addition, ENSTAR's website will be updated with information concerning the change in gas cost, as well as an electronic reproduction of this tariff advice letter.

Pursuant to Order U-75-068(10) and its Tariff, ENSTAR is allowed to place the new gas cost adjustment in effect immediately, pending subsequent Commission review. However, ENSTAR is filing this change now to allow the Commission and its staff time to review the filing prior to its implementation date of July 1, 2025. The new GCA will be applied to all bills beginning with the first billing cycle in July 2025.

As noted above, ENSTAR requests a waiver of the 3 AAC 52.506(g)(1), (2), (5) and (7) requirement to submit historical supporting information with this GCA filing as the information has already been provided.

Sincerely,

ENSTAR Natural Gas Company, LLC

Chelsea Guintu

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Enclosures:

- Attachment A – 2025-2026 GCA Worksheet with HEA
- Attachment B – 2025-2026 GCA Worksheet without HEA
- Formal Notice Requesting Needle Peak Option for 2025-2026
- Formal Notice Requesting Turn-up Option Gas for 2026-2027
- Contract Year 6 Sales Price for Gas Sales Agreement between Hilcorp and APC (APL-14 Amended and Restated)
- Contract Year 8 Sales Price for Gas Sales Agreement between Furie and APC
- Furie Discretionary Gas Confirmation
- Assignment of Vision GSA to Hilcorp
- Non-Firm Revenue Credit Comparison
- Second Revision of Tariff Sheet 287

ENSTAR Natural Gas Company
Alaska Pipeline Company
Gas Cost Adjustment Calculation with HEA
2025-2026

	Calculated	Average Forecast Price	Net Taxes	Reimbursed Transportation	Estimated Unit Cost	Estimated Purchases Mcf	Total Cost
Approved Base Supply Contracts:							
Vision Resources	$ 7.6174	7.6174			$ 7.6174	388,000	$ 2,956,000
Hilcorp APL-14*	$ 8.1998	8.1998		0.3290	$ 8.5288	28,684,000	244,640,000
Furie Operating Alaska	$ 12.7720	12.7720			$ 12.7720	4,485,000	57,282,000
System Base Gas Supply					$ 9.0854	33,557,000	$ 304,878,000
Additional Gas Supply:							
Short Term Supply Contracts	$ -	-			$ -	-	-
Undetermined Supply	$ -	-			$ -	-	-
Gas Withdrawn From Storage					$ 8.6633	4,105,000	35,563,000
Storage Reservation & Capacity Fees							24,656,000
Transportation Fees					-	-	2,176,000
Total Current Cost of System Gas Supply					$ 9.7518	37,662,000	$ 367,273,000
Balance of Gas Cost Balance Account - 3/31/25 ((over) or under-collected)							$ 13,344,807
Other Adjustments							
Total							$ 380,617,807
Mcf Sales							37,651,000
Weighted Average Unit Cost of Gas and Gas Cost Adjustment							**$ 10.1091**
WACOG as filed in TA345-4 (July 24 - June 25)							$ 9.0716
Change							1.0375
% Change							11.4%

*** Price per Mcf includes the $2.4 million Needle Peak Reservation Fee**

	Schedule G1		Schedule G2		Schedule G3		Schedule G4	
Comparison of Current Rates	**Current Rate**	**2025-2026 GCA**	**Current Rate**	**2025-2026 GCA**	**Current Rate**	**2025-2026 GCA**	**Current Rate**	**2025-2026 GCA**
Base Rate	$ 1.4982	$ 1.4982	$ 0.9602	$ 0.9602	$ 0.9449	$ 0.9449	$ 0.6581	$ 0.6581
GCA	$ 9.0716	$ 10.1091	$ 9.0716	$ 10.1091	$ 9.0716	$ 10.1091	$ 9.0716	$ 10.1091
Per Mcf Cost	$ 10.5698	$ 11.6073	$ 10.0318	$ 11.0693	$ 10.0165	$ 11.0540	$ 9.7297	$ 10.7672
Average Consumption	139	139	361	361	1,144	1,144	7,329	7,329
	1,469.20	1,613.41	3,621.48	3,996.02	11,458.88	12,645.78	71,308.97	$ 78,912.81
Customer charge	$ 16.25	$ 16.25	$ 35.50	$ 35.50	$ 112.00	$ 112.00	$ 538.00	$ 538.00
Annualized	$ 195.00	$ 195.00	$ 426.00	$ 426.00	$ 1,344.00	$ 1,344.00	$ 6,456.00	$ 6,456.00
Annual Bill	$ 1,664.20	$ 1,808.41	$ 4,047.48	$ 4,422.02	$ 12,802.88	$ 13,989.78	$ 77,764.97	$ 85,368.81
$ Increase (Decrease)	$ 144.21	$ 12.02	$ 374.54	$ 31.21	$ 1,186.90	$ 98.91	$ 7,603.84	$ 633.65
% Increase (Decrease)	8.7%		9.3%		9.3%		9.8%	
Gas Sales Service Customers 3/31/2025	144,150		6,062		3,812		1,018	
Estimated Annual Revenues	$ 239,895,000	$ 260,683,000	$ 24,536,000	$ 26,806,000	$ 48,805,000	$ 53,329,000	$ 79,165,000	$ 86,905,000

2025-2026 Purchase Price/Rate Per Mcf:	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Vision Resources	$ 7.6000	$ 7.6000	$ 7.6000	$ 7.6000	$ 7.6000	$ 7.6000	$ 7.6000	$ 7.6000	$ 7.6000	$ 7.6800	$ 7.6800	$ 7.6800
Hilcorp APL-14 - Firm	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.2200	$ 8.2200	$ 8.2200
Hilcorp APL-14 - Call	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.2200	$ 8.2200	$ 8.2200
Hilcorp APL-14 - Needle Peak	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.2200	$ 8.2200	$ 8.2200
Hilcorp APL-14 - Discretionary	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.2200	$ 8.2200	$ 8.2200
Reimbursed Transport	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290
BlueCrest - Interruptible	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Furie Operating Alaska - Firm	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.30	$ 12.30	$ 12.30
Furie Operating Alaska - Discretionary	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.30	$ 12.30	$ 12.30
Undetermined Supply Estimated Pricing							$ -	$ -	$ -			
Hilcorp APL-14 - HEA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
KBPL - Transport Rate	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463
KBPL - Transport RCC Rate	0.492%	0.492%	0.492%	0.492%	0.492%	0.492%	0.492%	0.492%	0.492%	0.492%	0.492%	0.492%
KBPL - Fuel and LAUF Rate Combined	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%

2025-2026		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Storage-Related Fees:														
Reservation Rate		$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288
Capacity Rate		$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686
FSS Surcharge Rate Applied to CWQ (CLUS-5 WM)		$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093
FSS Surcharge Rate Applied to MSQ (CLUS-5 WM)		$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042
Expansion Reservation Rate		$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699
Expansion Capacity Rate		$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038
CINGSA RCC Rate		1.074%	1.074%	1.074%	1.074%	1.074%	1.074%	1.074%	1.074%	1.074%	1.074%	1.074%	1.074%	1.074%
Expansion CWQ		65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
Expansion MSQ		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
CWQ	109,000	109,000	109,000	109,000	109,000	109,000	109,000	109,000	109,000	109,000	109,000	109,000	109,000	109,000
MSQ	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000
Total FSS MSQ per agreements filed w/ RCA	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000
Expansion Reservation Fee		$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 4,890,528
Expansion Capacity Fee		$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 4,891,200
Reservation Fee		$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 6,577,668
Capacity Fee		$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 7,326,480
RCC		$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 254,388
Total Reservation and Capacity Fees		$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 23,940,264
FSS Surcharge Rate Applied to CWQ (CLUS-3 WM)		$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 404,568
FSS Surcharge Rate Applied to MSQ (CLUS-3 WM)		$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 448,560
RCC		$ 764	$ 764	$ 764	$ 764	$ 764	$ 764	$ 764	$ 764	$ 764	$ 764	$ 764	$ 764	$ 9,168
Total CLUS-3 WM Charges		$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 862,296
Non-Firm Revenue Credits*		$ (15,667)	$ (75)	$ (4,261)	$ (19,704)	$ (14,638)	$ (13,983)	$ (15,221)	$ (12,519)	$ (14,168)	$ (12,055)	$ (11,235)	$ (11,366)	$ (144,891)
RCC		$ (168)	$ (1)	$ (46)	$ (212)	$ (157)	$ (150)	$ (163)	$ (134)	$ (152)	$ (129)	$ (121)	$ (122)	$ (1,556)
Total		$ (15,835)	$ (76)	$ (4,307)	$ (19,915)	$ (14,795)	$ (14,133)	$ (15,384)	$ (12,654)	$ (14,320)	$ (12,184)	$ (11,355)	$ (11,488)	$ (146,447)
Total Storage Fees		**$ 2,051,045**	**$ 2,066,804**	**$ 2,062,573**	**$ 2,046,965**	**$ 2,052,085**	**$ 2,052,747**	**$ 2,051,496**	**$ 2,054,226**	**$ 2,052,560**	**$ 2,054,696**	**$ 2,055,525**	**$ 2,055,392**	**$ 24,656,113**

*Actual credits received for the production periods April 2024 through March 2025. Using the same time frame as with transportation percentage calculations and the balance of the GCA (March 31, 2025

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Injection/Withdrawal Fees-Rate	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587
Fuel Use %		1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.500%
Cost of Gas Withdrawn For Supply		$ -	$ -	$ 551,826	$ 3,999,910	$ 3,427,312	$ 5,404,228	$ 7,792,952	$ 4	$ 6,994,758	$ 7,148,457	$ -	$ -	$ 35,319,447
Withdrawal Fees (includes RCC)		$ -	$ -	$ 3,813	$ 27,637	$ 23,680	$ 37,340	$ 53,844	$ -	$ 48,083	$ 49,140	$ -	$ -	$ 243,537
Cost of Gas Withdrawn for Supply		$ -	$ -	$ 555,639	$ 4,027,547	$ 3,450,992	$ 5,441,568	$ 7,846,796	$ 4	$ 7,042,841	$ 7,197,597	$ -	$ -	$ 35,562,984

ENSTAR Natural Gas Company
Alaska Pipeline Company
Gas Cost Adjustment Calculation without HEA
2025-2026

	Calculated	Average Forecast Price	Net Taxes	Reimbursed Transportation	Estimated Unit Cost	Estimated Purchases Mcf	Total Cost
Approved Base Supply Contracts:							
Vision Resources	$ 7.6163	7.6163			$ 7.6163	364,000	$ 2,772,000
Hilcorp APL-14*	$ 8.2020	8.2020		0.3290	$ 8.5310	27,449,000	234,167,000
Furie Operating Alaska	$ 12.7294	12.7294			$ 12.7294	3,183,000	40,518,000
System Base Gas Supply					$ 8.9514	30,996,000	$ 277,457,000
Additional Gas Supply:							
Short Term Supply Contracts	$ -	-			$ -	-	-
Undetermined Supply	$ -	-			$ -	-	-
Gas Withdrawn From Storage					$ 8.6596	2,562,000	22,186,000
Storage Reservation & Capacity Fees							24,656,000
Transportation Fees					-	-	1,584,000
Total Current Cost of System Gas Supply					$ 9.7110	33,558,000	$ 325,883,000
Balance of Gas Cost Balance Account - 3/31/25 ((over) or under-collected)							$ 13,344,807
Other Adjustments							
Total							$ 339,227,807
Mcf Sales							33,550,000
Weighted Average Unit Cost of Gas and Gas Cost Adjustment							**$ 10.1111**
WACOG as filed in TA345-4 (July 24 - June 25)							$ 9.0716
Change							1.0395
% Change							11.5%

*** Price per Mcf includes the $2.4 million Needle Peak Reservation Fee**

	Schedule G1		Schedule G2		Schedule G3		Schedule G4	
Comparison of Current Rates	**Current Rate**	**2025-2026 GCA**	**Current Rate**	**2025-2026 GCA**	**Current Rate**	**2025-2026 GCA**	**Current Rate**	**2025-2026 GCA**
Base Rate	$ 1.4982	$ 1.4982	$ 0.9602	$ 0.9602	$ 0.9449	$ 0.9449	$ 0.6581	$ 0.6581
GCA	$ 9.0716	$ 10.1111	$ 9.0716	$ 10.1111	$ 9.0716	$ 10.1111	$ 9.0716	$ 10.1111
Per Mcf Cost	$ 10.5698	$ 11.6093	$ 10.0318	$ 11.0713	$ 10.0165	$ 11.0560	$ 9.7297	$ 10.7692
Average Consumption	139	139	361	361	1,144	1,144	7,329	7,329
	1,469.20	1,613.69	3,621.48	3,996.74	11,458.88	12,648.06	71,308.97	$ 78,927.47
Customer charge	$ 16.25	$ 16.25	$ 35.50	$ 35.50	$ 112.00	$ 112.00	$ 538.00	$ 538.00
Annualized	$ 195.00	$ 195.00	$ 426.00	$ 426.00	$ 1,344.00	$ 1,344.00	$ 6,456.00	$ 6,456.00
Annual Bill	$ 1,664.20	$ 1,808.69	$ 4,047.48	$ 4,422.74	$ 12,802.88	$ 13,992.06	$ 77,764.97	$ 85,383.47
$ Increase (Decrease)	$ 144.49	$ 12.04	$ 375.26	$ 31.27	$ 1,189.19	$ 99.10	$ 7,618.50	$ 634.87
% Increase (Decrease)	8.7%		9.3%		9.3%		9.8%	
Gas Sales Service Customers 3/31/2025	144,150		6,062		3,812		1,018	
Estimated Annual Revenues	$ 239,895,000	$ 260,723,000	$ 24,536,000	$ 26,811,000	$ 48,805,000	$ 53,338,000	$ 79,165,000	$ 86,920,000

2025-2026	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Purchase Price/Rate Per Mcf:												
Vision Resources	$ 7.6000	$ 7.6000	$ 7.6000	$ 7.6000	$ 7.6000	$ 7.6000	$ 7.6000	$ 7.6000	$ 7.6000	$ 7.6800	$ 7.6800	$ 7.6800
Hilcorp APL-14 - Firm	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.2200	$ 8.2200	$ 8.2200
Hilcorp APL-14 - Call	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.2200	$ 8.2200	$ 8.2200
Hilcorp APL-14 - Needle Peak	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.2200	$ 8.2200	$ 8.2200
Hilcorp APL-14 - Discretionary	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.1000	$ 8.2200	$ 8.2200	$ 8.2200
Reimbursed Transport	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290	$ 0.3290
BlueCrest - Interruptible	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Furie Operating Alaska - Firm	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.30	$ 12.30	$ 12.30
Furie Operating Alaska - Discretionary	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.95	$ 12.30	$ 12.30	$ 12.30
Undetermined Supply Estimated Pricing							$ -	$ -	$ -			
Hilcorp APL-14 - HEA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
KBPL - Transport Rate	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463	$ 0.4463
KBPL - Transport RCC Rate	0.492%	0.492%	0.492%	0.492%	0.492%	0.492%	0.492%	0.492%	0.492%	0.492%	0.492%	0.492%
KBPL - Fuel and LAUF Rate Combined	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%

2025-2026		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Storage-Related Fees:														
Reservation Rate		$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288	$ 5.0288
Capacity Rate		$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686	$ 0.0686
FSS Surcharge Rate Applied to CWQ (CLUS-5 WM)		$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093	$ 0.3093
FSS Surcharge Rate Applied to MSQ (CLUS-5 WM)		$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042	$ 0.0042
Expansion Reservation Rate		$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699	$ 6.2699
Expansion Capacity Rate		$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038	$ 0.2038
CINGSA RCC Rate		1.074%	1.074%	1.074%	1.074%	1.074%	1.074%	1.074%	1.074%	1.074%	1.074%	1.074%	1.074%	1.074%
Expansion CWQ		65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
Expansion MSQ		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
CWQ	109,000	109,000	109,000	109,000	109,000	109,000	109,000	109,000	109,000	109,000	109,000	109,000	109,000	109,000
MSQ	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000	8,900,000
Total FSS MSQ per agreements filed w/ RCA	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000
Expansion Reservation Fee		$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 407,544	$ 4,890,528
Expansion Capacity Fee		$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 407,600	$ 4,891,200
Reservation Fee		$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 548,139	$ 6,577,668
Capacity Fee		$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 610,540	$ 7,326,480
RCC		$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 21,199	$ 254,388
Total Reservation and Capacity Fees		$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 1,995,022	$ 23,940,264
FSS Surcharge Rate Applied to CWQ (CLUS-3 WM)		$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 33,714	$ 404,568
FSS Surcharge Rate Applied to MSQ (CLUS-3 WM)		$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 37,380	$ 448,560
RCC		$ 764	$ 764	$ 764	$ 764	$ 764	$ 764	$ 764	$ 764	$ 764	$ 764	$ 764	$ 764	$ 9,168
Total CLUS-3 WM Charges		$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 71,858	$ 862,296
Non-Firm Revenue Credits*		$ (15,667)	$ (75)	$ (4,261)	$ (19,704)	$ (14,638)	$ (13,983)	$ (15,221)	$ (12,519)	$ (14,168)	$ (12,055)	$ (11,235)	$ (11,366)	$ (144,891)
RCC		$ (168)	$ (1)	$ (46)	$ (212)	$ (157)	$ (150)	$ (163)	$ (134)	$ (152)	$ (129)	$ (121)	$ (122)	$ (1,556)
Total		$ (15,835)	$ (76)	$ (4,307)	$ (19,915)	$ (14,795)	$ (14,133)	$ (15,384)	$ (12,654)	$ (14,320)	$ (12,184)	$ (11,355)	$ (11,488)	$ (146,447)
Total Storage Fees		**$ 2,051,045**	**$ 2,066,804**	**$ 2,062,573**	**$ 2,046,965**	**$ 2,052,085**	**$ 2,052,747**	**$ 2,051,496**	**$ 2,054,226**	**$ 2,052,560**	**$ 2,054,696**	**$ 2,055,525**	**$ 2,055,392**	**$ 24,656,113**

*Actual credits received for the production periods April 2024 through March 2025. Using the same time frame as with transportation percentage calculations and the balance of the GCA (March 31, 2025

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Injection/Withdrawal Fees-Rate	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587	$ 0.0587
Fuel Use %		1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.500%
Cost of Gas Withdrawn For Supply		$ -	$ -	$ -	$ 2,693,445	$ 1,736,910	$ 3,099,563	$ 5,442,619	$ -	$ 4,964,681	$ 4,097,103	$ -	$ -	$ 22,034,321
Withdrawal Fees (includes RCC)		$ -	$ -	$ -	$ 18,612	$ 12,002	$ 21,418	$ 37,610	$ -	$ 34,157	$ 28,188	$ -	$ -	$ 151,987
Cost of Gas Withdrawn for Supply		$ -	$ -	$ -	$ 2,712,057	$ 1,748,912	$ 3,120,981	$ 5,480,229	$ -	$ 4,998,838	$ 4,125,291	$ -	$ -	$ 22,186,308

ENSTAR
Natural Gas Company

3000 Spenard Road
PO Box 190288
Anchorage, AK 99519-0288
www.enstarnaturalgas.com

December 10, 2024

Kurtis Gibson
VP – Marketing and Business Development
Hilcorp Alaska, LLC.
3800 Centerpoint Drive
Anchorage, AK 99503

RE: Amended and Restated APL-14 Gas Sale Agreement - Needle Peak Call Option-Contract Year 6

Dear Mr. Gibson:

Per the Amended and Restated APL-14 Gas Sales Agreement ("Agreement") Section 2.3 (C), Alaska Pipeline Company ("APC") "may acquire the Needle Peak Call Option by providing Regular Notice no later than December 15 prior to the Contract Year in which the Needle Peak Call Option is to be available."

APC will acquire the Needle Peak Call Option for Contract Year 6 (April 1st, 2025 to March 31st, 2026). As defined under Section 7.1 (E) of the Agreement the Adjusted Needle Peak Reservation Fee is $200 multiplied by the Adjusted Needle Peak Rate per each Contract Year in which APC exercises the Needle Peak Call Option. During the Contract Year 6 APC will be exercising the Needle Peak Call Option with the Adjusted Needle Peak Option per Section 2.3(C) of the Agreement. The Turn-Up Option previously exercised at 3,000 MMcf adjusts down the Needle Peak Rate in order not to exceed the Seller's Maximum Deliverability Rate. The 3,000 MMcf in Firm DCQ delivered at a continuous rate over 365 days or 8,219 Mcfpd under the Turn-Up Option is removed from the 20,000 Mcfpd available under the Needle Peak Rate. The Adjusted Needle Peak Rate 11,781 Mcfpd multiplied by $200 is the Needle Peak Reservation Fee ($2,356,200) and the Needle Peak Reservation Fee will be billed monthly based on the schedule below:

Month	Monthly Charge %	Needle Peak Reservation Fee
Apr	5%	$117,810
May	5%	$117,810
Jun	5%	$117,810
Jul	5%	$117,810
Aug	5%	$117,810
Sep	5%	$117,810

Oct	5%	$117,810
Nov	11%	$259,182
Dec	15%	$353,430
Jan	15%	$353,430
Feb	13%	$306,306
Mar	11%	$259,182
	100%	$2,356,200

If you have any questions, please do not hesitate to call me at (907) 334-7830.

Sincerely,

I. Johansen

Inna Johansen
Vice President of Regulatory and Gas Supply
ENSTAR Natural Gas Company

ENSTAR
Natural Gas Company

3000 Spenard Road
PO Box 190288
Anchorage, AK 99519-0288
www.enstarnaturalgas.com

March 20, 2024

Kurtis Gibson
VP – Marketing and Business Development
Hilcorp Alaska, LLC.
3800 Centerpoint Drive
Anchorage, AK 99503

RE: Amended APL-14 Turn-Up Option Gas - Contract Year 7

Dear Mr. Gibson:

Per the Amended APL-14 Gas Sales Agreement ("Agreement") Section 2.8 (A), Alaska Pipeline Company ("APC") "has an option to increase the Firm ACQ by up to 3,000 MMcf per Contract Year (Turn-Up Option Gas). To exercise this option, ENSTAR is required to provide a Formal Notice at least 24 months prior to the relevant Contract Year.

