



**Alaska Department of Natural Resources
Division of Oil and Gas
Public Notice of Application to Form the Smith Bay Unit**

The Department of Natural Resources gives notice under 11 AAC 83.311 of an application to form the Smith Bay Unit (SBU) area. The proposed unit formation area is located north of the National Petroleum Reserve – Alaska (NPR–A). Caelus Energy Alaska Smith Bay, LLC. (Caelus), the SBU Operator, filed an initial Application on behalf of itself and the other Working Interest Owner, L 71 Resources, LLC., with the Division of Oil and Gas on October 10, 2022. The Application was deemed complete on October 26, 2023. Caelus’s address is 560 E 34th Avenue, Ste. 200, Anchorage, AK 99503.

The proposed Unit will encompass 117,094 acres of State land within the shallow waters of Smith Bay and includes all or portions of the following:

- T. 19 N., R. 09 W, U.M., secs. 19 thru 23; 25 thru 36
- T. 19 N., R. 10 W, U.M., secs. 20 thru 24; 30 thru 25; & 31 thru 36
- T. 18 N., R. 08 W, U.M., secs. 1 thru 34
- T. 18 N., R. 09 W, U.M., All.
- T. 18 N., R. 10 W, U.M., secs. 1 thru 36
- T. 17 N., R. 08 W, U.M., secs. 3 thru 10; 16 thru 21; & 29 thru 31
- T. 17 N., R. 09 W, U.M., secs. 1 thru 18; 21 thru 27; & 34 thru 36
- T. 17 N., R. 10 W, U.M., secs. 1 thru 6; & 8 thru 17
- T. 16 N., R. 09 W, U.M., secs. 2 thru 4

You may review the non-confidential portions of the application on the Division’s website at <http://dog.dnr.alaska.gov/Library/>, in-person at the Division’s office, or by writing to Division of Oil & Gas, Units Section, 550 West 7th Avenue, Suite 1100, Anchorage, Alaska 99501-3560. The Division charges a photocopy fee of \$.25 per sheet, per 11 AAC 05.030(a)(3)(A).

Any person may file written comments on the application. Comments must be received by 4:30 p.m., **December 2, 2023**, and should be mailed to the Division of Oil and Gas, attention Kevin Pike, Unit Manager, at the above address, or emailed to DOG.Units@alaska.gov. The Department will consider all timely written comments and evaluate the application based on the criteria in 11 AAC 83.303 and 83.336(a)(2). After the close of the comment period, the Department will issue a written decision to approve or deny the unit formation application. Individuals or groups of people with disabilities, who require special accommodations, auxiliary aids or services, or alternative communication formats, please contact Lorence Williams at (907) 269-8507, or TDD (907) 269-8411 (5 days before end of comment period).

This notice also appears on the State of Alaska website at: <http://dnr.alaska.gov/commis/pic/pubnotfrm>.

Published: November 2, 2023

Caelus Energy Alaska Smith Bay, LLC

October 7, 2022

Mr. Derek Nottingham, Director
Alaska Department of Natural Resources
Division of Oil and Gas
550 West 7th Avenue, Suite 1100
Anchorage, AK 99501-3560

**Subject: Smith Bay Unit Application
 North Slope, Alaska**

Dear Director Nottingham,

In accordance with 11 AAC 83.306, Caelus Energy Alaska Smith Bay, LLC (Caelus), The Smith Bay Company, Inc. (“TSBC”) and L 71 Resources, LLC. (“L 71”) jointly propose the formation and establishment of the Smith Bay Unit and hereby petition the Department of Natural Resources (the “Department”) to approve the Smith Bay Unit Agreement. 100% of the Subsurface Estate within the proposed Unit Area is held by the State of Alaska and is subject to Oil and Gas Leases jointly controlled by Caelus, TSBC and L 71. The Working Interest of each Oil and Gas Lease within the proposed Unit Area is held 75% by Caelus, 17.50% by TSBC and 7.50% by L 71. Caelus Energy Alaska Smith Bay, LLC has recently transferred 100% of its ownership rights in and to the Oil and Gas Leases within the proposed Unit Area and all other assets, rights and liabilities to TSBC. At some time in the future Caelus Energy Alaska Smith Bay, LLC may submit a name change; however, for the purpose of this application and for the duration of the adjudication period, the 75% working interest is held in the name of Caelus.