APC will exercise its Turn-Up option to increase its Firm ACQ by the amount of 3,000 MMcf Turn-Up Option Gas for Contract Year 7 (April 1st, 2026 to March 31st, 2027).

If you have any questions, I can be reached at (907) 334-7830.

Sincerely,

I. Johansen

Inna Johansen
Director, Gas Supply Operations
ENSTAR Natural Gas Company

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

BETWEEN

HILCORP ALASKA, LLC

AND

ALASKA PIPELINE COMPANY

Amended and Restated APL-14

Amended Effective Date: [·]

Amended Termination Date: March 31, 2033

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

TABLE OF CONTENTS

SECTION **PAGE**

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

This Amended and Restated Gas Sale and Purchase Agreement ("Agreement") is made by Hilcorp Alaska, LLC ("Seller"), a Delaware limited liability company, with offices located at 3800 Centerpoint Drive, Suite 1400, Anchorage, Alaska 99503, and Alaska Pipeline Company ("Buyer"), an Alaska corporation and wholly owned subsidiary of SEMCO Energy, Inc., with offices located at 3000 Spenard Road, Anchorage, AK 99503, collectively referred to as "Parties" and individually as "Party."

RECITALS

A. Buyer and Seller are currently performing under that gas sales agreement called "APL-14" that was approved by the Regulatory Commission of Alaska in LO#: L1600163 on April 13, 2016.

B. Buyer and Seller now wish to amend and restate APL-14 such that the Term will be extended to March 31, 2033 under the terms and conditions of this Agreement.

C. The Amended Effective Date will be the first day of the calendar month following RCA Approval. For clarity, it is the intention of the Parties that deliveries shall continue under APL-14 until the Amended Effective Date.

D. Buyer seeks long-term gas supply certainty in order to meet its responsibility to the public in a timely manner and without undue risk to the public. Simultaneously, Buyer seeks a diversified portfolio of gas supply contracts. Seller has granted Buyer flexibility to increase or decrease purchases over the Term to help Buyer to achieve its goal of a diversified gas supply portfolio.

E. Seller and Buyer adopt the terms and conditions set forth herein to govern this transaction.

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

1. DEFINITIONS; INTERPRETATION; EXHIBITS.

1.1 Definitions. The following definitions apply to this Agreement:

"ACH" has the meaning set forth in Section 8.2(A).

"Adjusted Needle Peak Rate" has the meaning set forth in Section 2.3(C).

"Adjusted Turn-Down Option Fee" has the meaning set forth in Section 7.1(I).

"Adjusted Turn-Up Option Fee" has the meaning set forth in Section 7.1(J).

"Agreement" has the meaning set forth in the Preamble.

"Alaska Clock Time" or "ACT" means Alaska Daylight Savings Time when Daylight Savings Time is in effect and Alaska Standard Time when Daylight Savings Time is not in effect.

"Alaska Pipeline Company" has the meaning set forth in the Preamble.

"Alaska Pipeline Company Pipeline System" or "APC Pipeline System" means the system of gas transmission and distribution pipelines owned by APC that is located in and around the Cook Inlet Area.

"Amended Effective Date" is the first day of the calendar month following RCA approval. Deliveries under this Agreement shall commence on the Amended Effective Date.

"Amended Termination Date" is March 31, 2033.

"Annual Price Modifier" shall mean the average of the Price Index Change Percentages for the three Price Indexes. The Annual Price Modifier is limited to a maximum of positive one-and-one-half percent (1.5%) and a minimum of negative one percent (-1%).

"APL-14" is that gas sale and purchase agreement dated December 23, 2015 and approved by the Regulatory Commission of Alaska in LO#: L1600163 on April 13, 2016.

"Arbitration Act" has the meaning set forth in Section 15.1.

"BTU" means British Thermal Unit, which is the amount of energy needed to heat one pound of water by one degree Fahrenheit.

"Business Day" means a Day on which Buyer's offices at 3000 Spenard Road, Anchorage, Alaska, are open for business.

"Buyer" has the meaning set forth in the Preamble.

"Buyer's Forecast" has the meaning set forth in Section 2.13.

"Buyer's Tariff" means the tariff of Buyer's affiliate, ENSTAR Natural Gas Company, on file with and approved by the RCA, as periodically revised or amended.

"Call Gas Carrying Charge" has the meaning set forth in Section 7.1(F).

"CINGSA" means the Natural Gas storage facility owned by Cook Inlet Natural Gas Storage Alaska, LLC.

"CINGSA Gas Substitution" has the meaning set forth in Section 2.4(C)(1).

"Claim" means a claim, suit, liability, loss, demand, damages or cause of action by a third party for physical damage to property, bodily injury or death (including recoverable legal counsel fees and costs of litigation of the party asserting the Claim) arising from the physical operations of a Party, whether based in contract, tort, strict liability or otherwise. "Claim" does not include a claim based upon, arising from or related to the failure or refusal of Seller to deliver Gas or the failure or refusal of Buyer to receive Gas under this Agreement, for which the sole recourse and remedy is set forth in Section 2.4.

"Continuous Rate" means a consistent Rate without significant deviation.

"Contract Year" means a Period beginning on April 1 at 00:00 ACT and ending on the following March 31 at 24:00 ACT.

"Cook Inlet Area" means that region of Alaska bordered in red on the map which comprises Exhibit A.

"Cook Inlet Gas Pipeline System" means the system of Gas transmission and distribution pipelines located in and around the Cook Inlet Area including pipelines owned by Alaska Pipeline Company and Harvest Alaska, LLC.

"Cover," as referred to in Section 2.4, means that if there is failure to deliver or take any quantity of Gas pursuant to this Agreement (other than as excused or permitted by this Agreement), then the performing Party shall use commercially reasonable efforts as follows: (i) If Buyer is the performing Party, obtain replacement Gas (including Gas from its contracted storage inventory in CINGSA or, if Gas is not available from storage, Gas obtained by calling on electric utilities to alter their generation to allow Buyer access to additional Gas), or (ii) If Seller is the performing party, sell the untaken Gas or, in Seller's sole discretion, inject some or all of the untaken Gas into Seller's storage facilities and thereafter seek to sell the untaken Gas injected into storage. The price or cost of the elected alternative must be reasonable for the Cook Inlet Area consistent with the amount of notice provided by the nonperforming Party, the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable, the quantities involved, the availability of storage and stored Gas considering the amount of Gas in storage and the time of year, and the anticipated length of failure by the nonperforming Party.

"CPR" and "CPR Rules" have the meanings set forth in Section 15.5.

"Cybersecurity Incident" has the meaning set forth in Section 16.11.

"Daily Call Option" has the meaning set forth in Section 2.3(B).

“Daily Call Option Gas” has the meaning set forth in Section 2.3(B).

“Daily Contract Quantity” means the volume of Gas required to be delivered by Seller and received by Buyer on a Day during the Term of this Agreement as set forth in Section 2.3. “Daily Contract Quantity” is the total of the Firm Daily Contract Quantity volume, the Daily Call Option Gas volume requested by Buyer pursuant to Section 2.5(B) (if any), the Needle Peak Call Option Gas volume requested by Buyer pursuant to Section 2.5(B) (if any), and the Firm Discretionary Gas volume (if any), all for the Day in question. In no event shall Seller be obligated to deliver a Daily Contract Quantity in excess of the Seller’s Maximum Deliverability Rate.

“Day” and “Daily” means a 24-hour calendar day beginning at 00:00 hours and ending at 24:00 hours ACT. “Day” includes the 23-hour calendar day when local time changes from Alaska Standard Time to Alaska Daylight Savings Time and the 25-hour calendar day when local time changes from Alaska Daylight Savings Time to Alaska Standard Time.

“Daylight Savings Time” means the advancement of timekeeping clocks forward one hour from Standard Time near the start of spring pursuant to the Uniform Time Act of 1966, Pub.L. 89-387, 80 Stat. 107, 15 U.S.C. §§ 260-64, as amended, as administered by the US Department of Transportation.“Delivery Points” has the meaning set forth in Section 3.1.

“Delivery Shortfall Volume” has the meaning set forth in Section 2.4(C).

“Development Plans” means Seller’s Forecast of the work Seller plans to undertake to discover, promote, and produce Gas Reserves for the Year in which the Development Plans are presented. “Development Plans” does not include the amount of capital or expense Seller plans to expend on such work.

“Discretionary Gas” means Gas which Buyer may request to purchase from Seller in Buyer’s sole discretion and which Seller may sell to Buyer in Seller’s sole discretion, as provided in Section 2.3(D).

“Dispute” means any dispute or controversy between the Parties arising out of this Agreement and any dispute or controversy regarding the existence, construction, validity, interpretation, enforceability, or breach of this Agreement.

“Email” means a message distributed by electronic means from one computer user to one or more recipients via the Internet.

“Email PDF” means an Email with the notification document attached as a PDF.

"Engineer" means an independent, registered professional petroleum engineer from the firm then currently engaged by Seller to provide the reserve reports to Seller respecting Seller's oil and gas properties in Alaska.

"Excess Royalties" means royalties (including interest and penalties thereon) in excess of those payable on the sale of the Gas at the applicable Sales Price due to a value attributed to the Gas under the applicable oil and gas lease which is higher than the contract price. "Excess Royalties" do not include royalties, interest or penalties thereon which are determined after audit to be due on the sale of the Gas at the applicable Sales Price.

"Excess Taxes" means taxes (including interest and penalties thereon) in excess of those payable under tax law as of the Amended Effective Date, on the production or severance of the Gas or the sale of Gas at the applicable Sales Price. "Excess Taxes" do not include taxes, interest or penalties thereon which are determined after audit to be due under tax law as of the Amended Effective Date, on the production or severance of the Gas or the sale of the Gas at the applicable Sales Price. "Excess Taxes" also do not include any reductions, delays in payment, limitations, or other changes of tax credits afforded oil and gas operators set forth in AS 43.55.023, AS 43.55.024, or AS 43.55.025 which are passed into law after the Amended Effective Date.

"Exchange Agreement" means an agreement to exchange Gas at one delivery point for Gas at another delivery point when the deliveries at the two delivery points occur at approximately the same time.

"Field Operations Gas" means Gas Seller determines, in its sole and unfettered discretion, is necessary or desirable for Seller's use for field operations and maintenance, gas dehydration, gas treatment and other field use.

"Financial Termination Event" has the meaning set forth in Section 4.2.

"Firm" means that a Party may interrupt its performance without liability only to the extent that such interruption is excused or permitted by the terms of this Agreement.

"Firm Annual Contract Quantity" or "Firm ACQ" means the volume of Gas that unless otherwise excused in this Agreement, Seller is obligated to sell, and Buyer is obligated to purchase, in a given Contract Year as set forth in Section 2.3(A), as may be adjusted pursuant to Sections 2.8, 2.9, and 2.10.

"Firm Daily Contract Quantity" or "Firm DCQ" means the volume of Gas that unless otherwise excused in this Agreement, Seller is obligated to sell, and Buyer is obligated to purchase, on a given Day during the Term as set forth in Section 2.3(A), as may be adjusted pursuant to Sections 2.8, 2.9, and 2.10. For clarity, Firm

Daily Contract Quantity does not include Daily Call Option Gas, Needle Peak Call Option Gas, or Discretionary Gas.

"Firm Load-Following Gas" is that volume of Gas Seller is required to deliver to Buyer on a Day or intra-Day during a Scheduled CINGSA Shut-In Event as per Section 2.6(D). To clarify, whenever Buyer has other gas suppliers during the Scheduled CINGSA Shut-In Event, the Firm Load-Following Gas is the volume of Buyer's Requirements minus Buyer's other gas supply volume. Additionally, Firm Load-Following Gas shall not include flow rates to correct imbalances incurred prior to the Scheduled CINGSA Shut-In Event.

"Forecast" means a good faith estimate of things to happen in the future based upon information available at the time the Forecast is made. A "Forecast" is not a promise, commitment, covenant, warranty, or guaranty of such future things. Any reliance by the recipient of a Forecast made by the other Party is at the recipient's sole risk and consequence.

"Force Majeure Event" has the meaning set forth in Section 10.2.

"Formal Notice" means a notice given as provided in Section 14.1.

"Gas" or "Natural Gas" means any mixture of hydrocarbons or of hydrocarbons and noncombustible gases, in a gaseous state consisting primarily of methane and meeting the quality specifications of Section 6 and Exhibit H.

"Gas Reserves" shall mean the total quantity of Seller's proved developed reserves and Seller's proved undeveloped reserves in the Cook Inlet Area as determined in accordance with sound petroleum reservoir engineering practices.

"Gas Sale Commitments" means the sum of all Seller's Firm commitments for delivery of Gas produced in the Cook Inlet Area for the next five (5) Years as provided in executed gas sales agreements between Seller and all buyers. "Gas Sale Commitments" does not include Field Operations Gas.

"Gas Sale and Purchase Commitment" means the quantity of Gas that will be sold and delivered and purchased and received under this Agreement in accordance with Section 2.3.

"Hilcorp Alaska, LLC" has the meaning set forth in the Preamble.

"Imbalance Volume" means the adjustment of the volume of Gas to be delivered by Seller and received by Buyer hereunder to correct for Incidental Deviations. For accounting purposes, Imbalance Volumes shall be deemed to apply only to the Firm Daily Contract Quantity of Gas.

"Incidental Deviations" means the unintended differences between the Daily Contract Quantity for a Day and the actual deliveries and receipts made on that Day arising from the ordinary operations of the Cook Inlet Gas Pipeline System and which are not handled by OBAs. Unless otherwise agreed, deviations greater than three percent (3%) of the Daily Contract Quantity are not Incidental Deviations.

"Industrial GSA" means a gas sales agreement entered after the Amended Effective Date between Seller and a buyer which is not an electrical or domestic gas service utility regulated by the RCA, and pursuant to which the Seller is receiving a higher price than the current Sales Price, that impedes Seller's ability to meet Firm obligations under this Agreement.

"KBPL" means the Kenai Beluga Pipeline which holds Certificate No. 668 from the RCA.

"KBPL Title Transfer" means the transfer from Seller's KBPL receipt pool to Buyer, at which point Buyer will become the shipper on KBPL and may nominate to any KBPL delivery meter in Buyer's discretion.

"Market Out" has the meaning set forth in Section 2.9(A).

"Market Return" has the meaning set forth in Section 2.9(C).

"Mcf," "MMcf," and "Bcf" mean thousand Standard Cubic Feet, Million Standard Cubic Feet, and Billion Standard Cubic Feet, respectively.

"Minimum Call Commitment Gas" has the meaning set forth in Section 2.3(B).

"Minor Adjustment" has the meaning set forth in Section 2.8(B).

"Minor Adjustment Fee" has the meaning set forth in Section 7.1(G).

"Minor Adjustment Notice" has the meaning set forth in Section 2.8(B).

"MMcfpd" means MMcf delivered during a Day.

"Month" means a Period beginning at 00:00 hours ACT on the first Day of a calendar month and ending at 24:00 hours ACT on the last Day of that calendar month.

"Needle Peak Call Option" has the meaning set forth in Section 2.3(C).

"Needle Peak Call Option Gas" has the meaning set forth in Section 2.3(C).

"Needle Peak Rate" has the meaning set forth in Section 2.3(C).

"Needle Peak Reservation Fee" has the meaning set forth in Section 7.1(E).

"Operational Balancing Agreement" and "OBA" has the meaning set forth in Section 2.11(B).

"Operational Notice" means a notice given as provided in Section 14.3.

"Party" and "Parties" have the meanings set forth in the Preamble.

"PDF" means a document which has been converted from its native software application into Portal Document Format.

"Period" means a length of time.

"Price Index" shall mean any one of these indexes individually, and "Price Indexes" shall mean all of the following three indexes combined, as published by the U.S. Bureau of Labor Statistics:

1) "Consumer Price Index U.S.": the index published monthly by the U.S. Bureau of Labor Statistics identified as CUUR0000SA0L1E CPI US All Items Less Food and Energy and currently available at https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SA0L1E

2) "Non-Seasonally Adjusted Producer Price Index Commodity": the index published monthly by the U.S. Bureau of Labor Statistics identified as WPUFD49104 PPI Commodity Final Demand Goods Less Foods & Energy Non-Seasonally Adjusted and currently available at https://beta.bls.gov/dataViewer/view/timeseries/WPUFD49104.

3) "Seasonally Adjusted Producer Price Index": the index published monthly by the U.S. Bureau of Labor Statistics identified as WPSFD413 Core PPI Commodity Final Demand Goods Less Foods & Energy Seasonally Adjusted, currently available at https://beta.bls.gov/dataViewer/view/timeseries/WPSFD413.

"Price Index Annual Average Values" shall mean the calculated annual averages of each of the three Price Indexes using published monthly observation values.

"Price Index Change Percentages" shall mean the percentage of change in the Price Index Annual Average Values. It is calculated by dividing the Price Index Change Value by the Price Index Annual Average Value of the Year prior to the Year preceding the Contract Year. This produces a percentage of change for each of the three Price Indexes.

“Price Index Change Values” shall mean the amount by which the Price Index Annual Average Values have changed between the previous two Years for each Price Index. Each Price Index will have its own Price Index Change Value.

“Rate” means a specific volume of Gas delivered over a specific Period.

“RCA” means the Regulatory Commission of Alaska or its predecessor the Alaska Public Utilities Commission, as the context requires.

“RCA Approval” has the meaning set forth in Section 12.4.

“Receipt Shortfall Volume” has the meaning set forth in Section 2.4(D).

“Regular Notice” means a notice given as provided in Section 14.2.

“Requirements” means all of the Gas that Buyer uses to supply ENSTAR customers who are served by connections to the Cook Inlet Gas Pipeline System. “Requirements” does not include Gas transported by Buyer for third parties under transportation agreements or tariffs, or exchanged under Exchange Agreements.

“Royalty in Kind” means that a Royalty Owner takes its royalty share of production in specie, that is, in gas itself, as opposed to the payment of the value of its royalty share in money.

“Royalty Owner” means a lessor or other person who is entitled to a share of the production of Gas free of expenses of exploration, development, and production.

“Sales Price” has the meaning set forth in Section 7.1.

“Sales Price Ceiling” is $8.89/Mcf.

“Sales Price Floor” is $7.55/Mcf.

“Scheduled CINGSA Shut-In Event” means no more than two annual scheduled outages of up to one week during which CINGSA is unable to receive and inject or withdraw and deliver Gas because it is conducting a material balance analysis and reservoir integrity testing.

“Seller” has the meaning set forth in the Preamble.

“Seller’s Maximum Deliverability Rate” is 162 MMcfpd.

“Standard Cubic Foot” means the amount of Gas that would occupy a volume of one cubic foot at a temperature of sixty degrees Fahrenheit (60º F.) and at a pressure of fourteen and sixty five hundredths (14.65) pounds per square inch absolute.

"Standard Time" means the time of Day without the offset for Daylight Savings Time.

"Storage Gas Alternative" has the meaning set forth in Section 2.4(D)(1).

"Tariffs" means the tariffs of a utility or pipeline regulated by the RCA which tariffs have been approved by the RCA and are currently in effect.

"Term" has the meaning set forth in Section 4.1.

"Transportation Costs" means charges imposed to move Gas sold under this Agreement on pipeline carrier or public utility pipelines pursuant to RCA-approved tariff rates and conditions. Transportation Costs do not include in-kind fuel charges for lost and unaccounted for Gas and fuel Gas, which charges shall be borne by Seller.

"Turn-Down Option" has the meaning set forth in Section 2.8(A).

"Turn-Up Option" has the meaning set forth in Section 2.8(A).

"Unpurchased Minimum Call Gas" is the difference in Gas volume between the Minimum Call Commitment Gas and the actual purchases of Daily Call Option Gas during each Contract Year.

"Year" means a calendar year.

1.2 Principles of Construction. In this Agreement, unless the context otherwise requires:

(A) Except for that Letter Agreement dated April 14, 2020, this Agreement is the entire agreement between the Parties respecting the subject matter thereof.

(B) Headings and the rendering of text in bold and/or italics are for convenience only and do not affect the interpretation of this Agreement.

(C) Words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders.

(D) The words "hereof", "herein", "hereunder," and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(E) A reference to a Section, paragraph, clause, Party, Exhibit, or Schedule is a reference to that Section, paragraph, or clause of, or that Party, Exhibit or Schedule to, this Agreement unless otherwise specified.

(F) A reference to this Agreement shall mean this Agreement including any amendment or supplement to, or replacement, novation, or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation, or modification made in breach of this Agreement.

(G) A reference to a person includes that person's successors and permitted assigns.

(H) The term "including" means "including without limitation" and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided.

(I) References to any statute, code, or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom.

(J) Each Party acknowledges and agrees that it has participated in the drafting of this Agreement and has had the opportunity to consult with legal counsel and any other advisors of its choice to its satisfaction regarding the terms and provisions of this Agreement and the results thereof. As a result, the rule of construction that an agreement be construed against the drafter will not be asserted or applied to this Agreement.

(K) All accounting terms not specifically defined herein shall be construed in accordance with GAAP.

(L) In the event of a conflict, a mathematical formula describing a concept or defining a term shall prevail over words describing a concept or defining a term.

(M) References to any amount of money shall mean a reference to the amount in US Dollars.

(N) The expression "and/or" when used as a conjunction shall connote "any or all of."

(O) Words, phrases or expressions which are not defined herein and which have a generally accepted meaning in the industry which is the subject of this Agreement shall have that meaning in this Agreement.

(P) A waiver by either Party of any breach of the covenants and conditions to be performed under this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

(Q) Except as otherwise expressly provided in this Agreement, no amendments to or modifications of this Agreement shall be valid unless they are in writing and signed by the Parties.

1.3 Exhibits.

(A) All of the Exhibits that are attached to the body of this Agreement are an integral part of this Agreement and are incorporated by reference into this Agreement, including:

(1) Exhibit A – Map of the Cook Inlet Area

(2) Exhibit B – Discretionary Gas Sales Form

(3) Exhibit C – Pro Forma Delivery Profile

(4) Exhibit D – Section 2.4(C) Examples

(5) Exhibit E – Section 2.4(D) Examples

(6) Exhibit F – Template for Buyer's Forecast

(7) Exhibit G – Delivery Points

(8) Exhibit H – Gas Quality Specifications

(9) Exhibit I – Template for Engineer's Opinion Letter

(11) Exhibit J – Template for Seller's Statement

(12) Exhibit K – Template for Seller's Delivery Point Forecast

(13) Exhibit L – Template for Seller's Pressure Forecast

(14) Exhibit M – Template for Seller's Report of Third Party Gas Sales

(15) Exhibit N – Sales Price Calculations

(B) If a conflict exists between the body of this Agreement and the Exhibits, the body prevails to the extent of the conflict.

2. GAS SALES.

2.1 Gas Sales Commitment; Commitment Priorities. Subject to all of the terms and conditions of this Agreement, Seller commits to deliver and sell to Buyer, and Buyer commits to receive and purchase from Seller, the Natural Gas volumes and Rates set forth in this Section 2.

2.2 Reserved for future use.

2.3 Gas Sale and Purchase Commitment and Delivery Profile. The Gas Sale and Purchase Commitment under this Agreement shall be as set forth below. Seller shall sell and deliver and Buyer shall purchase and receive Gas as described below:

(A) The Firm Annual Contract Quantity and the Firm Daily Contract Quantity. Each Contract Year, unless and until previously adjusted by Sections 2.8, 2.9, or 2.10, the Firm Annual Contract Quantity and Firm Daily Contract Quantity are the base amounts as set forth in Sections 2.3(A)(1) and (A)(2) below unless otherwise adjusted.

(1) The Firm Annual Contract Quantity for each Contract Year is 25,000 MMcf, except in leap years, when the Firm Annual Contract Quantity is 25,120 MMcf.

(2) The Firm Annual Contract Quantity shall be delivered as the Firm Daily Contract Quantity on each Day during the Term as provided in the following chart:

Firm Daily Contract Quantity	
Months	**Firm DCQ (MMcfpd)**
April	45
May-October	40
November	90
December-February	120
March	90

(B) The Daily Call Option. Buyer shall have an option to purchase (the "Daily Call Option") up to an additional 4,000 MMcf of Gas in each Contract Year ("Daily Call Option Gas") at a Rate not to exceed the applicable Rate set forth in the chart below.

Months	Daily Call Option Quantity (MMcfpd)
October through February	≤ 22
May through August	≤ 8.2

(1) Buyer commits to purchase a minimum volume of Daily Call Option Gas of 2,000 MMcf ("Minimum Call Commitment Gas") each Contract Year. In any Contract Year when the Buyer does not purchase the full Minimum Call Commitment Gas, Buyer shall pay the Call Gas Carrying Charge for the Unpurchased Minimum Call Gas as set forth in Section 7.1(F).

(C) The Needle Peak Call Option.

(1) In addition to the Firm Daily Contract Quantity and the Daily Call Option, during the Period for which the Needle Peak Call Option is in effect and on Days in which Buyer has scheduled for delivery and receipt the maximum Daily Call Option Gas volume available, Buyer shall have the option to purchase up to an additional 20 MMcfpd ("Needle Peak Rate") for up to twenty-five (25) Days during the Months of November, December, January, and February of each Contract Year ("Needle Peak Call Option Gas"). In no event shall the total Needle Peak Call Option Gas in a Contract Year total a volume of more than 500 MMcf. Buyer shall attempt to give Seller a minimum of forty-eight (48) hours Operational Notice prior to nominating Needle Peak Call Option Gas.

(2) Buyer may acquire the Needle Peak Call Option by providing Regular Notice no later than December 15 prior to the Contract Year in which the Needle Peak Call Option is to be available. Issuance of a Needle Peak Regular Notice will cause Buyer to incur a Needle Peak Reservation Fee as set forth in Section 7.1 below.

(3) If Buyer acquires the Needle Peak Call Option during a Contract Year when the Firm DCQ has been adjusted as provided for in Sections 2.8, 2.9, or 2.10, and delivering the full Needle Peak Rate would result in a Daily Contract Quantity in excess of Seller's Maximum Deliverability Rate, Seller may adjust down the Needle Peak Rate in order not to exceed the Seller's Maximum Deliverability Rate ("Adjusted Needle Peak Rate") and the Needle Peak Reservation Fee shall be modified as provided in Section 7.1(E).

(D) Discretionary Gas. Should Buyer at any time require Gas in addition to the Firm Daily Contract Quantity, Daily Call Option, and Needle Peak Call Option, Buyer in its sole discretion may submit a request as a Regular Notice to Seller for Discretionary Gas and Seller may provide it at Seller's sole discretion. The volume, Rate, Period, and price for a sale of Discretionary Gas, and whether the sale is Firm or interruptible, shall be as agreed between the Parties for that sale, and shall be documented as provided in Exhibit B.

(E) The pro forma delivery profile of the categories of Gas set forth in this Section 2.3 is graphed and further explained in Exhibit C.

2.4 Nature of Gas Sale and Purchase Commitment and Remedies.

(A) Each Day, except as otherwise provided in this Agreement, Seller will sell and deliver, and Buyer will buy and receive, the Daily Contract Quantity on a Firm basis.

(B) If Seller for any reason, including a Force Majeure Event or quality issues, does not deliver (or make available for delivery) all of the applicable Daily Contract Quantity, or if Buyer, because of a Force Majeure Event, cannot take from Seller all of the applicable Daily Contract Quantity, Buyer may make whatever purchases are necessary to replace the shortage. Buyer will in good faith attempt to purchase only the amount of Gas necessary to replace the shortage. Should any provision of this Agreement constrain Buyer in such a way that Buyer cannot replace the shortage on reasonable terms and conditions, that provision (or provisions) shall be relaxed or waived but only to the extent necessary to permit Buyer to purchase its requirements on reasonable terms and conditions. Buyer's purchase obligations under this Agreement shall be reduced by the volumes Seller does not deliver or Buyer cannot take under this subsection.

(C) On any given Day, if Seller fails to sell and deliver (or make available for delivery) the applicable Daily Contract Quantity as scheduled as provided in Section 2.3 for such Day, and such failure is not excused or permitted under this Agreement, the difference between such Daily Contract Quantity and the amount of Gas actually delivered (or made available for delivery) that Day is called the "Delivery Shortfall Volume." Except as provided in subsection 2.4(H), Buyer's sole remedy with respect to such failure by Seller shall be Cover as provided below and as communicated by Formal Notice.

(1) Upon receiving notice or otherwise having actual knowledge of Seller's delivery failure, Buyer shall make reasonable commercial efforts to replace the Delivery Shortfall Volume via Cover. For the avoidance of doubt, Buyer, in its sole discretion, may choose to

withdraw Gas stored by it or on its behalf in CINGSA (or any other storage facility), up to the Delivery Shortfall Volume ("CINGSA Gas Substitution"), and in such circumstance Buyer may attempt to replace the Gas representing such CINGSA Gas Substitution via Cover.

(2) With respect to the replacement of the Delivery Shortfall Volume, Seller shall be responsible for, and shall pay Buyer, the positive difference, if any, between the weighted average purchase price paid by Buyer for Gas purchased through Cover and the Sales Price applicable that Year, multiplied by the volume of such replacement Gas. If Buyer implements the CINGSA Gas Substitution, the price of that replacement Gas shall be the Cost of Gas Withdrawn from Storage as defined in Buyer's Tariff at § 2301(3) or the actual cost of replacement Gas obtained through Cover. If Buyer is unable to obtain replacement Gas and must call on electric utilities to alter their generation to allow Buyer access to additional Gas, Buyer will incur Interruption Expenses as defined by § 1205 of Buyer's Tariff, and this shall represent the purchase price of Buyer's replacement Gas.

(3) To the extent the Delivery Shortfall Volume cannot be fully replaced through Cover within two (2) Months, then Seller shall be responsible for, and shall pay Buyer, the Sales Price applicable for that Contract Year times such portion of the Delivery Shortfall Volume not replaced through Cover.

(4) In no event shall Seller be liable to Buyer for the payment (as Cover or otherwise) of more than an amount equal to the Delivery Shortfall Volume multiplied by the Sales Price applicable for that Contract Year. Exhibit D includes, for illustration purposes only, examples of amounts that might be due under this Section 2.4(C).

(D) On any given Day, if Buyer fails to purchase and take the applicable Daily Contract Quantity made available by Seller as scheduled as provided in Section 2.3 for such Day and such failure is not excused or permitted under this Agreement, the difference between such Daily Contract Quantity and the amount of Gas actually taken by Buyer that Day is called the "Receipt Shortfall Volume." Seller's sole remedy with respect to such failure by Buyer shall be Cover as provided below and as communicated by Formal Notice.

(1) Upon receiving notice or otherwise having actual knowledge of Buyer's receipt failure, Seller shall make reasonable commercial efforts to sell the Receipt Shortfall Volume via Cover. For the avoidance of doubt, Seller, in its sole discretion, may choose to

inject Gas in Seller's Gas storage facility, up to the Receipt Shortfall Volume ("Storage Gas Alternative"), and in such circumstance Seller shall attempt to sell the Gas representing such Storage Gas Alternative via Cover.

(2) With respect to the sale of the Receipt Shortfall Volume, Buyer shall be responsible for, and shall pay Seller, the positive difference, if any, between the Sales Price applicable that Contract Year and the weighted average sales price received by Seller for Gas sold through Cover multiplied by the volume of such sales Gas. If Seller implements the Storage Gas Alternative, the price of that sales Gas shall include the costs associated with the injection and withdrawal of the sales Gas from storage.

(3) To the extent the Receipt Shortfall Volume cannot be fully sold through Cover within two (2) Months, then Buyer shall be responsible for, and shall pay Seller, the Sales Price applicable for that Contract Year times such portion of the Receipt Shortfall Volume not sold through Cover.

(4) In no event shall Buyer be liable to Seller for the payment (as Cover or otherwise) of more than an amount equal to the Receipt Shortfall Volume multiplied by the Sales Price applicable for that Contract Year. Exhibit E includes, for illustration purposes only, examples of amounts that might be due under this Section 2.4(D).

(E) Each Party shall provide to the other Party all information, including price and volume information, as soon as practicable after the purchase or sale of Gas under Section 2.4(C) or (D).

(F) The remedy of Cover does not apply to Incidental Deviations, the sole remedy for which is adjustment through Imbalance Volumes.

(G) Neither Party shall be entitled to an award of, and hereby waives the right to recover, incidental, consequential, punitive, exemplary, or other non-direct damages or any other damages from the other Party arising from or related to this Agreement, whether asserted by or awarded to such Party or any third party and whether based on contract, tort, strict liability, or other claim or theory of liability.

(H) In the event Seller willfully diverts Gas which would have been sold and delivered to Buyer under this Agreement in order to provide such diverted Gas to a buyer under an Industrial GSA, Buyer shall have the additional remedy of injunctive relief to compel specific performance by Seller as provided in this subsection 2.4(H).

(1) Seller acknowledges and agrees that in the case of Seller's willful diversion of Gas as set forth in this subsection 2.4(H), Buyer may be irreparably and immediately harmed and may not be made whole by Cover damages as provided in subsection 2.4(C). Accordingly, in addition to the remedy of Cover, Buyer shall be entitled to injunctive relief (without the posting of any bond) to prevent Seller from willfully diverting Gas which would have been sold and delivered to Buyer under this Agreement, in order for Seller to provide such diverted Gas to a buyer under an Industrial GSA, and to compel specific performance of Seller's obligation to sell and deliver Gas under this Agreement in such circumstances.

(2) For the sole and exclusive purpose of the remedy of injunctive relief to compel specific performance as set forth in this subsection 2.4(H), Seller waives the dispute resolution process of direct negotiations, mediation, and arbitration as set forth in Section 15, and agrees to judicial jurisdiction as set forth in Section 15.7 for Buyer's application for injunctive relief and specific performance.

(I) The remedies listed in this Section 2.4 are the sole and exclusive remedies for Buyer's failure or refusal to receive Gas, or Seller's failure or refusal to deliver Gas, where such failures or refusals are not excused or permitted under this Agreement.

2.5 Delivery Rate and Scheduling.

(A) Seller shall deliver and Buyer shall receive the Firm Daily Contract Quantity volumes set forth in Section 2.3(A)(2) each Day at a Continuous Rate. The Daily Call Option Gas shall be delivered each Day at a Continuous Rate at the Rate(s) and during the Period(s) specified by the Buyer pursuant to Section 2.3(B). During the Contract Years in which the Buyer acquires the Needle Peak Call Option, the Needle Peak Call Option Gas shall be delivered each Day at a Continuous Rate at the Rate(s) and during the Period(s) specified by the Buyer pursuant to Section 2.3(C).

(B) By 16:00 hours ACT, the Day before Buyer is to receive Gas from Seller, Buyer shall send an Operational Notice with a Forecast of its Gas needs for the next Day within the quantity provisions set forth in Section 2.3. The Forecast shall separately state the Firm Daily Contract Quantity as set forth in Section 2.3(A)(2), the Daily Call Option volume (if any), the Needle Peak Call Option volume (if any), the Discretionary Gas (if any), and Imbalance Volumes (if any). Unless and until changed by Buyer, Seller shall deliver all Gas at a Continuous Rate for the Periods identified by Buyer. The Firm Daily Contract Quantity shall be delivered in at a Continuous Rate throughout the following Day. The Buyer may adjust the Daily Call Option volume (if any) and the Needle Peak Call Option volume (if any) throughout the following Day. Once stated by Buyer, and if and once Buyer adjusts the Daily Call Option and Needle Peak Call Option volumes, all volumes will be delivered at a Continuous Rate for the Period(s) identified by Buyer.

(C) Daily scheduling of Gas by the Parties' gas controllers shall incorporate and separately state an Imbalance Volume, which will be nominated by Buyer when the cumulative Imbalance Volume exceeds 2 MMcf. The gas controllers will make reasonable efforts to reduce any Imbalance Volume to zero by the end of each Month.

2.6 Communication and Rescheduling Undelivered Gas.

(A) Buyer and Seller understand that this Agreement will require frequent communication and cooperation for proper scheduling and delivery of Gas. The acting Party will provide timely Operational Notice when (i) Seller changes its delivery Rate or Buyer changes its receipt Rate, or (ii) Seller ceases or curtails deliveries or Buyer ceases or curtails receipts.

(B) Buyer and Seller will communicate and work in good faith to coordinate Gas deliveries and receipts with the other Party regarding anticipated shut-downs or curtailments, facility outages, equipment malfunctions, maintenance, and other scheduled or irregular events which do not constitute Force Majeure Events. Seller will use reasonable commercial efforts to reduce the risk that Buyer would be required to pay for Gas it does not receive from Seller.

(C) By mutual agreement of the Parties confirmed by Regular Notice, the Parties may reschedule Gas which will not be or has not been delivered and received as provided in Section 2.3, whether due to shut-downs or curtailments, facility outages, equipment malfunctions, maintenance, and other scheduled or irregular events, or due to Force Majeure Events.

(D) Seller agrees to provide Firm Load-Following Gas to Buyer during Scheduled CINGSA Shut-In Events that occur between April 1-October 15 of any Contract Year. Seller and Buyer shall work together in good faith to coordinate the timing of Scheduled CINGSA Shut-In Events. Additionally, during each Scheduled CINGSA Shut-In Event, Seller and Buyer shall work together in good faith to balance the receipt and deliveries of Gas to (i) maximize Buyer's ability to purchase and receive Gas hereunder and (ii) attempt to minimize intra-Day changes to the nominations schedule between 19:00 hours ACT and 7:00 hours ACT.

As soon as Buyer is notified of a proposed Scheduled CINGSA Shut-In Event, Buyer shall notify Seller of the dates proposed for such Scheduled CINGSA Shut-In Event as well as the anticipated Firm Load-Following Gas volumes which will be required from Seller during such Scheduled

CINGSA Shut-In Event. If the dates proposed for the Scheduled CINGSA Shut-In Event are during a time which Seller may not be able to deliver such volume, Buyer and Seller will work together to determine an alternative time to propose for the Scheduled CINGSA Shut-In Event. Buyer will then propose to CINGSA this revised period for the Scheduled CINGSA Shut-In Event.

Within at least 48 hours of a Scheduled CINGSA Shut-In Event, and every Day of said event, Buyer will provide to Seller a forward looking Firm Load-Following Gas forecast by nominations cycle for each day of the Scheduled CINGSA Shut-In Event.

Once the Scheduled CINGSA Shut-In Event has been terminated, if deliveries and receipts of Firm Load-Following Gas during the Scheduled CINGSA Shut-In Event do not equal the Firm Daily Contract Quantity and Daily Call Option Gas, for the relevant time period, Buyer and Seller will work together to reschedule the under- or over-delivered Gas. This rescheduled Gas shall be delivered and received, unless otherwise requested by Seller, by the end of the Month.

2.7 Documentation. The Parties will document the commencement and termination of all sales and purchases of Gas, the Continuous Rate (including Period and Rate), the Delivery Point, and any modifications of the Continuous Rate (including Period and Rate) within a reasonable time after the applicable Operational Notice.

2.8 Adjustments to Firm Annual Contract Quantity. Buyer may increase or decrease its Firm ACQ each Contract Year as provided below. An adjustment to Firm ACQ permitted under this Section 2.8 terminates at the end of the applicable Contract Year and resets back to the base amounts in Section 2.3(A)(1) and 2.3(A)(2).

(A) Turn-Up and Turn-Down Options. At least 24 Months prior to the relevant Contract Year, Buyer may, by Regular Notice, apply an increase ("Turn-Up Option") or decrease ("Turn-Down Option") to the Firm ACQ.

(1) Turn-Up Option. Buyer may increase the Firm ACQ by up to 3,000 MMcf (the "Turn-Up Option Gas"). Turn-Up Option Gas shall be delivered at a Continuous Rate that is the volume of the Turn-Up Option Gas divided by the number of Days in the Contract Year. The Turn-Up Option is available to Buyer for any reason.

(2) Turn-Down Option. Buyer may decrease the Firm ACQ by up to 2,190 MMcf (the "Turn-Down Option Gas"). Turn-Down Option Gas shall reduce Firm ACQ on each Day by the volume of Turn-Down Option Gas divided by the number of Days in the Contract Year. The Turn-Down Option is available to Buyer for any reason.

Issuance of a Turn-Down Option will cause Buyer to incur a Turn-Down Option Fee as further set forth in Section 7.1.

(B) Minor Adjustment. In order to manage weather fluctuations and customer conservation, which may result in a high storage inventory, on or before any August 1 during the Term, in each Contract Year, Buyer may require, by Regular Notice to Seller, a decrease of not more than five percent (5%) to the then-applicable Firm ACQ, as set forth in Section (C) below, for the following Contract Year (each, a "Minor Adjustment Notice"). A Minor Adjustment Notice shall set forth the reasons for the notice, addressing the three factors set forth in the first sentence of this subsection.

(1) If Buyer provides such a Minor Adjustment Notice for the following Contract Year then the Firm ACQ shall be decreased as set forth in the Minor Adjustment Notice. The Firm DCQ shall be reduced on each Day by the volume of the Minor Adjustment divided by the number of Days in a Contract Year.

(2) Buyer may not provide a Minor Adjustment Notice which reduces the Firm ACQ for the purpose of or as the result of buying the amount by which the Firm ACQ is proposed to be reduced from a third party, the purchase of which is not included in Buyer's Forecast. Seller may require Buyer to provide documentation of compliance with this provision, and Buyer shall comply. For clarification, Buyer may not provide a Minor Adjustment Notice resulting from Buyer's purchases of Gas from a third party that are not included in Buyer's Forecast in the Months of the May, June, or July preceding the exercise of the Minor Adjustment, which results in a high storage inventory.

(3) If Buyer later determines Buyer needs to purchase all or a portion of the volumes reduced by a Minor Adjustment Notice, Buyer shall provide Seller reasonable Regular Notice and the option to supply those volumes to Buyer pursuant to the terms of this Agreement. In its sole discretion, Seller may agree to provide some or all of the requested volumes.

(4) If Buyer issues a Minor Adjustment Notice to Seller, it shall issue a similar notice to other gas suppliers contemporaneously to ensure that Seller is equally affected by such Minor Adjustment Notice.

(5) Issuance of a Minor Adjustment Notice will cause Buyer to incur a Minor Adjustment Fee, as further set forth in Section 7.1 below.

2.9 Market Out.

(A) From time to time, Buyer's public utility affiliate (ENSTAR Natural Gas Company) has experienced a loss of its customer base due to one or more customers initiating service with a third party for reasons beyond Buyer's reasonable control (a "Market Out" of certain volumes). "Market Out" does not include variations of demand due to weather fluctuations, customer conservation, or storage inventory. Buyer may experience one or more Market Out(s) during the Term.

(B) If a Market Out occurs in excess of one percent (1%) of Buyer's Forecast for one or more Contract Years during the Term, by Formal Notice Buyer will provide verification of such Market Out to Seller. With at least 60 Days' Formal Notice, Buyer may reduce its Firm Annual Contract Quantity and the corresponding Firm Daily Contract Quantities in the affected Contract Years in proportion to the Market Out volumes.

(C) If some or all of the Market Out returns to ENSTAR Natural Gas Company's customer base ("Market Return"), Buyer will provide notice and verification of such Market Return to Seller. Should Buyer need to purchase additional Gas to meet demand associated with Market Return, Buyer will first contact Seller by Formal Notice at least 60 Days prior to the anticipated Market Return or as soon as commercially practicable to purchase these volumes under this Agreement. Upon Seller's agreement, Buyer will increase its Firm Annual Contract Quantity and the corresponding Firm Daily Contract Quantities in the affected Contract Years in proportion to the Market Return volumes.

(D) Buyer and Seller will work together in good faith to make the necessary adjustments to the Firm Annual Contract Quantity and corresponding Firm Daily Contract Quantities to minimize the disruption to both Parties in the Contract Year that a Market Out or Market Return first appears, as well as in later Contract Years.