Caelus Energy Alaska Smith Bay, LLC is designated as Unit Operator under both the Smith Bay Unit Agreement and the Smith Bay Operating Agreement.

Formation of the Smith Bay Unit – Criteria and Justification

11 AAC 83.303 prescribes the criteria that the Department shall utilize in its evaluation of a proposed Unit. A new Unit shall be approved if it; 1) promotes the conservation of natural resources, 2) promotes the prevention of both environmental and economic waste, and 3) provides for the protection of all parties, including the State. We respectfully submit that the proposed Smith Bay Unit satisfies these criteria. Unitized developments better enable optimum facility and well placement which minimize duplicate facilities and the environmental impacts and maximizes the efficient production of resources. These benefits are difficult to achieve through lease-by-lease developments.

Proposed Unit Area

The lands which are included within the proposed Smith Bay Unit Area are described upon Exhibit “A” to the Unit Agreement and depicted upon Exhibit “B” of this agreement. All of the following State of Alaska Oil and Gas Leases are included within the proposed Unit Area:

560 E. 34th Avenue, Suite 200

Anchorage, AK 99503

Main: 907.646.9315

Caelus Energy Alaska Smith Bay, LLC

Tract 1	ADL-392285	Tract 2	ADL-392286	Tract 3	ADL-392283
Tract 4	ADL-392284	Tract 5	ADL-392282	Tract 6	ADL-392280
Tract 7	ADL-392191	Tract 8	ADL-392188	Tract 9	ADL-392187
Tract 10	ADL-392185	Tract 11	ADL-392278	Tract 12	ADL-392281
Tract 13	ADL-392192	Tract 14	ADL-392189	Tract 15	ADL-392190
Tract 16	ADL-392186	Tract 17	ADL-392279	Tract 18	ADL-392277
Tract 19	ADL-392184	Tract 20	ADL-392183	Tract 21	ADL-392183
Tract 22	ADL-392272	Tract 23	ADL-392275	Tract 24	ADL-392274
Tract 25	ADL-392273	Tract 26	ADL-392276		

Technical Information in Support of Application

Pertinent geologic, geophysical, engineering and well data, and interpretation of said data is attached to this application to directly support the technical basis for both the establishment of the Smith Bay Unit and the proposed initial Unit Area. This material is submitted pursuant to 11 AAC 83.306(4). The Smith Bay Working Interest Owners regards this material as CONFIDENTIAL and request the Department maintain it as CONFIDENTIAL in accordance with the provision of AS 38.05.035(a)(8). Upon review of the submitted material your staff may determine that additional information and direct interaction with Caelus and TSBC technical staff may be helpful and necessary to allow an efficient review of the project and the proposed Unit. TSBC and Caelus will cooperate with all reasonable requests for additional data as timely as possible and we look forward to building strong, cooperative, relationships the Division.

Smith Bay Unit Agreement and the Proper Parties to the Unit

The proposed Smith Bay Unit Agreement is attached to this application. The form is identical to the Department's model Unit Agreement form (*August 2020*) and no modifications have been made. The Unit Agreement has been executed by all parties which own a Working Interest within the proposed Unit Area.

Initial Plan of Exploration

The initial Plan of Exploration is attached to this application in the form of Exhibit "G" to the Smith Bay Unit Agreement. The plan is for a term of five (5) years and provides for the drilling of one exploration appraisal well and the evaluation of all available geologic and geophysical data which relates to the Unit Area. The owners are preparing to drill the exploration appraisal well during the winter of 2025-2026.

Smith Bay Unit Operating Agreement

The Smith Bay Unit Operating Agreement is attached to this application for your information only, in accordance with the provisions of 11 AAC 83.306((2)). Approval from the Department is not required or requested. SMBC has acquired the interest from Nordaq Energy Inc. (subsequently

Caelus Energy Alaska Smith Bay, LLC

Borealis Alaska Oil Inc through name change) and is subject to the existing Operating Agreement. TSBC is happy to ratify the Operating Agreement if the Division so requires.