2.10 Royalty in Kind.

(A) If and to the extent that the Royalty Owner in any of Seller's oil and gas leases (including the State of Alaska) elects to take its Royalty in Kind under applicable laws, regulations, unit, or lease terms, then Seller will have the right, in its sole discretion, to reduce Seller's obligations under this Agreement in proportion to the amount of Seller's Gas which has been taken as Royalty in Kind.

(B) If Seller elects to reduce its obligations under this provision, then Seller will provide Formal Notice to Buyer within sixty (60) Days after Seller receives notice from the Royalty Owner that said Royalty Owner intends to take its

Royalty in Kind, setting forth the quantities of Firm Daily Contract Quantity Gas by which Seller will reduce its deliveries as a consequence of the Royalty Owner taking its Royalty in Kind.

(C) In the event a Royalty Owner elects to take Royalty in Kind, the Parties shall meet, discuss, and agree on the volumes remaining after the application of the Royalty in Kind taking.

2.11 Incidental Deviations and Imbalances.

(A) The Parties understand that the Cook Inlet Gas Pipeline System may be unable to deliver precisely the requested amount of Gas on any given day. The mutual intent of the Parties is to work toward assuring that the Daily delivered quantity of Gas for a given Day is within three percent of the Daily Contract Quantity for such Day.

(B) Buyer and Seller transport certain volumes of Gas on the Cook Inlet Gas Pipeline System, including KBPL, where Operational Balancing Agreements ("OBAs") have been adopted. Under effective OBAs, Buyer and Seller do not anticipate Incidental Deviations. However, Buyer and Seller include the provisions in this Section 2.11 in the event (a) the OBAs are no longer in effect on or after April 1, 2018, (b) the OBAs do not function as currently envisioned, or (3) the OBAs do not sufficiently handle Incidental Deviations. The remedy for Incidental Deviations will be adjustment through Imbalance Volumes scheduled as provided in Section 2.5(C).

(C) Imbalances at the end of a Contract Year (in either direction) will not be carried forward into the next Contract Year. Buyer will not be responsible to pay for any undelivered volumes of Gas.

2.12 Use of Gas. Buyer may use Gas sold and purchased pursuant to this Agreement for any purpose.

2.13 Buyer's Forecast. On or before October 1 of each Year, Buyer will give Seller an updated Buyer's Forecast for the next ten Years by Regular Notice. Buyer's Forecast is an estimate of (1) Requirements; (2) Gas that Buyer is obligated to purchase from each of Buyer's Gas suppliers; and (3) Gas that Buyer projects will be injected and withdrawn from CINGSA. Exhibit F is the template for Buyer's Forecast.

3. DELIVERY POINTS; TITLE; LIABILITY AND RISK OF LOSS; PIPELINES.

3.1 Delivery Points.

(A) Unless otherwise agreed between the Parties, the authorized delivery points (and any limitations associated with Delivery Points) are set forth in Exhibit G ("Delivery Points").

(B) Seller will use reasonable efforts to deliver Gas directly into Buyer's pipeline system. Buyer may request Gas to be delivered at specific Delivery Points and to otherwise minimize the costs payable by Buyer pursuant to Section 7.3, and Seller will work in good faith to honor such requests, in each case within the limitations of Seller's Gas production facilities, the requirements of Seller's other Gas sales agreements and Seller's ability to economically administer its business.

3.2 Title. Title to all Gas delivered by Seller and received by Buyer will pass at the Delivery Points. All liability and risk associated with the Gas will follow title.

4. TERM.

4.1 Term. The term of this Agreement shall commence on the Amended Effective Date, and unless sooner terminated under Section 4.2, end on the Amended Termination Date ("Term").

4.2 Financial Termination Events.

(A) Each of the following events is a "Financial Termination Event": (a) any Party makes an assignment of its rights under this Agreement for the benefit of bankruptcy creditors; (b) any Party defaults in its payment obligations under this Agreement and does not resolve the default, as provided in Section 8; (c) any Party commences, authorizes, or acquiesces in the commencement of a proceeding under any bankruptcy, insolvency, or similar law, or has such a proceeding commenced against it; or (d) any Party or any Party's parent company becomes bankrupt or insolvent, or is unable to pay its debts when due.

(B) If a Financial Termination Event described in Section 4.2(A) occurs, the defaulting Party shall provide Formal Notice of the Termination Event to the non-defaulting Party. Upon the occurrence of a Termination Event, and regardless of whether the defaulting Party provides the Formal Notice required in this Section 4.2, the non-defaulting Party shall have the right to immediately withhold or suspend deliveries or payment, and/or terminate this Agreement by providing a Formal Notice to the defaulting Party.

4.3 Reservations. Upon the occurence of a Financial Termination Event described in Section 4.2, each Party reserves all claims, rights, setoffs, counterclaims, and other defenses to which it is entitled under this Agreement including the resolution of disputes through arbitration (but not direct negotiations or mediation) set forth in Section 15.

5. MEASUREMENT.

5.1 Measurement. Unless agreed otherwise, each Delivery Point measurement station shall consist of (a) measuring equipment conforming to the requirements of American Gas Association Gas Measurement Committee Reports in effect as of the Amended Effective Date, or as amended or supplemented during the term of this Agreement, unless otherwise agreed by the Parties, (b) appurtenant facilities, (c) hydrometers, and (d) data telemetry equipment. Seller shall have access to each Delivery Point measurement station(s) at which Seller tenders Gas at reasonable hours and upon reasonable notice to Buyer, but Buyer will make all calibrations, measurements and adjustments. Buyer will make available to Seller, and will not charge Seller for access to, telemetry signals (pressure and flow Rates) on Buyer's and Buyer's Affiliates' systems, that Seller requires to manage its Gas supply and demand systems. Any new costs of acquiring or using the telemetry signals by Seller shall be paid by Seller. Seller shall, at its expense, provide continuous data showing Gas delivery Rates for each Delivery Point, if so requested by Buyer when such Delivery Point is owned, maintained and operated by Seller. Seller shall have the right to refuse to tender Gas for delivery to Buyer at any Delivery Point that is not operating properly or measuring volumes of Gas accurately; provided, that such refusal shall not alter Seller's obligations to make available and deliver Gas to Buyer under Section 2. For all Gas delivered at a Delivery Point that is not owned or operated by Buyer or Seller, the measurement standards in the tariff of the applicable delivery pipeline of the Cook Inlet Gas Pipeline System on the date of delivery will apply.

5.2 Inaccurate Meters. If a meter is out of service or registering inaccurately by a variation greater than one percent (1%), the volumes of Gas delivered shall be estimated:

(A) by using the volumes registered by the check meter or meters of Seller, if installed and accurately registering, or

(B) in the absence of estimation pursuant to clause (A), by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculations, or

(C) in the absence of estimation pursuant to both clause (A) and clause (B), then by estimating the quantity of deliveries based on deliveries during comparable Periods under similar conditions when the meter was registering accurately.

5.3 Testing. Buyer will test the accuracy of the measuring equipment at least once each Month. Buyer will give Seller reasonable advance notice so that Seller (or its designee) may conveniently witness the tests. If Seller notifies Buyer that it desires to test the accuracy of any measuring equipment, Buyer will test the accuracy of the measuring equipment promptly after such notification. Seller shall have the right to witness the calibrating, adjusting and testing of the measuring equipment. Buyer shall, on reasonable request of Seller, give its physical test and meter proving reports to Seller. If there is a dispute about any measurement, the Parties shall conduct a joint test that shall be dispositive. If the joint test reveals there is an error, Buyer shall pay all costs associated with the joint test. If the joint test reveals there was no error Seller shall pay all costs associated with the joint test.

5.4 **Correction.** If any measuring equipment is found to be inaccurate by less than one percent (1%), previous records of the equipment shall be considered accurate. If any measuring equipment is found to be inaccurate by more than one percent (1%), any previous records of that equipment will be corrected to zero error for any Period known definitely or agreed upon. If a Period of inaccuracy is not definitely known or agreed upon by the Parties, the correction shall be made for a Period of one half (½) of the time elapsed since the date of the last test. The correction shall fully settle all claims based on the inaccuracy. Any measuring equipment found by test to be inaccurate, even if such error is less than one percent (1%), will immediately be adjusted or replaced, as appropriate, to measure accurately.

5.5 **Records.** Each Party shall preserve for a Period of at least six (6) Years records for amounts of Gas made available and purchased under this Agreement.

5.6 **Standards.** Buyer shall determine, or shall rely on the information provided by others to determine, the volumes of Gas received and purchased hereunder as follows:

(A) The unit of volume measurement shall be one Standard Cubic Foot of Gas with correction for temperature and pressure deviation from the Ideal Gas Laws according to ANSI/API 2530 or AGA Report No.8, as amended and as applicable.

(B) The average absolute atmospheric pressure shall be assumed to be fourteen and sixty-five hundredths (14.65) pounds per square inch for all measurement purposes, irrespective of actual elevation or location of any Receipt Point above sea level or variations in actual atmospheric pressure.

(C) The specific gravity of Gas shall be determined by the use of a spot test method or, if the Parties later agree in writing, by the use of a recording gravitometer generally accepted in the industry. If a recording gravitometer is used, the arithmetic average of the specific gravity of Gas flowing through the meters shall be used in computing Gas volumes. If a spot test method is used, the specific gravity of the Gas shall be determined at quarterly intervals, or more often if changes in specific gravity indicate that such determination is necessary. Any such test shall determine the specific gravity to be used in determining the volumes of Gas delivered and purchased hereunder effective the first Day of the Month following the date of such test and shall be used until the results of a subsequent test become effective.

(D) The temperature of Gas shall be determined by a recording thermometer so installed that it will record the temperature of the Gas flowing through the meters. The average of the recorded temperatures to the nearest one degree Fahrenheit (1°F) obtained while Gas is being delivered on any Day shall be used in computing the volumes of Gas made available to Buyer by Seller on such Day.

(E) Seller shall have the right to audit Buyer's records of the volumes of Gas made available and taken hereunder for up to two (2) Years following delivery of such Gas to Buyer.

5.7 Check Meters. Seller and Buyer shall have the right to operate and maintain check meters and other test equipment and devices at or near any Delivery Point at the sole expense of the Party who installs the check meters.

6. QUALITY.

Seller warrants all Natural Gas delivered to the Delivery Point will be of a pressure, condition, and quality set forth in Exhibit H. Buyer may cease or curtail receipt of Gas delivered by Seller which does not meet the Gas Quality Specifications set forth in Exhibit H. If Buyer exercises this right, Buyer shall provide Operational Notice at or within a reasonable time after Buyer ceases or curtails receipt of Gas delivered by Seller.

7. SALES PRICE; COST ALLOCATION; STATE'S ROYALTY SHARE.

7.1 The Sales Price for Firm Daily Contract Quantity Gas, Daily Call Option Gas, and Needle Peak Option Gas is set forth below.

(A) For Contract Year 1, the Sales Price for Gas purchased and sold pursuant to this Agreement shall be $7.55/Mcf.

(B) For Contract Years 2 through 13, the Sales Price for Gas purchased and sold pursuant to this Agreement will be subject to modification each Contract Year based on the following succession of calculations, which are further detailed in Exhibit N:

(1) Step 1: Determine Price Index Annual Average Values. Obtain the monthly observation values for each Price Index and calculate the annual average values for the two Years preceding the applicable Contract Year. Each Price Index will have its own Price Index Annual Average Value for both Years used in calculations above.

(2) Step 2: Determine Price Index Change Values. Calculate the amount by which the Price Index Annual Average Values have changed between the previous two Years for each Price Index. Each Price Index will have its own Price Index Change Value.

(3) Step 3: Determine Price Index Change Percentages. Calculate the percentage of change of the Price Index Annual Average Values by dividing the Price Index Change Value by the Price Index Annual Average Value of the Year prior to the Year preceding the Contract Year. Each Price Index will have its own Price Index Change Percentage.

(4) Step 4: Determine Annual Price Modifier. Calculate the average of the Price Index Change Percentages calculated in Step 3.

i. The Annual Price Modifier is limited to a maximum of positive one-and-one-half percent (1.5%) and a minimum of negative one percent (-1%).

(5) Step 5: Determine Sales Price. Calculate the Sales Price by multiplying the prior Contract Year's Sales Price by one (1) plus the Annual Price Modifier (as determined in Step 4 above).

i. The Sales Price for all Contract Years is limited to a minimum of $7.55 per Mcf (the "Sales Price Floor") and a maximum of $8.89 per Mcf (the "Sales Price Ceiling").

(6) References. If (i) certain data or information for the Price Indexes is no longer available, or (ii) any Party, based on reasonable evidence, believes in good faith that (A) such data or information has been computed or published in error, or (B) the basis of calculating or reporting such data or information has changed so as to materially alter the validity of the Price Index Value determination as originally contemplated, then either Party may notify by Regular Notice the other Party of such deficiencies or beliefs. The Parties will meet within five (5) Days after notice is received by the receiving Party and will determine if the deficiencies or beliefs are valid and, to the extent they are, will agree to appropriate modifications to Price Index Value. If the Parties do not resolve the dispute within fifteen (15) Days after the meeting, either Party may seek to resolve the dispute in accordance with Section 15.5.

(C) Sales Price Determination. By February 20, Seller will provide to Buyer its calculation of the Sales Price for the following Contract Year. Within ten (10) Days of receipt of Seller's calculation, Buyer will notify Seller, by

Regular Notice, of its agreement or its reasons for any objections to Seller's calculation and will include Buyer's calculation of the Sales Price. The Parties will meet within five (5) Days of Seller's receipt of Buyer's Regular Notice to attempt to agree on the Sales Price. If the Parties do not resolve the dispute within fifteen (15) Days after the meeting, either Party may seek to resolve the dispute in accordance with Section 15.5.

(D) Delayed Determination of Price. If the Parties are unable to agree on the Sales Price applicable to any Contract Year by the 20th) Business Day of such Contract Year, the Sales Price in effect for the immediately preceding Contract Year will be used for the purposes of Section 7.1 until the Sales Price for such Contract Year is mutually agreed upon by Buyer and Seller or otherwise resolved in accordance with Section 15.5. Once the Sales Price is determined, Seller will, within thirty (30) Business Days, provide Buyer with a statement setting forth the corrected amounts due Seller with respect to Gas made available by Seller and taken by Buyer on and after the beginning of the applicable Contract Year, as well as any interest accrued and due.

(E) Needle Peak Reservation Fee. The Needle Peak Reservation Fee is $4 million per each Contract Year in which Buyer exercises the entire Needle Peak Call Option. The Needle Peak Reservation Fee will be billed monthly based on the schedule below:

Month	**Monthly Charge %**	**Needle Peak Reservation Fee**
Apr	5%	$ 200,000
May	5%	$ 200,000
Jun	5%	$ 200,000
Jul	5%	$ 200,000
Aug	5%	$ 200,000
Sep	5%	$ 200,000
Oct	5%	$ 200,000
Nov	11%	$ 440,000
Dec	15%	$ 600,000
Jan	15%	$ 600,000
Feb	13%	$ 520,000
Mar	11%	$ 440,000
	100%	$ 4,000,000

(1) The Needle Peak Reservation Fee will be modified proportionally to reflect the Adjusted Needle Peak Rate as set forth in Section 2.3(C). If less than the entire Needle Peak Call Option volume is available to Buyer, the adjusted Needle Peak Reservation Fee shall

be \$200.00 per MMcfpd multiplied by the Adjusted Needle Peak Rate.

(F) Call Gas Carrying Charge. The Call Gas Carrying Charge is \$1.00 per Mcf and shall be applied to Unpurchased Minimum Call Gas volumes. The Call Gas Carrying Charge for the previous Contract Year will be billed in full in the first Month of the following Contract Year.

(G) Minor Adjustment Fee. In a Contract Year in which Buyer only exercises a Minor Adjustment but not its Turn-Up or Turn-Down Option, the Minor Adjustment Fee shall be as follows:

(1) Any reduction in volume from 1 Mcf to 625,000 Mcf will be charged at \$160,000.
(2) Any reduction in volume from 625,001 Mcf to 1,250,000 Mcf will be charged at \$330,000.
(3) The Minor Adjustment Fee will be billed in the first Month of the Contract Year to which the Minor Adjustment applies.

(H) Turn-Down Option Fee. In a Contract Year in which Buyer exercises a Turn-Down Option, but no Minor Adjustment, the Turn-Down Option Fee shall be as follows:

(1) Any reduction in volume from 1 Mcf to 1,095,000 Mcf will be charged at \$290,000.
(2) Any reduction in volume from 1,095,001 Mcf to 2,190,000 Mcf will be charged at \$570,000.
(3) The Turn-Down Option Fee will be billed in the first Month of the Contract Year to which the Turn-Down Option Fee applies.

(I) Adjusted Turn-Down Option Fee. In a Contract Year in which Buyer exercises a Turn-Down Option, and has also exercised a Minor Adjustment, the Adjusted Turn-Down Option Fee shall be as follows:

(1) Any reduction in volume from 1 Mcf to 1,665,250 Mcf will be charged at \$450,000.
(2) Any reduction in volume from 1,665,251 Mcf to 3,330,500 Mcf will be charged at \$900,000.
(3) The Adjusted Turn-Down Option Fee will be billed in the first Month of the Contract Year to which the Turn-Down Option and Minor Adjustment apply.

(J) Adjusted Turn-Up Option Fee. In a Contract Year in which Buyer exercises a Turn-Up Option, and has also exercised a Minor Adjustment, the Adjusted Turn-Up Option Fee shall be as follows:

(1) Any reduction in volume from 1 Mcf to 700,000 Mcf will be charged at $200,000.
(2) Any reduction in volume from 700,001 Mcf to 1,400,000 Mcf will be charged at $390,000.
(3) The Adjusted Turn-Up Option Fee will be billed in the first Month of the Contract Year to which the Turn-Up Option and Minor Adjustment apply.

7.2 **Costs Allocated to Seller.** Seller is responsible for the following costs relating to Gas sold or moved under this Agreement:

(A) Gas development, production, separation, dehydration, and other processing;

(B) Facility construction, operation, and maintenance;

(C) Gas gathering, treatment, and compression necessary to meet pipeline specifications and pressures;

(D) Costs other than Transportation Costs to move Gas to a Delivery Point, including in-kind fuel charges for lost and unaccounted for Gas and fuel Gas;

(E) Lessor royalties, overriding royalties, production payments, and other payments of any kind (other than taxes) due to third parties upon the production and sale of the Gas at the applicable Sales Price, but not including Excess Royalties; and

(F) Severance and/or production taxes at the tax rates and under the laws and rules in place on the Amended Effective Date, but not including Excess Taxes.

7.3 **Costs Allocated to Buyer:** Buyer is responsible for the following costs relating to Gas sold under this Agreement:

(A) Transportation Costs to, at, from, and after delivery at a Delivery Point, including reimbursement of Transportation Costs paid initially by Seller;

(B) Storage, facilities, equipment, operations, and maintenance costs after delivery at a Delivery Point;

(C) Taxes imposed on the Gas or Buyer's operations after a Delivery Point;

(D) Excess Royalties; and

(E) Excess Taxes.

7.4 Valuation of State's Royalty Share. Pursuant to AS 38.05.180(aa) and (bb), within thirty (30) Days after the execution of this Agreement and before any deliveries of Gas are made under this Agreement, Seller shall submit a written request to the Department of Natural Resources to enter into an agreement with Seller to accept the price for the Gas established in this Agreement as the value of the State of Alaska's royalty share of Gas production sold by Seller under this Agreement. The Parties shall use reasonable efforts and shall cooperate with one another and the State in seeking the State's approval of the request.

8. INVOICING; BUYER'S ASSURANCES.

8.1 Billing. By the twentieth (20th) Day of each Month, Seller shall give Buyer an invoice showing the following for the previous Month:

(A) the charge for the Gas sold and delivered and purchased and received under this Agreement, showing (1) the Firm Daily Contract Quantity Gas volumes times the applicable Sales Price, (2) the Daily Option Call Gas volumes (if any) times the applicable Sales Price, (3) the Needle Peak Call Option Gas volumes (if any) times the applicable Sales Price, (4) the Discretionary Gas volumes (if any) times the agreed sales price, and (5) any fees or charges assessed pursuant to Sections 7.1(E), (F), (G), (H), (I), and (J) above;

(B) the charge or credit for any Delivery Shortfall Volume or Receipt Shortfall Volume as provided and calculated in accordance with Section 2.4;

(C) the costs allocated to Buyer;

(D) any corrections for the previous or prior Months; and

(E) the total amount due from Buyer to Seller.

8.2 Payment.

(A) Buyer shall make payment to Seller within ten (10) Business Days of when the Buyer receives an invoice by Automated Clearing House ("ACH") or wire transfer to the account of Seller set out below. Upon thirty (30) Days' Formal Notice, Seller may designate a different financial institution or account to which Buyer will thereafter make payments.

Bank Name:	Amegy Bank
Bank ABA #:	113011258
Account Name:	Hilcorp Alaska, LLC
Account Number:	53484238

(B) Buyer may set-off against and withhold from amounts payable by Buyer to Seller any and all amounts that are due Buyer by Seller under this Agreement where such amounts have not been credited to Buyer in Seller's invoice.

(C) Buyer may, without prejudice to any claim or right, pay any disputed amount and must pay any undisputed amount. Disputes regarding payments shall be resolved as provided in Sections 4.2, 8.3, and 15.

8.3 Remedies for Non-Payment.

(A) Seller's Remedies. If Buyer fails to pay undisputed amounts to Seller for Gas within ten (10) Days after the invoice is received, in addition to any other remedy available, Seller may provide Formal Notice to Buyer of Buyer's non-payment of undisputed amounts. Buyer shall have two Business Days after receipt of the Formal Notice to cure the non-payment including interest under Section 8.4 below. If Buyer fails to cure the non-payment, Seller will have the right to cease or curtail deliveries under this Agreement until payment (and interest under Section 8.4 below) is received, which right will not prejudice Seller's rights to collect any sums due Seller (including interest under Section 8.4 below) for Gas previously delivered to Buyer hereunder or to terminate this Agreement pursuant to Sections 4.2 and 4.3.

(B) Buyer's Remedies. If Seller fails to pay Cover within ten (10) Days after the invoice is received, in addition to any other remedy available, Buyer may provide Formal Notice to Seller of Seller's non-payment. Seller shall have two Business Days after receipt of the Formal Notice to cure the non-payment including interest under Section 8.4 below. If Seller fails to cure the non-payment, Buyer will have the right to cease or curtail receipts under this Agreement until payment (and interest under Section 8.4 below) is received, which right will not prejudice Buyer's rights to terminate this Agreement pursuant to Sections 4.2 and 4.3.

8.4 Interest. Pending resolution of a billing dispute, if payment is not made within thirty (30) Days of invoice receipt, the unpaid balance shall bear interest, compounded Monthly, at the prime rate in effect at JPMorgan Chase Bank, NA, plus 1% on the first Day of each Month, or the maximum contract rate permitted by law, whichever is less, plus attorney's fee, court costs, and other costs in connection with the collection of unpaid amounts.

8.5 Assurances. Except as described in this Section 8.5, Buyer shall not be required to provide any assurance of payment to the other Party hereunder. If at any time during the Term, Buyer's credit rating (corporate or long-term senior unsecured debt) is below BBB- by Standard & Poor's or Baa3 by Moody's, upon Seller's request Buyer shall provide to Seller, within ten (10) Business Days of any such request, a letter of credit, a bond, a guaranty, or such other security in a form and in a sufficient amount as shall be satisfactory to Seller in its reasonable discretion, and Buyer shall maintain such security at its sole cost and expense for so long as the Buyer's credit rating is below BBB- by Standard & Poor's or Baa3 by Moody's. If and when Buyer's credit rating is equal to or above BBB- by Standard & Poor's and Baa3 by Moody's, Buyer may rescind, and Seller shall promptly release and (if applicable) deliver to Buyer, any such security.

9. WARRANTY OF TITLE.

Seller warrants title at the Delivery Point to all Gas delivered to Buyer hereunder and Seller's right to deliver the same, and agrees to hold Buyer harmless from, and indemnify it against, any and all loss, damage, cost, expense, or liability of whatsoever kind arising out of claims of third persons with respect to the title to such Gas, including costs, expenses, and reasonable attorney's fees incurred by Buyer in defending against any such claims.

10. FORCE MAJEURE.

10.1 Force Majeure Event. In the event either Party is rendered unable wholly or in part by the occurrence of a Force Majeure Event to perform its obligations under this Agreement, the obligation of such Party (other than payment of money), insofar as fulfillment of the obligation is affected by such Force Majeure Event, will be suspended during the continuance of any inability so caused, but for no longer Period, and such cause will, insofar as possible, be remedied with reasonable dispatch.

10.2 Force Majeure Defined. "Force Majeure Event" means any event that directly or indirectly renders a Party unable, wholly or in part, to perform or comply with any obligation, covenant or condition in this Agreement if the event, or the adverse effects of the event, is outside of the control of, and could not have been prevented by, the affected Party with reasonable foresight, at reasonable cost, and by the exercise of reasonable diligence in good faith, and is not attributable to the negligence or willful misconduct of the affected Party. Force Majeure Events include without limitation the following events (to the extent they otherwise satisfy the definition): (i) act of God, fire, lightning, landslide, earthquake, volcano activity, storm, hurricane, hurricane warning, flood, high water, washout, explosion, or well blowout; (ii) strike, lockout, or other industrial disturbance, act of the public enemy, war, military operation, blockade, insurrection, riot, epidemic, arrest or restraint by government of people, terrorist act, civil disturbance, or national emergency; (iii) the inability of the affected Party to acquire, or the delay on the part of the affected Party in acquiring employees able to safely staff operations during a pandemic, materials, supplies, machinery, equipment, servitudes, right of way grants, pipeline shipping capacity, easements, permits or licenses, approvals, or authorizations by regulatory bodies or oil and gas lessors needed to enable the Party to perform; (iv) breakage of or accident to machinery, equipment, facilities, or lines of pipe, and the repair, maintenance, improvement, replacement, test, or alteration to the machinery, equipment, facilities, or lines of pipewell blowout, or the partial or entire failure of a Gas well; or (v) act, order, or requisition of any governmental agency or acting governmental authority, or any governmental law, proration, regulation, or priority.

10.3 Notices. A Party experiencing a Force Majeure Event will notify the other Party by Formal Notice of the nature, extent, and estimated duration of the Force Majeure Event, if known, as soon as reasonably possible after it becomes reasonably aware of the occurrence of the event. In the event the Force Majeure Event is not a single point in time event, the Party experiencing the event will use commercially reasonable efforts to provide Formal Notice to the other Party as soon as practicable except the noticing Party will not be prejudiced in providing notice by the developing nature of the event. The Party experiencing the Force Majeure Event will update the other Party on a reasonably frequent basis but in no event less than once every five (5) Days thereafter by Formal Notice.

10.4 Diligence. The Party experiencing a Force Majeure Event shall exercise diligence in good faith to remedy the Force Majeure Event and resume full performance under this Agreement as soon as reasonably practicable (except that the settlement of strikes, lockouts, or other labor disputes or the restoration of a failed natural gas well shall be entirely within the discretion of the affected Party).

10.5 Extended Force Majeure Events. If the Party claiming the Force Majeure Event estimates that the Force Majeure Event will not be remedied for a Period of more than ninety (90) Days, the Parties shall meet within thirty (30) Days to agree upon a commercially reasonable course of action during the Period of the Force Majeure Event that is consistent with the intent of this Agreement. If the Parties are unable to agree upon a commercially reasonable course of action, either Party, upon sixty (60) Days' notice, may reduce Seller's and Buyer's obligations with respect to the affected portion of the Gas to be made available and taken hereunder; provided however, that the remaining provisions of this Agreement shall apply with respect to the portion of Seller's and Buyer's obligations that are not so reduced.

11. SELLER ASSURANCES.

11.1 Gas Reserves Opinion. On or before May 15 of each Year commencing in 2020, by Formal Notice Seller shall deliver to Buyer an opinion letter from the Engineer setting forth Seller's Gas Reserves in the Cook Inlet Area for the forward looking five year period starting the Contract Year following the May 15 notice. The Engineer's fees and expenses shall be paid by Seller. The letter must be based on sound geologic, economic, and other data, and must be consistent with sound engineering principles. The letter must conclude that Seller's Gas Reserves are sufficient to meet Seller's obligations to deliver the Firm Annual Contract Quantity and the maximum Daily Contract Quantities in Section 2.3(A)-(C) each Contract Year (including the Needle Peak Call Option Gas for the Current Contract Year if Buyer has acquired the Needle Peak Call Option for the current Contract Year) for the following five (5) Year period, assuming reasonable and prudent operations. The Engineer's Opinion Letter shall be substantially in the form set forth in Exhibit I.

11.2 Seller's Statement. On or before May 15 of each Year, by Formal Notice Seller shall deliver to Buyer a statement of Seller's Gas Reserves (as provided by the Engineer), the sum of Seller's Gas Sale Commitments, and a Forecast of Seller's Field Operations Gas to be used during the remaining Term, all as of January 1 of the Year in which the statement is submitted to Buyer. The Seller's Statement of Seller's Gas Reserves shall be substantially in the form set forth in Exhibit J.

11.3 Seller's Presentation. On or before May 15 of each Year, Seller shall make an oral presentation to Buyer outlining Seller's Gas Reserves and Development Plans. In the meeting, Buyer may include up to two recognized experts in oil and gas development in the Cook Inlet Area engaged by the Buyer to provide Buyer advice regarding Seller's Gas Reserves and Development Plans.

11.4 Seller's Delivery Point Forecast. On or before May 15 of each Year, by Formal Notice Seller shall provide Buyer a Delivery Point Forecast for the following Contract Year including the following items:

(A) For each Delivery Point directly into the APC Pipeline System:

(1) Anticipated volumes by Contract Year expected to be delivered to Buyer at each Delivery Point; and

(2) Anticipated maximum daily Rates at each Delivery Point.

(B) For each Delivery Point other than directly into Buyer's pipeline system, anticipated aggregate Rates for Gas expected to be delivered to Buyer on the east side of Cook Inlet, and anticipated aggregate Rates for Gas expected to be delivered to Buyer on the west side of Cook Inlet.

The Delivery Point Forecast shall be substantially in the form set forth in Exhibit K.

11.5 Seller's Pressure Forecast. On or before May 15 of each Year, by Formal Notice Seller shall provide Buyer a Pressure Forecast setting forth anticipated pressures for the following Contract Year at each Delivery Point directly into the APC Pipeline System. The Pressure Forecast shall be substantially in the form set forth in Exhibit L.

11.6 Seller's Third Party Sales Report. On or before May 15 of each Contract Year, by Formal Notice Seller shall provide Buyer a report for the prior Contract Year of the aggregate Monthly deliveries of Gas into the Cook Inlet Area by Seller to third parties, and for the current Contract Year a Forecast of aggregate maximum Daily delivery obligations for the following five (5) Year period to such third parties. The report shall be substantially in the form set forth in Exhibit M.

11.7 Utility Priority. This Agreement will not be subordinate to any of Seller's other agreements with third party Gas purchasers. In the event of a reduction in available Gas production such that Seller cannot meet its Firm commitments, Seller will prioritize deliveries of Gas to public utilities certificated pursuant to AS 42.05 *et seq*. Available Gas will be allocated pro rata among public utilities based on Firm Nominations for that nominations cycle. Nothing in this provision modifies the rights and obligations contained in Section 2.4.

12. REGULATORY COMMISSION OF ALASKA.

12.1 Submission. This Agreement must be approved by the RCA before Buyer purchases Gas hereunder. Buyer will submit this Agreement to the RCA for its consideration on or before April 15, 2020.

12.2 Buyer's Efforts & Seller's Cooperation. Buyer will use commercially reasonable efforts to obtain RCA Approval of this Agreement. Seller shall cooperate with and provide commercially reasonable assistance to Buyer in Buyer's obtaining RCA Approval of this Agreement; *provided, however,* that Seller need do nothing which may allow the RCA or another party to an RCA proceeding to require Seller to become a party to such proceeding, nor need Seller do anything that will expose Seller's employees or experts to being called as witnesses in an RCA proceeding.

12.3 RCA Orders. If the RCA issues an order that approves (conditionally or otherwise) this Agreement and imposes terms and conditions or modifications unacceptable to Buyer or Seller, each as determined in its sole and absolute discretion, Buyer or Seller shall attempt to negotiate in good faith mutually acceptable alternative provisions within thirty (30) Days of the RCA order. If the Parties cannot negotiate mutually acceptable provisions in that Period, either Buyer or Seller may terminate this Agreement upon Formal Notice to the other Party, such termination to take effect on the date outlined in any such written notice of termination. If RCA Approval has not been obtained by October 15, 2020, either Party may terminate this Agreement upon Formal Notice to the other Party, such termination to take effect on the date outlined in any such written notice of termination.

12.4 Approval. "RCA Approval" will be deemed to have occurred on the date that an RCA order approving the Agreement, including approval of recovering all costs resulting from this Agreement in the rates of Buyer's affiliate ENSTAR Natural Gas Company, without conditions or modifications unacceptable to the Parties, becomes final and is not subject to further reconsideration by the RCA.

13. INDEMNIFICATION.

13.1 Indemnification. Each Party will protect, defend, indemnify, and hold harmless the other from any and all liability and expense on account of all Claims arising from any act or accident including a failure to act, as to which and to the extent that the indemnifying Party was at fault in connection with the installation, presence, maintenance, and operation of property, equipment, and facilities of the indemnifying Party used in connection with or associated with the Gas delivered hereunder. This duty to protect, defend, indemnify, and hold harmless will survive the expiration or termination of this Agreement.

13.2 No Alteration of Cover Provisions. Nothing in this Section 13 shall add to, detract from or otherwise modify the provisions of this Agreement concerning the failure or refusal of Seller to deliver Gas or the failure or refusal of Buyer to receive Gas under this Agreement, for which the sole recourse and remedy is set forth in Section 2.4.

14. NOTICES.

14.1 Formal Notices.

(A) The following notifications and requests shall be sent by Formal Notice:

(1) Cover (Secs. 2.4(C) and 2.4(D));

(2) Market Out and Market Return (Sec. 2.9);

(3) Royalty in Kind Volume Reduction (Sec. 2.10(B));

(4) Termination Events (Secs. 4.2);

(5) Designation of Different Account for Payments (Sec. 8.2)

(6) Cessation of Gas Deliveries by Seller (Sec. 8.3);

(7) Force Majeure Event (Sec. 10.3);

(8) Gas Reserves Opinion (Sec. 11.1);

(9) Seller's Statement (Sec. 11.2);

(10) Seller's Delivery Point Forecast (Sec. 11.4);

(11) Seller's Pressure Forecast (Sec. 11.5);

(12) Seller's Third Party Sales Report (Sec. 11.6);

(13) Termination of Agreement after RCA Order (Sec. 12.3);

(14) Changes in contact information (Sec. 14.4);

(15) Direct Negotiation of a Dispute (Sec. 15.3);

(16) Mediation of a Dispute (Sec. 15.4);

(17) Arbitration of a Dispute (Sec. 15.5); and

(18) Cybersecurity Incident (Sec. 16.11).

(B) Formal Notice shall be provided as a written letter to the other Party and delivered by Email PDF with return receipt requested by Email.

(1) Formal Notice to Buyer shall be sent to each of the following:

Alaska Pipeline Company
Attn: President
Physical: 3000 Spenard Road
Anchorage, AK 99503
Mailing: P.O. Box 190288
Anchorage, AK 99519
Email: john.sims@enstarnaturalgas.com

Alaska Pipeline Company
Attn: Vice President and General Counsel
Physical: 3000 Spenard Road
Anchorage, AK 99503
Mailing: P.O. Box 190288
Anchorage, AK 99519
Email: moira.smith@enstarnaturalgas.com

Alaska Pipeline Company
Attn: Director, Gas Supply Operations
Physical: 3000 Spenard Road
Anchorage, AK 99503
Mailing: P.O. Box 190288
Anchorage, AK 99519
Email: inna.johansen@enstarnaturalgas.com

(2) Formal Notice to Seller shall be sent to each of the following:

Hilcorp Alaska, LLC

Attn: Senior Vice President
Physical: 3800 Centerpoint Drive, Suite 1400
Anchorage, AK 99503
Mailing: PO Box 244027
Anchorage, AK 99524-4027
Email: dwilkins@hilcorp.com

Hilcorp Alaska, LLC
Attn: General Counsel
Physical: 3800 Centerpoint Drive, Suite 1400
Anchorage, AK 99503
Mailing: PO Box 244027
Anchorage, AK 99524-4027
Email: dkemppel@hilcorp.com

Hilcorp Alaska, LLC
Attn: Vice President, Marketing and Business Development
Physical: 3800 Centerpoint Drive, Suite 1400
Anchorage, AK 99503
Mailing: PO Box 244027
Anchorage, AK 99524-4027
Email: kgibson@hilcorp.com

14.2 Regular Notices.

(A) The following notifications and requests shall be sent by Regular Notice:

(1) Acquisition of Needle Peak Call Option (Sec. 2.3(C));

(2) Discretionary Gas Agreements (Sec. 2.3(D));

(3) Rescheduling Gas (Sec. 2.6(C));

(4) Turn-Down or Turn-Up Option (Sec. 2.8(A));

(5) Minor Adjustment (Sec. 2.8(B));

(6) Buyer's Forecast (Sec. 2.13);

(7) Price Index Reference (Sec. 7.1(B)(6));

(8) Sales Price Determination (Sec. 7.1(C));

(9) Cybersecurity Incident (Sec. 16.11).

(B) Regular Notice shall be provided in writing by Email or Email PDF to the other Party, as appropriate.

(1) Regular Notice to Buyer shall be sent to both of the following:

Title:	Director, Gas Supply Operations
Email:	inna.johansen@enstarnaturalgas.com

Title:	Gas Control Supervisor
Email:	jason.westervelt@enstarnaturalgas.com

(2) Regular Notice to Seller shall be sent to both of the following:

Title:	VP Marketing & Business Development
Email:	kgibson@hilcorp.com

Title:	Senior Marketing Analyst
Email:	tertz@hilcorp.com

14.3 Operational Notices.

(A) All notifications and requests not addressed in Sections 14.1 or 14.2 shall be sent by Operational Notice.

(B) Operational Notice shall be provided by a telephone call to the other Party confirmed in writing by Email or Email PDF to the other Party, as appropriate.

(1) Operational Notice to Buyer shall be sent to first to the following:

Title:	Gas Control
Phone:	(907) 334-7788
Email:	enstar.gascontrol@enstarnaturalgas.com

If Gas Control is not immediately available, then Operational Notice shall be sent to:

Title:	Gas Control Supervisor
Phone:	(907) 334-7751
Cell:	(907) 441-0371
Email:	jason.westervelt@enstarnaturalgas.com

(2) Operational Notice to Seller shall be sent to first to the following:

Title:	Hilcorp Alaska Gas Scheduler
Phone:	(907) 777-8446

Email: hilcorpalaskagascontrol@hilcorp.com

If Hilcorp Alaska Gas Scheduler is not immediately available, then Operational Notice shall be sent to:

Title: Senior Marketing Analyst
Phone: (907) 777-8411
Cell: (907) 351-8283
Email: tertz@hilcorp.com

14.4 Changes in Contact Information. Either Party may designate changes in the contact information set forth in Sections 14.1, 14.2, and 14.3, by Formal Notice as provided in Section 14.1.

15. GOVERNING LAW; RESOLUTION OF DISPUTES.

15.1 Governing Law. This Agreement is governed by and interpreted under the laws of the State of Alaska, without regard to its choice of law rules. Arbitration shall be governed by the Revised Uniform Arbitration Act as adopted by the State of Alaska, AS 09.43.300 - .595 ("Arbitration Act"), except as modified in this Agreement.

15.2 Resolution of Disputes. Except as otherwise provided in Sections 2.4(H) and 4.2, before initiating litigation, the Parties shall work together in good faith to resolve any Dispute between them using direct negotiations and mediation as set out in this Section 15. While the procedures in this Section 15 are pending, each Party shall continue to perform its obligations under this Agreement, unless to do so would be impossible or impracticable under the circumstances.

15.3 Direct Negotiations. If a Dispute arises, a Party shall initiate the resolution process by giving Formal Notice setting out in writing and in detail the issues in Dispute and the value of the claim to the other Party. A meeting between the Parties, attended by individuals with decision-making authority, must take place within thirty (30) Days from the date the notice was sent in an attempt to resolve the Dispute through direct negotiations.

15.4 Mediation. If the Dispute cannot be settled by direct negotiations under Section 15.3 within thirty (30) Days of initiation of the resolution process, either Party may initiate non-binding mediation by giving Formal Notice to the other Party. The place of mediation shall be Anchorage, Alaska. The Parties shall select a mutually acceptable mediator within five (5) Business Days of the notice initiating mediation. The cost of the mediator shall be borne equally by the Parties.

15.5 Arbitration. If the Dispute is not resolved by mediation within thirty (30) Days from the date of the notice requiring mediation, or if the Dispute is unresolved within sixty (60) Days from the date of the notice requiring direct negotiations, then the Dispute shall be finally settled by binding arbitration and either Party may initiate such arbitration by giving Formal Notice to the other Party. The arbitration shall be conducted in accordance with The International Institute for Conflict Prevention & Resolution ("CPR") Rules for Non-Administered Arbitration ("CPR Rules"), except to the extent of conflicts between the CPR Rules at present in force and the provisions of this Agreement, in which event the provisions of this Agreement prevail. The CPR is the appointing authority. The place of arbitration shall be Anchorage, Alaska.

15.6 Procedure. The following provisions shall apply to any arbitration proceedings commenced pursuant to Section 15.5:

(A) The number of arbitrators shall be one if the monetary value of the Dispute is US $5,000,000 or less. The number of arbitrators shall be three if the monetary value is greater than US $5,000,000.

(B) The arbitrator or arbitrators must remain neutral, impartial and independent regarding the Dispute and the Parties. If the number of arbitrators to be appointed is one, that arbitrator, or the presiding arbitrator if the arbitrators are three, must be a lawyer experienced in the resolution of disputes with experience relating to the issues in dispute.

(C) The Parties waive any claim or right to recover for, and the arbitrator has or arbitrators have no power to award, incidental, consequential, punitive or exemplary damages. The arbitrator has or arbitrators have no authority to appoint or retain expert witnesses for any purpose unless agreed to by the Parties. The arbitrator has or arbitrators have the power to rule on objections concerning jurisdiction, including the existence or validity of this arbitration clause and existence or the validity of this Agreement.

(D) All arbitration fees and costs shall be borne equally regardless of which Party prevails. Each Party shall bear its own costs of legal representation and witness expenses.

(E) The arbitrator is or arbitrators are authorized to take any interim measures as the arbitrator considers or arbitrators consider necessary, including the making of interim orders or awards or partial final awards. An interim order or award may be enforced in the same manner as a final award using the procedures specified below. Further, the arbitrator is or arbitrators are authorized to make pre- or post-award interest at the interest rate specified in Subsection 8.4.

(F) The arbitrator or arbitrators must render a reasoned award in writing. This award shall be based upon a decision which must detail the findings of fact and conclusions of law on which it rests.

(G) The Dispute will be resolved as quickly as possible. The arbitrator's or arbitrators' award must be issued within three (3) Months from completion of the hearing, or as soon as possible thereafter.

(H) Proceedings to enforce a judgment entered on an award may be brought in any court having jurisdiction over the person or assets of the non-prevailing Party. The prevailing Party may seek, in any court having jurisdiction, judicial recognition of the award, or order of enforcement or any other order or decree that is necessary to give full effect to the award.

15.7 Judicial Proceedings.

(A) It is the Parties' explicit and abiding intention that all Disputes (except as otherwise provided in Section 4) be resolved using the three-step process of direct negotiations (Section 15.3), mediation (Section 15.4), and arbitration (Sections 15.5 and 15.6). This Section 15.7 concerning judicial proceedings does not create a right in either Party to avoid the Dispute resolution process noted in this Section 15.7(A). The inclusion of Section 15.7 is for the sole and exclusive purpose of setting forth the Parties' selection of jurisdiction, venue, and non-jury proceedings in the unlikely event that judicial proceedings are initiated and a court of competent jurisdiction determines that the Dispute in question in the judicial proceedings cannot be resolved by arbitration as provided in this Agreement.