Proposed Effective Date

The parties request that effective date of the Department's approval of the Smith Bay Unit be as early as conveniently possible.

Unit Application Copies and Fee

Three (3) copies of this application which include the non-confidential associated documents and two (2) additional copies which include CONFIDENTIAL material that directly supports this application, are submitted as required by 11 AAC 83.321. Check number 9029329649 in the amount of \$10,000.00 payable to the State of Alaska is attached as payment of the application fee prescribed by 11 AAC 05.110.

If you or your staff have any question on this application or should you require additional information, please do not hesitate to call Pat Foley at (907) 830-0999. We await your expeditious and favorable approval of this unit application and we look forward to building upon the cooperative relationship with the Department that has established with your staff.

Best regards,


David Pfeiffer
Chief Financial Officer

Cc: Pat Foley j.pat.foley@gmail.com
Dave Cruz dcruz@cruzconstruct.com

SMITH BAYUNIT AGREEMENT

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EXHIBIT G: UNIT PLAN

RECITALS

This document is the proposed Smith Bay Unit Agreement (“Agreement”), executed by **Caelus Energy Alaska Smith Bay, LLC, The Smith Bay Company Alaska, Inc. and L 71 Resources, LLC**, who are the Working Interest Owners of the leases proposed to be included in the unit (“Parties”).

Caelus Energy Alaska Smith Bay, LLC submitted an application to the Alaska Department of Natural Resources (“DNR”) for approval of formation of the Smith Bay Unit (“Unit”) out of state oil and gas leases.

DNR may approve unitization of state oil and gas leases when it is necessary or advisable in the public interest.

DNR’s decision on whether to approve formation of the Unit will be set forth in a separate appealable DNR decision.

ARTICLE 1: Purpose and Scope of Agreement

- 1.1. In consideration of the mutual promises in this Agreement, the Parties commit their respective interests in the Unit Area defined in Exhibit A and depicted in Exhibit B to this Agreement, subject to (1) all state statutes and regulations currently in effect or enacted or promulgated after the effective date of this Agreement; (2) the terms of this Agreement; and (3) DNR’s authority to manage state oil and gas resources and to resolve disputes by administrative decision and appeal.
- 1.2. The purpose of this Agreement is to conserve natural resources by maximizing the efficient and timely production of oil and gas resources from the leases and working interests committed to the Unit and minimizing the adverse impacts to the surface estate and other resources from development.
- 1.3. This Agreement is effective as of the Effective Date and automatically expires five years from the Effective Date as provided in 11 AAC 83.336, unless otherwise extended pursuant to 11 AAC 83.336(a)(1) or 11 AAC 83.336 (a)(2).
- 1.4. The Parties acknowledge that DNR is not a Party to this agreement but is instead the agency authorized by Alaska law to approve formation of a unit including state oil and gas leases when it is necessary and advisable in the public interest to explore, develop, and produce state oil and gas resources.

ARTICLE 2: Definitions

- 2.1. **Alaska Oil and Gas Conservation Commission** (“AOGCC”) means the independent quasi-judicial agency of the State of Alaska established by the Alaska Oil and Gas Conservation Act, Alaska Statute 31.05.
- 2.2. **Commissioner** means the Commissioner of the Department of Natural Resources, State of Alaska, or the Commissioner's authorized representative, including but not limited to the Director.
- 2.3. **Director** means the Director of the Department of Natural Resources, Division of Oil and Gas or the Director’s authorized representative.
- 2.4. **Effective Date** means 12:01 a.m. on the date identified as the effective date in the Director’s approval of the unit, and if no date is specified, the date of the unit approval decision.
- 2.5. **Lease or Leases** means one or more oil and gas leases subject to this Agreement.
- 2.6. **Operations** means physical activities in or on an oil and gas lease that a lessee or unit operator may not conduct without an approved plan of operations under 11 AAC 83.158 or 11 AAC 83.346; activities conducted in support of, in anticipation of, or in conjunction with physical activities in or on an oil and gas lease (including but not limited to analyses, review, negotiations, or other work more accurately described as administrative, technical, or commercial activity) do not constitute Operations.
- 2.7. **Participating Area** means all Unit Tracts and parts of Unit Tracts established under the provisions of Article 10 of this Agreement to allocate Unitized Substances produced from a reservoir.
- 2.8. **Participating Area Expense** means all costs, expenses, or indebtedness incurred by the Unit Operator under this Agreement for or on account of production from or Operations in a Participating Area and allocated solely to the Unit Tracts in that Participating Area.
- 2.9. **Royalty Interest** means the State’s right to a share of production from the Unitized Area. It does not include an overriding royalty interest, which is a nonpossessory interest in oil and gas produced at the surface, free of the expense of production, that is derived from a Working Interest, but is not connected to ownership of the land or minerals. Overriding Royalty Interest owners are not proper parties to this Unit Agreement, nor do they have any rights to enforce the terms of this Unit Agreement.
- 2.10. **State** means the State of Alaska.
- 2.11. **Sustained Unit Production** means continuing production of Unitized Substances from a Unit Well in the Unit Area into production facilities and transportation from the unit Area