(B) Except for proceedings to preserve property pending determination by the arbitrator or arbitrators, or to enforce an award, the mandatory exclusive venue for any judicial proceeding permitted in this Agreement is Anchorage, Alaska. The Parties consent to the jurisdiction of the state and federal courts in Anchorage, Alaska, and waive any defenses they have regarding jurisdiction.

(C) Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any judicial proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort, or otherwise.

15.8 Confidentiality.

(A) The Parties agree that any Dispute and any negotiations, mediation and arbitration proceedings between the Parties in relation to any Dispute shall be confidential and will not be disclosed to any third party.

(B) The Parties further agree that any information, documents or materials produced for the purposes of, or used in, negotiations, mediation or arbitration of any Dispute shall be confidential and will not be disclosed to any third party.

(C) Without prejudice to the foregoing, the Parties agree that disclosure may be made:

(1) In order to enforce any of the provisions of this Agreement including without limitation, the agreement to arbitrate, any arbitration order or award and any court judgment.

(2) To the auditors, legal advisers, insurers and affiliates of that Party to whom the confidentiality obligations set out in this Agreement shall extend.

(3) Where that Party is under a legal or regulatory obligation to make such disclosure, but limited to the extent of that legal obligation.

(4) With the prior written consent of the other Party.

(D) The Parties agree to submit to the jurisdiction of the state and federal courts in Anchorage, Alaska, for the purposes of any proceedings to enforce this Section 15.8.

16. MISCELLANEOUS.

16.1 Authority. Each Party represents to each other Party that it has the legal authority to enter into and perform this Agreement and each obligation assumed by such Party under this Agreement.

16.2 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or perform the intent and purposes of this Agreement or to show the ability to perform the intent and purposes of this Agreement.

16.3 No Duty to Third Parties. This Agreement is made for the sole benefit of the Parties and their respective successors and assigns. The Parties do not intend to create, and this Agreement will not be construed to create, by implication or otherwise, any rights in any other person or entity not a Party to this Agreement, and no such person or entity will have any rights or remedies under or by reason of this Agreement, or any right to the exercise of any right or power hereunder or arising from any default hereunder.

16.4 No Partnership. The execution and performance of this Agreement is not intended by the Parties to create and will not be construed to create any partnership or business association between the Parties.

16.5 Right to Examine Books and Records. Each Party to this Agreement, at its sole expense, will have the right to audit the books and records of the other Party relating to performance of this Agreement. All audits will be conducted in accordance with professional auditing standards and during normal business hours. The audited Party will fully cooperate with the auditing Party to accomplish the audit as expeditiously as possible. Each Party's right to audit will remain in effect until two (2) Years after termination or expiration of this Agreement.

16.6 Conflicts of Interest. Each Party represents and warrants to the other Party that said Party or its subcontractors, and its and their owners, shareholders, partners, directors, offices, employees, or other agents have neither paid, agreed to pay, nor will pay, any sums, kickbacks, or other such consideration to any owners, shareholders, partners, directors, offices, employees, or other agent of the other Party, or to any third party in connection with this Agreement, nor has any such payment or agreement for payment been requested or solicited by any such owners, shareholders, partners, directors, offices, employees, or other agents.

16.7 Binding Nature; Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Agreement shall run for the full term of this Agreement. This Agreement is assignable only with the prior written consent of the other Party, which consent will not be unreasonably withheld. No assignment for which written consent has been received will be effective until the assignee agrees in writing to assume and fully perform the terms of this Agreement.

16.8 Seller Not A Public Utility. Seller is not a public utility and nothing contained herein will be deemed as a dedication to the public of the Natural Gas, or any land, wells, pipelines, or other facilities, or any part thereof.

16.9 Confidentiality.

(A) The terms of this Agreement shall remain confidential between the Parties until such time the terms must be provided for regulatory purposes, for establishing royalty valuation pursuant to Section 7.4, or as provided in Seller's leases.

(B) The Party who receives the following documents or information from the other Party shall hold such documents or information as confidential through the Term and for five (5) Years thereafter:

(1) Buyer's Forecast provided under Section 2.13;

(2) Engineer's Opinion Letter provided under Section 11.1;

(3) Seller's Statement provided under Section 11.2;

(4) Seller's Delivery Point Forecast provided under Section 11.4;

(5) Seller's Pressure Forecast provided under Section 11.5;

(6) Seller's Report of Third Party Gas Sales provided under Section 11.6; and

(7) Seller's Presentation. In addition to the provisions of this Section 16.9, with respect to Seller's Presentation provided under Section 11.3, Seller may impose reasonable limitations on Buyer's personnel (numbers and positions) who have access to the information, and Seller may request that Buyer, its personnel and its experts execute a standard nondisclosure agreement.

(C) The obligations respecting confidentiality under this Section 16.9 will be deemed satisfied if each Party utilizes the same degree of care with respect to those obligations as such Party utilizes with respect to the confidential retention of its own highly proprietary information. Notwithstanding anything herein to the contrary, nothing in this Agreement shall restrict either Party's dissemination, disclosure or other use of its own information, whether or not such dissemination or disclosure by the other Party would constitute a breach of this Section 16.9.

16.10 Counterparts. This Agreement may be executed by the Parties in any number of counterparts and on separate counterparts, including electronic transmittals, each of which when so executed will be deemed an original, but all such counterparts, when taken together, will constitute but one and the same Agreement. In the event one Party executes the Agreement, and the other Party does not execute the Agreement within ten (10) Days of the first Party's execution, the execution of the Agreement by the first Party will be deemed null and void.

16.11 Cybersecurity. The Parties agree that performance of this Agreement may be threatened by a third-party encroachment on the informational or operational technology of either Buyer or Seller ("Cybersecurity Incident"). Cybersecurity Incidents include: (1) material attempts to gain unauthorized access to a system or its data; (2) unwanted disruption or denial of service; (3) the unauthorized use of a system for the processing or storage of data; and (4) changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent.

Parties agree to follow industry standard practices to ensure that effective cybersecurity controls are used and to take reasonable steps to protect proprietary extraction, processing, transportation, distribution, and delivery technologies and processes from a Cybersecurity Incident. Parties agree to carry a cybersecurity insurance policy with a minimum limit of US $5,000,000 per claim and in the aggregate, and each Party agrees to provide a certificate of same to the other Party within 30 Days of such request. Both Parties agree to provide Formal Notice within 24 hours to the other in the event of a Cybersecurity Incident. If such Cybersecurity Incident poses an immediate threat to Firm Gas Sales, the affected Party shall provide both a Regular and an Operational Notice to the other Party.

The remainder of the page intentionally left blank.

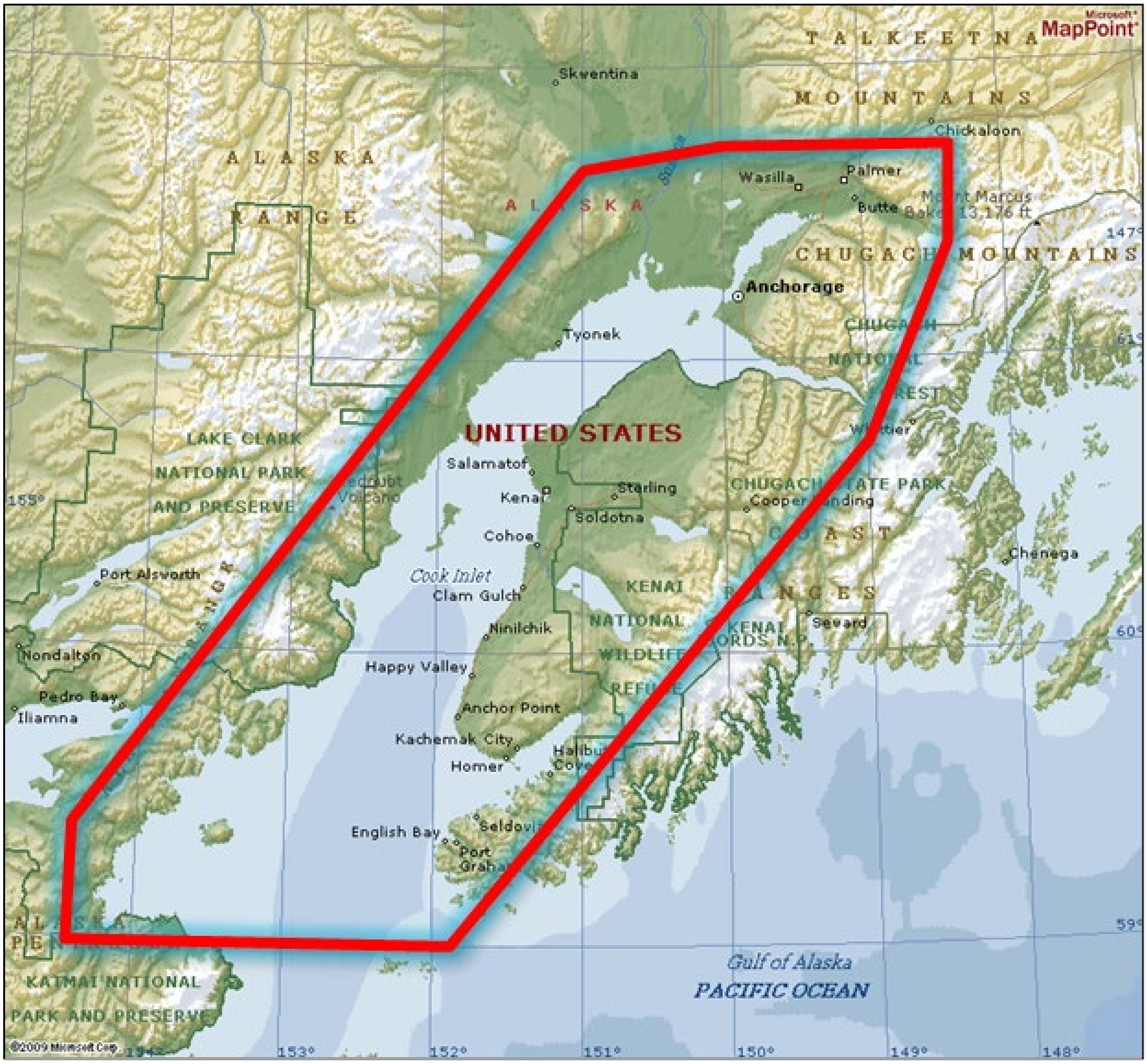
IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth in the preamble.

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS PROVISIONS REGARDING INDEMNITIES AND WARRANTIES THAT EXPRESS THE AGREEMENT OF THE PARTIES CONCERNING CLAIMS ARISING OUT OF THIS AGREEMENT.

HILCORP ALASKA, LLC	**ALASKA PIPELINE COMPANY**
Signature:	**Signature:**
Name: Greg Lalicker	**Name:** John D. Sims
Title: CEO	**Title:** President
Date: April 14, 2020	**Date:** 4.14.2020

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

Exhibit A
Map of Cook Inlet Area (Sec. 1.1)



AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

Exhibit B
Discretionary Gas Sales Form (Sec. 2.3(D))

Confirmation of Discretionary Gas Sale
(To Be Communicated through Regular Notice)

This Confirmation is made pursuant to Section 2.3(D) of the Amended and Restated Gas Sale and Purchase Agreement (APL-14) effective [·].

Date of Agreement to Discretionary Gas Sale: ________________________________

Date of First Delivery of Discretionary Gas: ________________________________

Date of Last Delivery of Discretionary Gas: ________________________________

Total Volume of Gas to be Sold under Confirmation: ___________________________

Daily Volume of Gas to be Sold under Confirmation: ___________________________

Sales Price: ____

Firm or Interruptible Nature of Discretionary Gas Sale: _________________________

Other terms of this sale (if any): _____________________________________

____

____

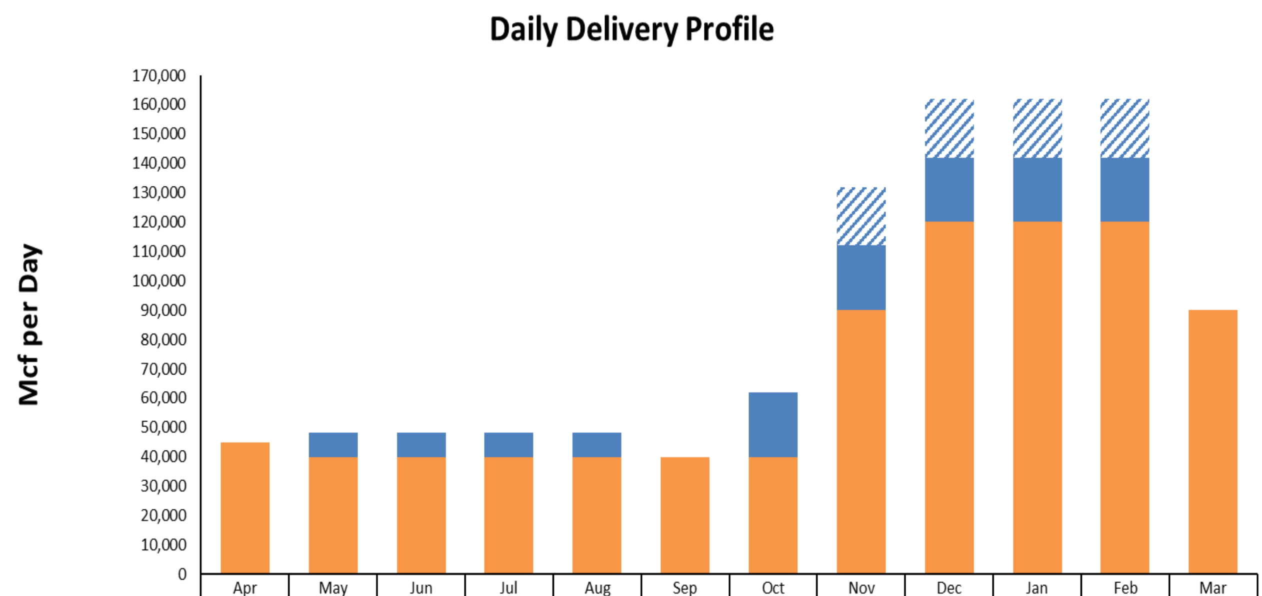
____

HILCORP ALASKA, LLC	**ALASKA PIPELINE COMPANY**
Signature:	**Signature:**
______________________________	______________________________
Name: ______________________	**Name:** ______________________
Title: ______________________	**Title:** ______________________
Date: ______________________	**Date:** ______________________

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

Exhibit C
Pro Forma Delivery Profile (Sec. 2.3(E))

This graph shows the maximum Daily volumes of the different categories of Gas to be made available for delivery from Seller to Buyer during the Months of each Contract Year. The volumes representing the Needle Peak Call Option are available at Buyer's election as provided in Section 2.3(C).



	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
DCQ (Total)	45,000	48,200	48,200	48,200	48,200	40,000	62,000	132,000	162,000	162,000	162,000	90,000
Needle Peak Call Option								20,000	20,000	20,000	20,000	
Call Option	0	8,200	8,200	8,200	8,200	0	22,000	22,000	22,000	22,000	22,000	0
Firm DCQ	45,000	40,000	40,000	40,000	40,000	40,000	40,000	90,000	120,000	120,000	120,000	90,000

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

Exhibit D
Section 2.4(C) Examples

Note: Per Section 2.4(F) the following examples do not include Incidental Deviations.

***Example 1*: During a given Contract Year, Buyer replaces 100,000 Mcf Delivery Shortfall Volume by purchasing gas from other Supplier(s).**

During a given Contract Year, Seller fails to deliver 100,000 Mcf of the applicable Daily Contract Quantity as scheduled, when the applicable Sales Price is $7.67 per Mcf. Buyer purchases 100,000 Mcf of Cover Gas from a third party to replace the Delivery Shortfall Volume at a price of $7.75 per Mcf. Seller is liable to Buyer for, and Buyer's sole remedy is, the purchase price paid by Buyer for such replacement Gas ($7.75 per Mcf) less the Sales Price applicable for that Contract Year ($7.67 per Mcf), subject to a cap equal to the Sales Price applicable that Contract Year ($7.67 per Mcf). Because the difference of $0.08 per Mcf is less than the $7.67 per Mcf cap, the $0.08 per Mcf is multiplied by the volume of the Cover Gas purchased (100,000 Mcf), for a total of $8,000.

Weighted average price of Delivery Shortfall Volume purchased:	$	7.75
Total Cost to replace Delivery Shortfall Volume:	$	775,000
Current Contract Year Sales Price:	$	7.67
Delivery Shortfall Value at Sales Price:	$	767,000
Amount owed from Seller to Buyer:	**$**	**8,000**

***Example 2*: During a given Contract Year, Buyer replaces 100,000 Mcf Delivery Shortfall Volume by purchasing gas from other Supplier(s).**

During a given Contract Year Seller fails to deliver 100,000 Mcf of the applicable Daily Contract Quantity as scheduled when the applicable Sales Price is $7.55 per Mcf. Buyer purchases 100,000 Mcf of Cover Gas from a third party to replace the Delivery Shortfall Volume at a price of $17.00 per Mcf. Seller is liable to Buyer for, and Buyer's sole remedy is, the purchase price paid by Buyer for such replacement Gas ($17.00 per Mcf) less the Sales Price applicable for that Contract Year ($7.55 per Mcf), subject to a cap equal to the Sales Price applicable that Contract Year ($7.55 per Mcf). Because the difference of $9.45 per Mcf is greater than the $7.55 per Mcf cap, Cover is limited to $7.55 per Mcf multiplied by the volume of the Cover Gas purchased (100,000 Mcf), for a total of $755,000.

Weighted average price of Delivery Shortfall Volume purchased:	$	17.00
Total Cost to replace Delivery Shortfall Volume:	$	1,700,000
Current Contract Year Sales Price:	$	7.55
Delivery Shortfall Value at Sales Price:	$	755,000
Amount owed from Seller to Buyer:	**$**	**755,000**

Example 3: **During a given Contract Year, Buyer replaces 100,000 Mcf Delivery Shortfall Volume by withdrawing from storage (CINGSA).**

During a given Contract Year Seller fails to deliver 100,000 Mcf of the applicable Daily Contract Quantity as scheduled when the applicable Sales Price is $7.55 per Mcf. During this period the Cost of Gas Withdrawn from Storage according to Buyer's Tariff §2301(3) is $8.10. Buyer implements the CINGSA Gas Substitution option and withdraws 100,000 Mcf of Cover Gas from CINGSA to replace the Delivery Shortfall Volume at $8.10 per Mcf. Seller is liable to Buyer for, and Buyer's sole remedy is, the Cost of Gas Withdrawn from Storage paid by Buyer for such replacement Gas ($8.10 per Mcf) less the Sales Price applicable that Contract Year ($7.55 per Mcf) subject to a cap equal to the Sales Price applicable that Contract Year ($7.55 per Mcf). Because the difference of $0.55 per Mcf is less than the $7.55 per Mcf cap, the $0.55 per Mcf is multiplied by the volume of the Cover Gas purchased (100,000 Mcf), for a total of $55,000.

Gas Stored Cost* :	$	8.10
Total Cost to replace Delivery Shortfall Volume:	$	810,000
Current Contract Year Sales Price:	$	7.55
Delivery Shortfall Value at Sales Price:	$	755,000
Amount owed from Seller to Buyer:	**$**	**55,000**

** Cost of Gas withdrawn from storage according to Section 2301 (3) in ENSTAR Tariff*

Example 4: **During a given Contract Year, Buyer replaces 100,000 Mcf Delivery Shortfall Volume by calling on Electric Utilities to alter their generation to allow Buyer to purchase that gas.**

During a given Contract Year Seller fails to deliver 100,000 Mcf of the applicable Daily Contract Quantity as scheduled when the applicable Sales Price is $7.55 per Mcf. Buyer is unable to purchase Cover Gas from a third party but calls on electric utilities to alter their generation to allow Buyer access to additional Gas. As a result, Buyer incurs Interruption Expenses for the use of an alternative fuel at the energy equivalent price of $12.75 per Mcf for the 100,000 Mcf of Gas required to replace the Delivery Shortfall Volume. Seller is liable to Buyer for, and Buyer's sole remedy is, the alternative fuel at the energy equivalent price paid by Buyer for such replacement Gas ($12.75 per Mcf) less the Sales Price applicable that Year ($7.55 per Mcf), subject to a cap equal to the Sales Price applicable that Year ($7.55 per Mcf). Because the difference of $5.20 per Mcf is less than the $7.55 per Mcf cap, $5.20 per Mcf is multiplied by the volume of the Cover Gas purchased (100,000 Mcf), for a total of $520,000.

Gas Replacement Cost:	$	8.00
Interruption Expense*:	$	4.75
Total Cost to replace Delivery Shortfall Volume:	$	1,275,000

** Interruption Expense per mcf will be calculated specifically as described in ENSTAR Tariff, Section 1205.*

Current Contract Year Sales Price:	$	7.55
Delivery Shortfall Value at Sales Price:	$	755,000
Amount owed from Seller to Buyer:	**$**	**520,000**

Example 5: **During a given Contract Year, Buyer attempts in good faith to buy 100,000 Delivery Shortfall Volume but is unable to do so within two months.**
During a given Contract Year Seller fails to deliver 100,000 Mcf of the applicable Daily Contract Quantity as scheduled when the applicable Sales Price is $7.55 per Mcf. Buyer attempts in good faith to buy Cover Gas from a third party to replace the Delivery Shortfall Volume, but is unable to do so for two Months. Seller is liable to Buyer for, and Buyer's sole remedy is, the Sales Price applicable that Year ($7.55 per Mcf) multiplied by the Delivery Shortfall Volume (100,000 Mcf), for a total of $755,000.

Current Contract Year Sales Price:	$	7.55
Delivery Shortfall Value at Sales Price:	$	755,000
Amount owed from Seller to Buyer:	**$**	**755,000**

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

Exhibit E
Section 2.4(D) Examples

Note: Per Section 2.4(F) the following examples do not include Incidental Deviations.

***Example 1*: During a given Contract Year, Seller replaces Receipt Shortfall Volume by selling gas to other Consumer(s) at a weighted average price lower than Sales Price.**

During a given Contract Year Buyer fails to purchase and take 100,000 Mcf of applicable Daily Contract Quantity as scheduled, when the applicable Sales Price is $7.55 per Mcf. Seller sells the entire 100,000 Mcf Receipt Shortfall Volume to a third party via Cover at a weighted average sales price of $6.25 per Mcf. Buyer is liable to Seller for, and Seller's sole remedy is, the positive difference between the Sales Price applicable that Year ($7.55 per Mcf) and the weighted average sales price received by Seller for such sales Gas ($6.25 per Mcf), or $1.30 per Mcf multiplied by the Receipt Shortfall Volume (100,000 Mcf), for a total of $130,000.

Weighted average price of Receipt Shortfall Volume sold:	$	6.25
Total Revenue from Receipt Shortfall Volume sold:	$	625,000
Current Contract Year Sales Price:	$	7.55
Receipt Shortfall Value at Sales Price:	$	755,000
Amount owed from Buyer to Seller:	**$**	**130,000**

***Example 2*: During a given Contract Year, Seller replaces Receipt Shortfall Volume by placing it into storage, then selling the gas a month later.**

During a given Contract Year Buyer fails to purchase and take 100,000 Mcf of applicable Daily Contract Quantity as scheduled, when the applicable Sales Price is $7.55 per Mcf. Seller is not able to sell the 100,000 Mcf of Receipt Shortfall Volume immediately and chooses to inject Gas into Seller's Gas storage facility. One Month later, the Seller sells the entire 100,000 Mcf Receipt Shortfall Volume to a third party via Cover at a weighted average sales price of $7.65 per Mcf. The costs associated with the injection and withdrawal of the sales Gas from Storage are $2.50 per Mcf. Buyer is liable to Seller for, and Seller's sole remedy is, the positive difference between the Sales Price applicable that Year ($7.55 per Mcf) and the weighted average sales price received by Seller for such sales Gas ($7.65 per Mcf), reduced by the storage costs ($2.50 per Mcf), or $2.40 per Mcf multiplied by the Receipt Shortfall Volume (100,000 Mcf), for a total of $240,000.

Weighted average price of Receipt Shortfall Volume sold:	$	7.65
Storage Costs:	$	2.50
Total Revenue from Receipt Shortfall Volume sold:	$	515,000
Current Contract Year Sales Price:	$	7.55
Receipt Shortfall Value at Sales Price:	$	755,000
Amount owed from Buyer to Seller:	**$**	**240,000**

Example 3: **During a given Contract Year, Seller replaces Receipt Shortfall Volume by selling to other Consumer(s) at a weighted average price higher than Sales Price.**

During a given Contract Year Buyer fails to purchase and take 100,000 Mcf of applicable Daily Contract Quantity as scheduled, when the applicable Sales Price is $7.55 per Mcf. Seller sells the entire 100,000 Mcf of Receipt Shortfall Volume to a third party via Cover at a weighted average sales price of $8.00 per Mcf. Because the sales price of $8.00 per Mcf is greater than the Sales Price applicable that Year ($7.55 per Mcf), Buyer is not liable to Seller to provide Cover for Receipt Shortfall Volumes.

Weighted average price of Receipt Shortfall gas sold:	$	8.00
Total Revenue from Receipt Shortfall Volume sold:	$	800,000
Current Contract Year Sales Price:	$	7.55
Receipt Shortfall Value at Sales Price:	$	755,000
Amount owed from Buyer to Seller:	**$**	**-**

Example 4: **During a given Contract Year, Seller attempts in good faith to sell the Receipt Shortfall Volume but is unable to do so within two months.**

During a given Contract Year Buyer fails to purchase and take 100,000 Mcf of applicable Daily Contract Quantity as scheduled, when the applicable Sales Price is $7.55 per Mcf. Seller attempts in good faith to sell the Receipt Shortfall Volume to a third party, but is unable to do so within two Months. Buyer is liable to Seller for, and Seller's sole remedy is, the Sales Price applicable that Year ($7.55 per Mcf) multiplied by the Receipt Shortfall Volume (100,000 Mcf), for a total of $755,000.

Current Contract Year Sales Price:	$	7.55
Receipt Shortfall Value at Sales Price:	$	755,000
Amount owed from Buyer to Seller:	**$**	**755,000**

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

Exhibit F
Template for Buyer's Forecast (Sec. 2.13)

ALASKA PIPELINE COMPANY
Buyer's Forecast

October 1, 2017

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Volume (Bcf)										
Buyer's Estimated Annual Gas Requirements	###	###	###	###	###	###	###	###	###	###
Contracted Volumes										
Hilcorp - APL4	###									
Hilcorp Alaska (UNOCAL)	###									
Hilcorp - APL12	###									
Hilcorp - APL14	###	###	###	###	###					
Buccaneer Energy - BUC1	###									
Contract "A"	###	###	###	###						
Contract "B"	###	###	###	###						
Contract "C"	###	###	###							
Total Purchases	###	###	###	###	###	###	###	###	###	###
Storage Injection	###	###	###	###	###	###	###	###	###	###
Storage Withdrawals	###	###	###	###	###	###	###	###	###	###
Net Change in Storage	###	###	###	###	###	###	###	###	###	###
Total Gas (Purchases + Net Change in Storage)	###	###	###	###	###	###	###	###	###	###
Undesignated (Gas Requirements - Total Gas)	###	###	###	###	###	###	###	###	###	###

Notes:

The Hilcorp Alaska UNOCAL contract is the agreement between Union Oil Company of California and Alaska Pipeline Company dated November 17, 2000.

The BUC1 contract is the agreement between Buccaneer Alaska, LLC and Alaska Pipeline Company dated August 10, 2011.

The APL4 contract is the agreement between Hilcorp Alaska, LLC and Alaska Pipeline Company dated May 1, 1988, as amended.

The APL12 contract is the agreement between Hilcorp Alaska, LLC and Alaska Pipeline Company dated July 1, 2013.

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

Exhibit G
Delivery Points (Sec. 3)

The following Delivery Points are authorized under this Agreement. Unless otherwise agreed by the Parties, Seller may deliver Gas sold under this Agreement at any Delivery Point listed herein.

- B602 Meter 189A (Pretty Creek)
- B603 Meters 168A & B (Lewis River)
- B604 Meter 600W-A (Stump Ivan)
  (Volumes from the above three meters may be nominated and accounted for as an aggregate volume, if mutually agreed upon by both Parties. APC West Side Pool.)

- K276 Meter 520 (Swanson River Field)
- K670 Meters 500, 502 & 505 (K-Beach)
- K671 Meter 1100 (Beaver Creek)
- K676 Meter 2200 (West Fork)
- K677 Meter 9100 (Sterling)
  (Volumes from the above five meters may be nominated and accounted for as an aggregate volume, if mutually agreed upon by both Parties. APC East Side Pool.)

- K687 Meter (Red Pad)
- B605 Meters 8101 & 8102
- K301 Meter 611 (Kasilof)
- K673 Meter 413/209
- K674 Meter 404
- K675 Meter 412
- K680 Meter 601
- K681 Meters 411 and 411B
- CINGSA Meter 415B
- B601 Meters 170A&B (Beluga River Unit)
- K685B Meter 614B

- KBPL Title Transfer (only if mutually agreed upon by both Parties)

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

Exhibit H
Gas Quality Specifications (Sec. 6)

The following are the Gas Quality Specifications for Gas sold and purchased under this Agreement:

Quality	**Specification**
Gross Heating Value	≥ 950 BTUs per Standard Cubic Foot; and ≤ 1,050 BTUs per Standard Cubic Foot.
Deleterious Matter	
General	Commercially free of dust, gum, gum forming constituents, or other liquid or solid matter that may separate from the Gas in transportation
Temperature	≤ 120° Fahrenheit
Water	≤ 4 pounds per MMcf
Hydrogen Sulfide	≤ 1 grain per 100 Standard Cubic Feet
Sulphur	≤ 20 grains of sulphur per 100 Standard Cubic Feet
Carbon Dioxide	≤ 3% by volume
Oxygen	≤ 1% by volume
Filtration	Passed through a .3 micron coalescing filter prior to delivery
Pressure	Gas shall be delivered at sufficient pressure to enter the pipeline for delivery at the Delivery Point

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

Exhibit I
Template for Engineer's Opinion Letter (Sec. 11.1)

[Engineer Firm Letterhead]

[Date]

[Kenai Asset Team Leader]
Hilcorp Alaska, LLC
3800 Centerpoint Drive, Suite 1400
Anchorage, Alaska 99503

Dear [Kenai Asset Team Leader]:

In accordance with your request, we have conducted a review of certain oil and gas properties located in Cook Inlet, Alaska. It is our understanding that, pursuant to the terms of the Amended and Restated Gas Sales Agreement (GSA) effective [·], between Hilcorp Alaska, LLC (HA) and Alaska Pipeline Company (APC), HA must provide a letter verifying that it can meet its gas deliverability commitments (referred to herein as the Seller's Commitments).

The purpose of this review is to comment on HA's ability to meet anticipated gas volume and deliverability obligations as specified in the GSA from [insert 5 year period under review]. Our review is based on our estimates of gas volumes to be produced from Beaver Creek, Beluga River, Cannery Loop Unit, Granite Point, Ivan River, Kenai, McArthur River, Middle Ground Shoal, Ninilchik, North Trading Bay Unit 800, Swanson River, and Trading Bay Fields, Alaska.

We conducted our review on or about the date of this letter. It should be understood that this review is neither an audit nor a reserves evaluation. This review has been prepared in accordance with the guidelines set forth in the 2007 Petroleum Resources Management System approved by the Society of Petroleum Engineers (SPE). Gas volumes shown in this report should not be construed as reserves, contingent resources, or prospective resources.

The following table sets forth preliminary forecasts of annual gas deliverability requirements from HA as set forth in the GSA.

Gas Deliverability Requirements

Year	Number of Days	Annual MMCF	Average Daily MMCFD	Maximum Daily MMCFD(1)
2018	365	26,764	73.33	142
2019	365	26,764	73.33	142
2020	366	26,906	73.51	142
2021	365	26,764	73.33	142
2022	365	26,764	73.33	142

(1) The Maximum Daily MMCFD fluctuates between 40 during the summer months and 142 during the winter months. Upon acquisition of the Needle Peak Option by ENSTAR for a Contract Year, Maximum

Daily (MMCFD) will be adjusted to 162 MMCFD for up to 25 Days during the months of December, January, and February during that Contract Year.

Gas volumes are expressed in millions of cubic feet (MMCF) or millions of cubic feet per day (MMCFD) at standard temperature and pressure bases.

It is our opinion that the Seller's Commitments are (1) based on sound geologic, economic, and other data and (2) consistent with that data and the GSA. It is also our opinion that HA will be able to meet its gas volume and deliverability obligations under the GSA in a manner consistent with sound engineering principles and reasonable and prudent operations.

We did not perform any field inspection of the properties, nor did we examine the mechanical operation of condition of the wells and facilities. We have not investigated possible environmental liability related to the properties.

Our review has been prepared in accordance with generally accepted petroleum engineering and evaluation principles set forth in the Standards Pertaining to the Estimating and Auditing of Oil and Gas Reserves Information promulgated by the SPE (SPE Standards). We used standard engineering and geoscience methods, or a combination of methods, including performance analysis, volumetric analysis, analogy, and material balance, that we considered to be appropriate and necessary to establish the conclusions set forth herein. As in all aspects of oil and gas evaluation, there are uncertainties inherent in the interpretation of engineering and geoscience data; therefore, our conclusions necessarily represent only informed professional judgment.

The data used in our review were obtained from HA, public data sources, and the nonconfidential files of [the Engineer] and were accepted as accurate. Supporting work data are on file in our office. We have not examined the titles to the properties or independently confirmed the actual degree or type of interest owned. The technical persons primarily responsible for conducting this review meet the requirements regarding qualifications, independence, objectivity, and confidentiality set forth in the SPE Standards. We are independent petroleum engineers, geologists, geophysicists, and petrophysicists; we do not own an interest in these properties nor are we employed on a contingent basis.

Sincerely,

[The Engineer]

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

Exhibit J
Template for Seller's Statement (Sec. 11.2)

-A-	-B-*	-C-	-D-
Seller's Gas Reserves	**Seller's Gas Sales Commitments**	**Forecast of Seller's Field Operations Gas**	**Available Gas Reserves**
###	###	###	###

* The volumes for Buyer are based on the most recent Buyer's Forecast.

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

Exhibit K
Template for Seller's Delivery Point Forecast (Sec. 11.4)

Delivery Points*	Anticipated Delivery Volumes	Anticipated Maximum Daily Rates
###	###	###
Total	###	###

* For each Delivery Point other than directly into Buyer's pipeline system, anticipated aggregate Rates for Gas expected to be delivered to Buyer on the east side of Cook Inlet, and anticipated aggregate Rates for Gas expected to be delivered to Buyer on the west side of Cook Inlet.

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

Exhibit L
Template for Seller's Pressure Forecast (Sec. 11.5)

Delivery Points*	Anticipated Delivery Pressure (PSIG)
###	###
###	###

* The Forecast provides the anticipated pressures at each Delivery Point directly into the APC Pipeline System.

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

Exhibit M
Template for Seller's Report of Third Party Gas Sales (Sec. 11.6)

Actuals		Forecast	
Month	**Monthly Deliveries of Gas***	**Month**	**Maximum Daily Delivery Obligations****
Apr-18	##	Apr-19	##
May-18	##	May-19	##
Jun-18	##	Jun-19	##
Jul-18	##	Jul-19	##
Aug-18	##	Aug-19	##
Sep-18	##	Sep-19	##
Oct-18	##	Oct-19	##
Nov-18	##	Nov-19	##
Dec-18	##	Dec-19	##
Jan-19	##	Jan-20	##
Feb-19	##	Feb-20	##
Mar-19	##	Mar-20	##

* Monthly deliveries of Gas is the aggregate Monthly deliveries of Gas into Cook Inlet Area by Seller to third parties.

** Maximum daily delivery obligations is the aggregate maximum Daily delivery obligations to third parties.

AMENDED AND RESTATED GAS SALE AND PURCHASE AGREEMENT

Exhibit N
Sales Price Calculation (Sec. 7.1)

The Annual Sales Price shall be calculated by in accordance with the following steps[1]:

Step 1: Determine Price Index Annual Average Values

	(a)	(b)	(c)	(d)	
		Index Observation Value			
		CUUR0000SA0L1E[2]	WPUFD49104[3]	WPSFD413[4]	
1	January 2020	254.638	114.7	114.5	
2	February 2020	255.783	115	114.8	
3	March 2020	256.61	115.4	115.2	
4	April 2020	257.025	115.6	115.5	
5	May 2020	257.469	115.8	115.7	
6	June 2020	257.697	116	116	
7	July 2020	257.867	116.2	116.3	
8	August 2020	258.012	116.3	116.5	
9	September 2020	258.429	116.3	116.6	
10	October 2020	259.063	116.9	116.9	
11	November 2020	259.105	117.1	117.1	
12	December 2020	259.083	117.1	117.1	
13	Annual Sum (Sum of Lines 1-12)	3090.781	1392.4	1392.2	No Rounding
14	Number of Months in a Calendar Year	12	12	12	
15	**Price Index Annual Average Value for the Year two Years preceding the Contract Year** (Line 13 divided by Line 14)	**257.57**	**116.03**	**116.02**	No Rounding
		Index Observation Value			
		CUUR0000SA0L1E[2]	WPUFD49104[3]	WPSFD413[4]	
16	January 2021	260.122	117.6	117.4	
17	February 2021	261.114	117.7	117.5	
18	March 2021	261.836	117.8	117.6	
19	April 2021	262.332	117.8	117.7	
20	May 2021	262.59	117.6	117.6	
21	June 2021	263.177	117.5	117.5	
22	July 2021	263.566	117.6	117.7	
23	August 2021	264.169	117.5	117.7	
24	September 2021	264.522	117.3	117.6	
25	October 2021	265.059	117.6	117.6	
26	November 2021	265.108	117.7	117.7	
27	December 2021	264.935	117.8	117.9	
28	Annual Sum (Sum of Lines 16-27)	3158.53	1411.5	1411.5	No Rounding

29	Divided by # of Months	12	12	12	
30	**Price Index Annual Average Value for the Year preceding the Contract Year** (Line 28 divided by Line 29)	**263.21**	**117.63**	**117.63**	No Rounding

Step 2: Determine Price Index Change Values

	(a)	(b)	(c)	(d)	
	Index	CUUR0000SA0L1E[2]	WPUFD49104[3]	WPSFD413[4]	
31	Price Index Annual Average Value for the Year two Years preceding the Contract Year (Line 15)	257.57	116.03	116.02	No Rounding
32	Price Index Annual Average Value for the Year preceding the Contract Year (Line 30)	263.21	117.63	117.63	No Rounding
33	Price Index Change Values (Line 32 less Line 31)	5.65	1.59	1.61	No Rounding

Step 3: Determine Price Index Change Percentages

34	Price Index Change Percentage (Line 33 divided by Line 31)	2.19%	1.37%	1.39%	No Rounding

Step 4: Determine Annual Price Modifier

35	Average of Price Index Change Percentages (Sum of Line 34 col (b), (c), and (d) divided by 3)	1.65%	No Rounding
36	Annual Price Modifier Minimum	-1.00%	
37	Annual Price Modifier Maximum	1.50%	

If an Average of Price Index Change Percentages is equal to or less than negative one percent (-1%), the Annual Price Modifier will be limited to negative one percent (-1%). If an Average of Price Index Change Percentages is equal to or greater than positive one-and-one-half percent (1.5%), the Annual Price Modifier will be limited to one-and-one-half percent (1.5%). Otherwise, the Average of Price Index Change Percentages will be the Annual Price Modifier.

38	**This Contract Year's Annual Price Modifier**	$\boxed{1.50\%}$	No Rounding

Step 5: Determine Sales Price

		Sales Price	
39	Prior Contract Year Sales Price	$7.55	
40	Annual Price Modifier	1.50%	No Rounding
41	Apply Annual Price Modifier to Prior Contract Year Sales Price (Line 39 times (1+Line 40))	$7.66	Rounded to Two Decimal Places
42	Sales Price Ceiling	$8.89	
43	Sales Price Floor	$7.55	

If calculated Sales Price is equal to or less than $7.55, the Sales price will be $7.55. If a calculated Sales Price is equal to or greater than $8.89, the Sales Price will be $8.89. Otherwise, the calculated Sales Price will be the Sales Price for the upcoming Contract Year.

44	**Final Sales Price**	**$7.66**	Rounded to Two Decimal Places

Note 1: These index values are for illustrative purposes only. The outcome had not occurred at the time of the illustration. These values are forward looking, and are not intended to be accurate.

Note 2: CPI for All Urban Consumers (CPI-U) All items less food and energy in U.S. city average, all urban consumers, not seasonally adjusted.
https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SA0L1E

Note 3: PPI Commodity data for Final demand goods less foods and energy, not seasonally adjusted.
https://beta.bls.gov/dataViewer/view/timeseries/WPUFD49104

Note 4: PPI Commodity data for Final demand goods less foods and energy, seasonally adjusted.
https://beta.bls.gov/dataViewer/view/timeseries/WPSFD413

FIFTH AMENDMENT TO GAS SALES AGREEMENT

This Fifth Amendment to the Gas Sales Agreement (the "Fifth Amendment") is made this 15th day of June, 2022, by and between Alaska Pipeline Company, a wholly-owned subsidiary of SEMCO Energy, Inc., a Michigan corporation ("Buyer"), and Furie Operating Alaska, LLC, a Delaware limited liability company ("Seller"), and amends that Gas Sales Agreement between Furie Operating Alaska, LLC and Alaska Pipeline Company dated February 26, 2016 (as amended on September 13, 2017, April 25, 2019, February 13, 2020, and April 15, 2021) (the "GSA").

RECITALS

A. WHEREAS, Buyer and Seller entered into the GSA and it was approved by the Regulatory Commission of Alaska ("Commission") in LO# L1600193 on April 25, 2016. The first amendment was approved by the Commission in LO# L1700450 on October 31, 2017, the second amendment was approved in LO# L1900468 on December 23, 2019, the third amendment was approved in LO# L2000142 on April 9, 2020, and the fourth amendment was approved in LO# L2100175.

B. WHEREAS, Buyer and Seller now wish to amend the GSA under the terms and conditions of this Fifth Amendment.

C. WHEREAS, Buyer seeks gas supply reliability and optionality in order to meet its responsibility to the public in a timely manner and without undue risk to the public. Subject to the terms of this Fifth Amendment, Seller agrees to perform operations to enhance production so it can offer additional purchase options to allow Buyer the opportunity to secure additional gas over the remaining Term of the GSA.

D. WHEREAS, Seller commits to providing Buyer quarterly updates of capital expenditures on the Water System and on expenses to increase available production from the Kitchen Lights Unit.

E. WHEREAS, Buyer and Seller adopt the terms and conditions set forth herein to govern this transaction.

AGREEMENT

I. **Effective Date; Conditions to Effectiveness.** This Fifth Amendment shall be deemed effective as of the date on which the Commission approves the amendment ("Fifth Amendment Effective Date").

II. **Amendments to the GSA.** As of the Fifth Amendment Effective Date, the Buyer and Seller agree to amend the GSA as follows:

1. **Amendment to Article 1 (Definitions) of the GSA:**

a. *Section 1.1 (Defined Terms) is amended to insert the following:*

"Annual Price Modifier" shall mean the Price Index Change Percentage for the Price Index. The Annual Price Modifier is limited to a maximum of positive six percent (6%) and a minimum of negative six percent (-6%).

"Excess Royalties" means royalties (including interest and penalties thereon) in excess of those payable on the sale of the Gas at the applicable Sales Price due to a attributed to the Gas under the applicable oil and gas lease which is higher than the contract price. "Excess Royalties" do not include royalties, interest or penalties thereon which are determined after audit to be due on the sale of the Gas at the applicable Sales Price.