to market, excluding temporary production for initial testing, evaluation, or pilot production purposes.

- 2.12. **Unit Area** means the lands subject to this Agreement, described in Exhibit A and shown in Exhibit B to this Agreement.
- 2.13. **Unit Expense** means all costs, expenses, or indebtedness incurred by the Unit Operator under this Agreement for or on account of production from or Operations in the Unit.
- 2.14. **Unit Operating Agreement** means any and all agreements entered into by the Unit Operator and the Working Interest Owners, as described in Article 8 of this Agreement.
- 2.15. **Unit Operations** means all Operations conducted under this Agreement in accordance with a Unit plan of operations.
- 2.16. **Unit Operator** means the party designated by the Working Interest Owners and approved by the Director to conduct Unit Operations.
- 2.17. **Unit Plan** means a unit plan of exploration, plan of operations or plan of development as described in Article 9 of this Agreement.
- 2.18. **Unit Tract** means each separate parcel of land that is described in Exhibit A and given a Unit Tract number.
- 2.19. **Tract Participation** means the percentage of Unitized Substances and costs allocated to a Unit Tract in a Participating Area.
- 2.20. **Unit Well** means a well drilled within the Unit Area after the effective date of this Agreement unless specifically authorized by the Director.
- 2.21. **Unitized Substances** means all oil, gas, and associated substances produced from the Unit Area.
- 2.22. **Working Interest** means the interest held in lands by virtue of a Lease under which the owner of the interest is vested with the right to explore for, develop, and produce minerals. The right delegated to a Unit Operator by a Unit Agreement is not a working interest.

ARTICLE 3: Exhibits and copies of the agreement

- 3.1. The Unit Operator will provide the following exhibits to the Director:
 - 3.1.1. Exhibits A, B, and G as part of the Unit Agreement when the unit formation application is filed and whenever there is a change to the Unit Area or in interests committed to the unit.

- 3.1.2. Exhibit F as part of the Unit Agreement if the Unit Area includes or is proposed to include one or more net profit share leases.
- 3.1.3. Exhibits C, D, E, and F when a Participating Area application is submitted for approval, and upon approval of the Participating Area, they become part of this Agreement.
- 3.1.4. Revised Exhibits within 30 days of the information in an Exhibit no longer being accurate, a DNR decision affecting the information in an Exhibit, or a request from DNR for revised Exhibits. Events requiring revised Exhibits include, but are not limited to, expansion or contraction of the Unit Area, expansion or contraction of a Participating Area, changes to Tract Participation, and changes to working interest in Leases.
- 3.2. Exhibit A is a table that identifies and describes each Unit Tract, and displays the Unit Tract numbers, legal descriptions, lease numbers, Working Interest ownership, Royalty Interest ownership, and the applicable royalty and net profit share rates applicable to each Unit Tract.
- 3.3. Exhibit B is a map that shows the boundary lines of the Unit Area and of each Unit Tract, identified by Unit Tract number and lease number.
- 3.4. Exhibit C is comprised of a table for each Participating Area that displays the Unit Tract numbers, legal descriptions, lease numbers, Working Interest ownership, Royalty Interest ownership, and the percentage of Unitized Substances allocated to each (“Tract Participation”). Exhibit C must include a separate table for each Participating Area. Exhibit C and any revisions to Exhibit C are not effective until approved by the Director.
- 3.5. Exhibit D is comprised of a map for each Participating Area. Each Exhibit D map must show the boundary lines of the Unit Area, the Participating Area, and the Unit Tracts in that Participating Area identified by Unit Tract number and lease number.
- 3.6. Exhibit E is comprised of a table for each Participating Area that displays the allocation of Participating Area Expense to each Unit Tract in the Participating Area, identified by Unit Tract number and Lease number. Exhibits must include a separate table for each Participating Area in the Unit Area.
- 3.7. Exhibit F is a table that displays the allocation of Unit Expense to each Unit Tract in the Unit Area, identified by Unit Tract number and lease number. Exhibit F and any revisions to Exhibit F are not effective until approved by the Director.
- 3.8. Exhibit G is a Unit Plan for the Unit. Subsequent Unit Plans are part of this Agreement, but do not need to be labelled as a revised Exhibit G.
- 3.9. At least one copy of this Agreement will be filed with DNR, Division of Oil and Gas in Anchorage, Alaska and one copy will be filed with the AOGCC.

ARTICLE 4: Creation and Effect of Unit

- 4.1. All working interests in and to the lands described in Exhibit A and shown in Exhibit B are subject to this Agreement.
- 4.2. The provisions of a Lease committed to this Agreement and of any other agreement regarding that Lease are modified to conform to the provisions of this Agreement and to statutes and regulations regarding oil and gas leases and units existing on the Effective Date of this Agreement or enacted thereafter.
- 4.3. This Agreement does not transfer title to any Lease.
- 4.4. All data, information, and interpretations determined by the Director to be necessary for the administration of the Unit or for the performance of DNR responsibilities under Alaska law will be submitted to the Director by the Unit Operator or Working Interest Owners, or both, upon DNR written request. Upon request, DNR will keep records confidential to the extent allowed under applicable law.
- 4.5. When the Commissioner or Director makes a decision related to the administration of the Unit or Unit Leases in reliance on confidential information, and there is an appeal or request for reconsideration of that decision in which the confidential information is materially relevant to the issues on appeal, the Working Interest Owners agree to enter reasonable confidentiality agreement(s), as necessary, to provide parties to the appeal or reconsideration with access to the relevant confidential information.

ARTICLE 5: Designation of Unit Operator

- 5.1. Caelus Energy Alaska Smith Bay, LLC is designated as the Unit Operator until such time, if any, that a successor unit operator is designated and approved by the Director. Caelus Energy Alaska Smith Bay, LLC accepts the rights, duties, and obligations of the Unit Operator including to diligently conduct Unit Operations and to explore, develop, and produce the Unit Area.
- 5.2. Except as otherwise provided in this Agreement, and subject to the terms and conditions of an approved Unit Plan, the rights and obligations of the Working Interest Owners to conduct Operations to explore for, develop, and produce the Unit Area are delegated to and will be exercised by the Unit Operator. This delegation does not relieve a Working Interest Owner of the obligation to comply with all Lease terms. The Unit Operator will comply with all notification requirements of the Leases, this Agreement, the Unit Operating Agreement, and applicable statutes or regulations.
- 5.3. The Unit Operator will minimize and consolidate surface facilities to minimize surface impacts.

- 5.4. With the approval of the Director and the AOGCC, any Working Interest Owner is entitled to drill and operate a well on its Lease when the Unit Operator declines to drill that well. The Working Interest Owner must comply with all applicable statutory, regulatory, and contractual obligations for drilling or operating a well.
- 5.5. A Working Interest Owner who assigns a working interest in a Lease that is subject to this Agreement is responsible for notifying the Unit Operator of Director approval of the assignment within 15 days of the approval.