"Excess Taxes" means taxes (including interest and penalties thereon) in excess of those payable under tax law as of the Amended Effective Date, on the production or severance of the Gas or the sale of Gas at the applicable Sales Price. "Excess Taxes" do not include taxes, interest or penalties thereon which are determined after audit to be due under tax law as of the Amended Effective Date, on the production or severance of the Gas or the sale of the Gas at the applicable Sales Price. "Excess Taxes" also do not include any reductions, delays in payment, limitations, or other changes of tax credits afforded oil and gas operators set forth in AS 43.55.023, AS 43.55.024, or AS 43.55.025 which are passed into law after the Amended Effective Date.

"Price Index" shall mean Consumer Price Index for All Urban Consumers (CPI-U) Alaska, Series Id CUURS49GSA0, as published by the U.S. Bureau of Labor Statistics.

"Price Index Annual Average Value" shall mean the calculated annual average of the Price Index using published bimonthly observation values.

"Price Index Change Percentage" shall mean the percentage of change in the Price Index Annual Average Values. It is calculated by dividing the Price Index Change Value by the Price Index Annual Average Value of the Year prior to the Year preceding the Contract Year.

"Price Index Change Value" shall mean the amount by which the Price Index Annual Average Values have changed between the previous two Years.

"Sales Price Ceiling" is $8.37/Mcf.

"Sales Price Floor" is $7.70/Mcf.

2. Amendment to Article 2 (Sale and Purchase of Gas) of the GSA:

a. *The table in Section 2.1(a) is amended and restated to add the Annual Contract Deliveries during Contract Years 6, 7, and 8:*

Contract Year Beginning	Annual Contract Quantity (Bcf)
April 1, 2023	1.098
April 1, 2024	.547
April 1, 2025	Up to 5.475*

*Furie to communicate, by Formal Notice, Annual Contract Quantity for April 1, 2025-March 31, 2026 by December 10, 2023 based upon results of 2023 well work program.

b. *The table in Section 2.1b is amended and restated to add the Firm Daily Contract Quantities during Contract Years 6, 7, and 8:*

Contract Year Beginning	Firm Daily Contract Quantities (MMcfd)
April 1, 2023	3.00
April 1, 2024	1.50
April 1, 2025	Up to 15.00*

*Furie to communicate, by Formal Notice, Firm Daily Contract Quantities by December 10, 2023 for April 1, 2025-March 31, 2026 based upon results of 2023 well work program.

c. *Section 2.2 is amended to add the following:*

Buyer has the right of first refusal for any daily volumes of gas available for sale ("ROFR Gas") (1) up to an additional 3.0 MMcfd (for a total of no more than 6.0 MMcfd as a Daily Contract Quantity) in Contract Year 6 beginning April 1, 2023 and (2) up to an additional 3.0 MMcfd (for a total of no more than 4.5 MMcfd as a Daily Contract Quantity) in Contract Year 7 beginning April 1, 2024.

In Contract Year 8 beginning April 1, 2025, Buyer will have the right of first refusal for any daily volumes of Gas available for sale by Seller in excess of the Firm Daily Contract Quantity pursuant to Section 2.2(a) set forth in that Fourth Amendment to the GSA ("O-ROFR"). In that Contract Year Buyer may purchase up to an additional 7.0 MMcfd (for a total of no more than 23.0 MMcfd as a Daily Contract Quantity).

Seller will determine Contract Year 6 ROFR Gas daily volumes by February 1, 2023, Contract Year 7 ROFR Gas daily volumes by February 1, 2024, and Contract

Year 8 O-ROFR daily volumes by February 1, 2025, all to be communicated by Formal Notice on the dates set forth herein.

Seller will coordinate daily with Buyer regarding ROFR and O-ROFR availability.

d. *Section 2 is amended to add Section 2.6(c), as set forth below*:

Seller shall coordinate with Buyer to re-schedule Gas deliveries (Firm Gas, ROFR Gas, Discrectionary Gas, and O-ROFR GAS) during scheduled well work. Gas deliveries not delivered due to well work will be re-delivered as mutually agreed to with no penalties to either Party. Seller will use its best commercial efforts to coordinate work activities to have the least impact to Buyer.

e. *Section 2 is amended to add Section 2.11(c), as set forth below*:

Seller shall provide quarterly updates by email to Buyer regarding Seller's operational and development plans for the Kitchen Lights Unit.

3. Amendment to Article 3 (Price; Cost Allocation) of the GSA:

a. *The table in Section 3.1(d) is amended to add the following Sales Prices:*

Volumes	*Cost Per Mcf*		
	Contract Year 6 Beginning April 1, 2023	*Contract Year 7 Beginning April 1, 2024*	*Contract Year 8 Beginning April 1, 2025*
*Firm Gas (the "Firm Volume Price")**	*$7.70*	*$7.80*	*$7.90*
*ROFR Gas**	*$7.70*	*$7.80*	*$7.90*
Discretionary Gas	Not to Exceed $13.00 Not less than $7.00	Not to Exceed $13.65 Not less than $7.35	Not to Exceed $14.32 Not less than $7.72
O-ROFR Gas	Not to Exceed $9.85 Not less than $7.00	Not to Exceed $13.65 Not less than $7.35	Not to Exceed $14.32 Not less than $7.72

*Contract Years 7 and 8, beginning April 1, 2024 and April 1, 2025, will be adjusted for inflation per Exhibit (I).

b. *Section 3.1(a) is further amended by adding the following:*

(A) For Contract Year 6, the Sales Price for Firm Gas and ROFR Gas purchased and sold pursuant to this Agreement shall be $7.70/Mcf.

(B) For Contract Years 7 and 8, the Sales Price for Firm Gas and ROFR Gas purchased and sold pursuant to this Agreement will be subject to modification each Contract Year based on the following succession of calculations, which are further detailed in Exhibit I:

(1) Step 1: Determine Price Index Annual Average Values. Obtain the observation values for the Price Index and calculate the annual average values for the two Years preceding the applicable Contract Year.

(2) Step 2: Determine Price Index Change Values. Calculate the amount by which the Price Index Annual Average Values have between the previous two Years for the Price Index.

(3) Step 3: Determine Price Index Change Percentages. Calculate the percentage of change of the Price Index Annual Average Values by dividing the Price Index Change Value by the Price Index Annual Average Value of the Year prior to the Year preceding the Contract Year.

(4) Step 4: Determine Annual Price Modifier. Compare the Price Index Change Percentage calculated in Step 3 to the following:

i. The Annual Price Modifier is limited to a maximum of positive six percent (6%) and a minimum of negative six percent (-6%).

(5) Step 5: Determine Sales Price. Calculate the Sales Price by multiplying the applicable Contract Year's Sales Price by one (1) plus the Annual Price Modifier (as determined in Step 4 above).

i. The Sales Price for all Firm Gas and ROFR Gas is limited to a minimum of $7.70 per Mcf (the "Sales Price Floor") and a maximum of $8.37 per Mcf (the "Sales Price Ceiling").

(6) References. If (i) certain data or information for the Price Index is no longer available, or (ii) any Party, based on reasonable evidence, believes in good faith that (A) such data or information has been computed or published in error, or (B) the basis of calculating or reporting such data or information has changed so as to materially alter the validity of the Price Index Value determination as originally contemplated, then either Party may notify by Regular Notice the other Party of such deficiencies or beliefs. The Parties will meet within five (5) Days after notice is received by the receiving Party and will determine if the deficiencies or beliefs are valid and, to the extent they are, will agree to appropriate modifications to Price Index Value. If the Parties do not resolve the dispute within fifteen (15) Days after the meeting, either Party may seek to resolve the dispute in accordance with Article 15.

(C) Sales Price Determination. By February 20, Seller will provide to Buyer by Regular Notice its calculation of the Sales Price for the following Contract Year.

Within ten (10) Days of receipt of Seller's calculation, Buyer will notify Seller, by Regular Notice, of its agreement or its reasons for any objections to Seller's calculation and will include Buyer's calculation of the Sales Price. The Parties will meet within five (5) Days of Seller's receipt of Buyer's Regular Notice to attempt to agree on the Sales Price. If the Parties do not resolve the dispute within fifteen (15) Days after the meeting, either Party may seek to resolve the dispute in accordance with Article 15.

(D) Delayed Determination of Price. If the Parties are unable to agree on the Sales Price applicable to any Contract Year by the 20th) Business Day of such Contract Year, the Sales Price in effect for the immediately preceding Contract Year will be used for the purposes of Article 3 until the Sales Price for such Contract Year is mutually agreed upon by Buyer and Seller or otherwise resolved in accordance with Article 15. Once the Sales Price is determined, Seller will, within thirty (30) Business Days, provide Buyer with a statement setting forth the corrected amounts due Seller with respect to Gas made available by Seller and taken by Buyer on and after the beginning of the applicable Contract Year, as well as any interest accrued and due.

III. Regulatory Approvals.

a. This Fifth Amendment must be approved by the RCA before Buyer purchases Gas hereunder. Buyer will submit this Fifth Amendment to the RCA for its consideration on or before June 30, 2022.

b. Buyer will seek Regulatory Approval of this Fifth Amendment with Seller's cooperation as contemplated in Section 10.1(b) of the GSA.

c. If the RCA issues an order that approves (conditionally or otherwise) this Fifth Amendment and imposes terms and conditions or modifications unacceptable to Buyer or Seller, each as determined in its sole and absolute discretion, Buyer or Seller shall attempt to negotiate in good faith mutably acceptable alternative provisions within thirty (30) Days of the RCA order. If the Parties cannot negotiate mutually acceptable provisions in that Period, either Buyer or Seller may terminate this Fourth Amendment upon Formal Notice to the other Party, such termination to take effect on the date outlined in any such written notice of termination.

d. If RCA Approval has not been obtained by December 31, 2022, either Party may terminate this Fifth Amendment upon Formal Notice to the other Party, such termination to take effect on the date outlined in any such written notice of termination.

e. Approval. "RCA Approval" will be deemed to have occurred on the date that an RCA order approving the Fifth Amendment, including approval of recovering all costs resulting from this Fifth Amendment in the Rates of Buyer's affiliate

ENSTAR Natural Gas Company, without conditions or modifications unacceptable to the Parties, becomes final and is not subject to further reconsideration by the RCA.

IV. Agreement Remains in Force:

Except as specifically modified by this Fifth Amendment, the terms of the GSA shall remain in full force and effect and shall apply to this Fifth Amendment as if the provisions of this Fifth Amendment were part of the GSA. To the extent there is a conflict between this Fifth Amendment and the GSA, the terms of this Fifth Amendment shall apply.

V. Counterparts:

This Fifth Amendment may be executed by the Parties in any number of counterparts and on separate counterparts, including electronic transmittals, each of which when so executed will be deemed an original, but all such counterparts, when taken together, will constitute but one and the same Third Amendment. In the event one Party executes the Fifth Amendment, and the other Party does not execute the Fifth Amendment within ten (10) Days of the first Party's execution, the execution of the Fifth` Amendment by the first Party will be deemed null and void.

IN WITNESS WHEREOF, the parties have executed this Amendment on the first day above written.

ALASKA PIPELINE COMPANY, AN ALASKA CORPORATION

By: John D Sims

Its: President

Date: 6/15/2022

FURIE OPERATING ALASKA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By:

Its: CEO/Pres.

Date: 6/15/22

EXHIBIT I

Sales Price Calculation for Contract Years 7 and 8 (SEC. 3.1)

The Annual Sales Price shall be calculated by in accordance with the following steps:

Step 1: Determine Price Index Annual Average Values[1]

	(a)	(b) **Index Observation Value**	
		CUURS49GSA0[2]	
1	February 2020	226.51	
2	April 2020	222.909	
3	June 2020	225.245	
4	August 2020	226.984	
5	October 2020	228.343	
6	December 2020	227.259	
7	Annual Sum (Sum of Lines 1-6)	1357.25	No Rounding
8	Number of Observations in a Calendar Year	6	
9	**Price Index Annual Average Value for the Year two Years preceding the Contract Year** (Line 7 divided by Line 8)	**226.2**	No Rounding
		Index Observation Value	
		CUURS49GSA0[2]	
10	February 2021	229.478	
11	April 2021	233.519	
12	June 2021	239.296	
13	August 2021	239.899	
14	October 2021	242.708	
15	December 2021	243.568	
16	Annual Sum (Sum of Lines 10-15)	1428.468	No Rounding
17	Number of Observations in a Calendar Year	6	
18	**Price Index Annual Average Value for the Year preceding the Contract Year** (Line 16 divided by Line 17)	**238.08**	No Rounding

Step 2: Determine Price Index Change Values

	(a)	(b)	
	Index	CUURS49GSA0[2]	
19	Price Index Annual Average Value for the Year two Years prior to Contract Year (Line 9)	226.21	No Rounding
20	Price Index Annual Average Value for the Year preceding the Contract Year (Line 18)	238.08	No Rounding
21	Price Index Change Values (Line 20 less Line 19)	11.87	No Rounding

Step 3: Determine Price Index Change Percentages

22	Price Index Change Percentage (Line 21 divided by Line 19)	5.25%	No Rounding

Step 4: Determine Annual Price Modifier

23	Price Index Change Percentage (Line 22)	5.25%	No Rounding
24	Annual Price Modifier Minimum	-6.00%	
25	Annual Price Modifier Maximum	6.00%	

If an Average of Price Index Change Percentages is equal to or less than negative six percent (-6%), the Annual Price Modifier will be limited to negative six percent (-6%). If an Average of Price Index Change Percentages is equal to or greater than positive six percent (6%), the Annual Price Modifier will be limited to six percent (6%). Otherwise, the Average of Price Index Change Percentages will be the Annual Price Modifier.

26	**This Contract Year's Annual Price Modifier**	5.25%	No Rounding

Step 5: Determine Sales Price

		Sales Price	
27	Applicable Contract Year Sales Price	$7.70	
28	Annual Price Modifier	5.25%	No Rounding
29	Apply Annual Price Modifier to Applicable Contract Year Sales Price (Line 27 times (1+Line 28))	$8.10	Rounded to Two Decimal Places
30	Sales Price Ceiling	$8.37	
31	Sales Price Floor	$7.70	

If calculated Sales Price is equal to or less than $7.70, the Sales price will be $7.70. If a calculated Sales Price is equal to or greater than $8.37, the Sales Price will be $8.37. Otherwise, the calculated Sales Price will be the Sales Price for the upcoming Contract Year.

32	**Final Sales Price**	**$8.10**	Rounded to Two Decimal Places

[1] These index values are for illustrative purposes only, but are the figures for 2020 and 2021, and would not actually be used in the Calculation in Contract Years 7 and 8.
[2] CPI: All items in Urban Alaska, all urban consumers, not seasonally adjusted.
https://data.bls.gov/timeseries/CUURS49BSA0

Transaction Confirmation
36

Discretionary Gas Sales Form (Sec. 2.3)

This Transaction Confirmation is subject to the Gas Sale and Purchase Agreement

between Seller and Buyer, dated February 26, 2016, as amended.

SELLER: Furie Operating Alaska, LLC Attn: Mark Slaughter Phone: 907-632-2474 Email: m.slaughter@fuirealaska.com	**BUYER:** Alaska Pipeline Company Attn: Inna Johansen Phone: 907 334 7830 Email Inna.Johansen@enstarnaturalgas.com

PERIOD:
Transaction Start Date: 1/1/2025 Transaction End Date: 12/31/2025

GAS PRICE:
Gas Price: $12.95/Mcf

GAS QUANTITY:
Gas Quantity:
Interruptible: a rate of up to 9,000 Mcfd in excess of Firm and ROFR Gas.

DELIVERY POINTS: KBPL 215 Meter or 715 Meter, or Infield Transfer within CINGSA.

SPECIAL CONDITIONS: Due to the ongoing natural gas crisis in Cook Inlet, the parties are working closely together to increase local gas production. Subject to availability of Gas and Seller's evaluation of the acceleration of production from existing reserves. Beginning April 1, 2025 – December 31, 2025 Seller commits to providing 5,000 mcfd of Firm gas and Buyer shall purchase gas. The Parties will coordinate re-delivery of Firm gas in the event of scheduled or unscheduled production interruptions.

Seller: Furie Operating Alaska, LLC By: Mark W Slaughter Title: Chief Commercial Officer Date: December 24, 2024	Buyer: Alaska Pipeline Company By: I. Johansen Title: Vice President, Regulatory and Gas Supply Date: December 24, 2024

Alaska Pipeline Company, LLC.
P.O. Box 190288
401 E. International Airport Rd.
Anchorage, Alaska 99518

April 25, 2025

Mark Landt
Vice President, Land & Business Development
Vision Resources, LLC
P.O. Box 92593
Lafayette, LA 70509

RE: Consent to Assignment of the Gas Sale and Purchase Agreement between Vision Resources, LLC and Alaska Pipeline Company ("GSA") to Hilcorp Alaska, LLC

Dear Mr. Landt:

Alaska Pipeline Company, LLC ("APC") is in receipt of your letter dated February 5, 2025, regarding the recent transaction between Vision Resources, LLC ("Vision") and Hilcorp Alaska, LLC ("Hilcorp"). APC acknowledges Vision's recital of GSA Section 20.1 and accepts its representation that "Hilcorp is financially, physically, and operationally capable of assuming the obligations of the GSA" and continuing exploration of the North Fork Unit. Accordingly, APC consents to the Assignment of the GSA to Hilcorp, who will assume all of the obligations and duties of the "Seller" as stated in the GSA until its expiration on March 31, 2026.

Sincerely,

Inna B. Johansen
Vice President, Gas Supply and Regulatory
Alaska Pipeline Company, LLC

Non-Firm Revenue Credits - WACOG Comparison
For Years 2024-2025 and 2025-2026

Actuals From:	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	
2025-2026	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Total**
Non-Firm Revenue Credits*	$ (15,667)	$ (75)	$ (4,261)	$ (19,704)	$ (14,638)	$ (13,983)	$ (15,221)	$ (12,519)	$ (14,168)	$ (12,055)	$ (11,235)	$ (11,366)	$ (144,891)
RCC	$ (519)	$ (2)	$ (46)	$ (212)	$ (157)	$ (150)	$ (163)	$ (134)	$ (152)	$ (129)	$ (121)	$ (122)	$ (1,907)
Total	$ (16,186)	$ (77)	$ (4,307)	$ (19,916)	$ (14,795)	$ (14,133)	$ (15,384)	$ (12,653)	$ (14,320)	$ (12,184)	$ (11,356)	$ (11,488)	$ (146,798)

Actuals From:	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	
2024-2025	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Total**
Non-Firm Revenue Credits**	$ (103,024)	$ (72,086)	$ (37,024)	$ (17,287)	$ (17,257)	$ -	$ (33,986)	$ (13,911)	$ (28,131)	$ (10,024)	$ (6,972)	$ (702)	$ (340,403)
RCC	$ (3,363)	$ (2,353)	$ (1,227)	$ (573)	$ (572)	$ -	$ (1,126)	$ (461)	$ (932)	$ (332)	$ (231)	$ (23)	$ (11,193)
Total	$ (106,386)	$ (74,439)	$ (38,251)	$ (17,860)	$ (17,829)	$ -	$ (35,112)	$ (14,372)	$ (29,063)	$ (10,356)	$ (7,203)	$ (725)	$ (351,596)

Difference	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Total**
Non-Firm Revenue Credits	$ 87,357	$ 72,011	$ 32,762	$ (2,417)	$ 2,620	$ (13,983)	$ 18,765	$ 1,392	$ 13,963	$ (2,031)	$ (4,263)	$ (10,664)	$ 195,511
RCC	$ 2,844	$ 2,351	$ 1,181	$ 361	$ 415	$ (150)	$ 963	$ 327	$ 780	$ 203	$ 110	$ (99)	$ 9,286
Total	$ 90,200	$ 74,362	$ 33,943	$ (2,056)	$ 3,035	$ (14,133)	$ 19,728	$ 1,719	$ 14,743	$ (1,828)	$ (4,153)	$ (10,763)	**$ 204,798**

*Actual credits received for the production periods April 2024 through March 2025.
**Actual credits received for the production periods April 2023 through March 2024.

ENSTAR Natural Gas Company, LLC

§2301 **Determination of Gas Cost Adjustment**

(1)	Current Cost of System Base Gas Supply:				
	Approved Base Supply Contracts	Estimated Purchases* (A)	Estimated Unit Cost (B)	Total (A x B) (C)	
a)	Hilcorp APL-14	28,684,000 Mcf	$8.5288/Mcf	$ 244,640,000	C
b)	Furie Operating Alaska	4,485,000 Mcf	$12.7720/Mcf	$ 57,282,000	C
c)	Vision Resources	388,000 Mcf	$7.6174/Mcf	$ 2,956,000	C
d)	System Base Gas Supply	33,557,000 Mcf		$ 304,878,000	C
e)	Current Average Cost of System Base Gas Supply (C/A)		$9.0854/Mcf		C
(2)	Additional Gas Supply:				
a)	Short Term Supply Contracts	0		$ –	C
b)	Undetermined Supply	0		$ –	
c)	Total Additional Gas Supply	0 Mcf		$ –	C
(3)	Gas Withdrawn From Storage	4,105,000 Mcf	$8.6633/Mcf	$ 35,563,000	C
(4)	FSS Storage Fees			$ 24,656,000	C
(5)	ISS Storage Fees			$ –	
(6)	Transportation Fees			$ 2,176,000	C
(7)	Total Current Cost of System Gas Supply (1d plus 2c, 3, 4, 5, & 6)	37,662,000 Mcf		$ 367,273,000	C
(8)	Current Average Cost of System Gas Supply (C/A)		$9.7518/Mcf		C
(9)	Balance of Gas Cost Balance Account at March 31, 2025. (March 31st for the annual revision, otherwise the most recent month-end balance available immediately preceding the filing date) (negative if credit balance)			$ 13,344,807	C,T
(10)	Other Adjustments			$ –	
(11)	Total (7, 9, and 10 above)			$ 380,617,807	C
(12)	Mcf Sales *			37,651,000	C
(13)	Weighted Average Unit Cost of Gas and Gas Cost Adjustment (11 divided by 12)			$ 10.1091/Mcf	I

* For the 12-month period beginning July 1, 2025. C