ARTICLE 6: Resignation or Removal of Unit Operator

- 6.1. The Unit Operator may resign at any time, but the resignation is not effective until the Director approves a successor Unit Operator.
- 6.2. The Unit Operator may be removed by DNR for failure to perform the required duties and obligations set forth in the Agreement. The removal will not be effective until the Director gives the Unit Operator notice and an opportunity to be heard and DNR approves a successor Unit Operator.
- 6.3. Unless specified otherwise in the Unit Operating Agreement, the Unit Operator may be removed by an affirmative vote of the Working Interest owners owning a majority interest in the Unit. The removal is not effective until the Working Interest owners give the Director, the Unit Operator, and all Parties written notice of the removal and the Director approves a successor Unit Operator.
- 6.4. The resignation or removal of the Unit Operator will not release it from liability for any failure to meet obligations that accrued before the effective date of the resignation or removal.
- 6.5. When the resignation or removal of the Unit Operator becomes effective, the Unit Operator will relinquish possession of all unit equipment, artificial islands, wells, installations, devices, records, and any other assets used for conducting Unit Operations, whether or not located in the Unit Area, to the successor Unit Operator.
- 6.6. If the Unit Operator has a Working Interest in one or more leases committed to the unit, its obligations as a Working Interest Owner continue notwithstanding resignation or removal as Unit Operator.

ARTICLE 7: Successor Unit Operator

- 7.1. A proposed successor Unit Operator will accept all rights, duties, and obligations of a Unit Operator in writing before it will be considered for approval by the Director.

- 7.2. If a successor Unit Operator that is satisfactory to the Director has not been proposed within 30 days of notice of the resignation or removal of a Unit Operator, the Director may declare this Agreement terminated.

ARTICLE 8: Unit Operating Agreement

- 8.1. The Unit Operating Agreement is an agreement between the unit Working Interest Owners regarding voting mechanisms, operational details, and non-Participating Area unit cost allocations for implementation of the Unit Agreement. It is not binding on DNR. The Unit Agreement, lease terms, statutes, and regulations control in the event of a conflict with the Unit Operating Agreement.
- 8.2. The unit applicant will file an executed copy of the Unit Operating Agreement with the Director as part of the application to form a unit. Amendments to the Unit Operating Agreement, and all other agreements between the Working Interest Owners that affect the rights, duties, and obligations of some or all of the Parties to this Agreement, must also be filed with the Director within 30 days of execution.

ARTICLE 9: Plans of Exploration, Development, and Operations; Bonding

- 9.1. A Unit Plan must comply with 11 AAC 83.341, 11 AAC 83.343 or 11 AAC 83.346 depending on whether it is a plan of exploration, plan of development or plan of operations.
- 9.2. A proposed Unit Plan is not effective until approved by the Director and will remain in effect until the date specified by the Director in the approval.
- 9.3. Approved Unit Plans, including any updates or amendments, are part of this Agreement.
- 9.4. The Unit Operator will maintain an approved Unit Plan at all times. Failure to do so is cause for default.
- 9.5. The Director, at the time a Unit Plan is approved, may, where facts and circumstances necessitate, require that the Unit Operator provide performance guarantee surety bonds or other mechanisms approved by the Director, which are adequate in the determination of the Director to protect the Unit Area and the State's interest.
- 9.6. The Unit Operator may explore, develop, or produce in the Unit Area only in accordance with an approved Unit Plan. Failure to comply with an approved Unit Plan is cause for default.
- 9.7. The Unit Plan may, in the Director's sole discretion, include a commitment to drill a well unless the Unit Operator: (a) begins within five years from the effective date of this Unit Agreement either Sustained Unit Production or Unit Operations to install permanent

infrastructure; or (b) demonstrates to the Director's satisfaction that the Unit Operator has drilled a well capable of producing in paying quantities, and a prudent operator would not continue drilling additional wells.

- 9.8. Before beginning Operations on or in the Unit Area, the Unit Operator must obtain approval of its Unit Plan and any other required state, federal, or local permits and approvals. A plan of operations must be consistent with the mitigation measures set forth in the most recent state areawide lease sale best interest finding for the region that includes the Unit Area as of the time the plan of operations is submitted. An amendment to a plan of operations must be consistent with the mitigation measures in the most recent state areawide lease sale best interest finding as of the time of the amendment submittal.
- 9.9. The Unit Operator will give the Director written notice before beginning testing, evaluation, or pilot production from a well in the Unit Area.
- 9.10. If production from a Participating Area, but not the Unit as a whole, ceases and is not resumed within 90 days, then within 120 days of ceasing production from that Participating Area, the Operator will submit a plan of operations amendment that sets forth a rehabilitation plan for that Participating Area. The rehabilitation plan may address any continued use of improvements in the Participating Area for Unit Operations.
- 9.11. Sustained Unit Production will be maintained. If production should cease, the Operator will progress diligent Operations to restore Sustained Unit Production with lapses of no more than 90 days. The lapse may be longer if a suspension of Operations or production has been ordered or approved by the Director. An unapproved lapse in Sustained Unit Production of more than 90 days is cause for default.
- 9.12. After giving written notice to the Unit Operator and an opportunity to be heard, the Director may require the Unit Operator to modify from time-to-time, the rate of prospecting and development and the quantity and rate of production.

ARTICLE 10: Participating Areas and allocation of production

- 10.1. The Unit Operator will submit a request for approval of a proposed Participating Area to the Director for approval 90 days before the commencement of Sustained Unit Production from the proposed Participating Area.
- 10.2. A proposed Participating Area must be supported by an approved Unit Plan committing to Sustained Unit Production.
- 10.3. Unless another date is established by the Director, the effective date of a Participating Area will be no later than the date of first Sustained Unit Production.
- 10.4. Unitized Substance produced from one unit Participating Area ("originating Participating Area") may be injected into another unit Participating Area ("receiving Participating

Area”) for repressuring, recycling, storage, enhanced recovery, or other purposes only if the Director has approved the operation. The State will be paid royalty upon production from the originating Participating Area unless the Director approves payment of royalties when the Unitized Substances injected are produced and sold from the receiving Participating Area under the following conditions:

- 10.4.1. The first Unitized Substances produced and sold from the receiving Participating Area will be considered to have been the injected Unitized Substances until a volume of Unitized Substances equal to the volume of injected Unitized Substances is produced and sold from the receiving Participating Area.
 - 10.4.2. All Unitized Substances produced and sold from the receiving Participating Area that is considered to have been injected will be allocated back to the originating Participating Area.
 - 10.4.3. The Unit Operator will provide monthly reports to the Director of the volumes transferred during the preceding month; and
 - 10.4.4. The Working Interest Owners will pay royalties on injected substances produced and sold from a receiving Participating Area as if those injected substances were produced and sold from the originating Participating Area when they were produced from the receiving Participating Area.
- 10.5. The Commissioner’s approval must be obtained for the proposed recovery rate and commencement date for recovery before any substance is injected within the Unit Area.
 - 10.6. Production and costs will be allocated under 11 AAC 83.371 and any successor regulation. The Unit Operator will submit a proposed allocation plan, with supporting data, with the application to form a Participating Area. The allocation plan must be revised whenever a Participating Area is expanded or contracted.
 - 10.7. The Working Interest Owners will pay royalties for each Unit Tract in proportion to each Working Interest Owner's ownership in that Unit Tract. The amount of Unitized Substances allocated to each Unit Tract will be deemed to have been produced from that Unit Tract.
 - 10.8. If the Working Interest Owners allocate Unitized Substances, Participating Area Expense, or Unit Expense differently than described in Exhibits C, E, and F, that allocation will not be binding on the State or effective for determining royalty or net profit share payments. The Unit Operator will submit any allocation that is different than the allocations required in Exhibits C, E, or F to the Director under 11 AAC 83.371(b) for the State's information within 10 days of its effective date with a statement explaining the reason for the different allocation.
 - 10.9. Royalties will not be due or payable to the State for the portion of Unitized Substances unavoidably lost or used in the Unit Area for development and production in accordance

with prudent industry practices. Gas that is flared for any reason other than safety purposes as allowed by the AOGCC will not be deemed to be unavoidably lost and the Working Interest Owners will pay royalties for such flared gas as if it had been produced. This exemption does not apply to Unitized Substances that are sold, traded, or assigned, including sales, transactions, or assignments among the Working Interest Owners.

ARTICLE 11: Offset Wells

- 11.1. Whenever there is a risk of drainage from production Operations on property outside the Unit Area, the Unit Operator shall drill wells to protect the State from loss by reason of drainage. If oil or gas is produced in Paying Quantities, as defined in 11 AAC 83.105, for 30 consecutive days from a gas well within 1,500 feet of the Unit or an oil well within 500 feet of the Unit, the Director may issue a written demand to drill. The Unit Operator will have an opportunity to be heard on the demand. If the Director then finds that production from a well outside the Unit is draining the Unit Area, the Unit Operator will begin drilling Operations for an offset well in the Unit Area within 30 days. In lieu of drilling a well required by this paragraph, the Working Interest Owners may compensate the State in full each month for the estimated loss of royalty through drainage in the amount determined by the Director.

ARTICLE 12: Leases, Rentals, and Royalty Payments

- 12.1. The Working Interest Owners will pay rent, royalty, and net profit share payments due under the Leases. Payments to the State must be made under 11 AAC 04.010 *et seq.*, 11 AAC 83.110, and 11 AAC 83.201 *et seq.*, and any successor regulations or statutes.
- 12.2. The royalty value, royalty in value, and royalty in kind provisions of state Leases committed to this agreement are amended to conform to the royalty value, royalty in value, and royalty in kind provisions of the lease attached to the state areawide lease sale best interest finding for the region that includes the Unit Area that is most recent as of the effective date of this Agreement.
- 12.3. If a state Lease committed to this Agreement provides for a discovery royalty rate reduction for the first discovery of oil or gas, that lease is amended to state that this Lease provision will not apply to a well spudded after the Effective Date.
- 12.4. Each month, the Unit Operator will furnish a schedule to the Director specifying for the previous month the amount of Unitized and Non Unitized Substances: 1) produced; 2) consumed in development and production Operations or unavoidably lost; 3) allocated to each unit tract; 4) allocated to each unit tract and delivered in-kind as royalty to the State; and 5) allocated to each Unit Tract for which royalty must be paid. The Unit Operator and Working Interest Owners will file all royalty and net profit share reports per 11 AAC 04.010 *et seq.* If any of the leases subject to this Agreement require net profit

share payments, the operator will also provide an updated schedule of development costs and file net profit share reports in accordance with 11 AAC 83.201 *et seq.*

- 12.5. Each Working Interest Owner will pay royalties and net profit share payments to the State as provided in the Lease and based on the production allocated to the Unit Tract and in accordance with 11 AAC 04.010 *et seq.* and 11 AAC 83.201 *et seq.*
- 12.6. Royalties, whether paid in-kind or in-value, must be free and clear of all Lease expenses, unit expenses, and Participating Area Expenses including, but not limited to, separating, cleaning, dehydration, saltwater removal, processing, compression, pumping, manufacturing, preparing production for transportation off the Unit Area, and gathering and transportation costs incurred before the Unitized Substances are delivered to a common carrier. No lien for any expenses will attach to rent or royalty or net profit share payments due on produced Unitized Substances. But royalty and net profit share will bear a proportionate part of any gas shrinkage that occurs during gas processing and blending.
- 12.7. Parties acknowledge that sales information, including but not limited to confidential sales pricing terms, of the Parties for the production and sale of hydrocarbons from the Unit may be used by the DNR to administer the Unit, and other leases or Units in the area, including valuation for royalty purposes and DNR may disclose such confidential sales information to other producer/lessees in the same area in the administration, collection, and/or audit of royalties and net profit share payments. DNR also reserves the right to utilize information filed by the Parties with the Department of Revenue in the administration, collection, and/or audit of royalties and net profit share payments.
- 12.8. Notwithstanding any contrary Lease term or regulation, all royalty deductions for transportation, including, but not limited to, marine, truck, and pipeline transportation, from the Unit Area to the point of sale are limited to the actual and reasonable costs incurred by the Working Interest Owners. Transportation deductions are only allowed for sales quality oil and after the oil has passed through a custody transfer meter approved by the AOGCC. The State reserves the right to audit these transportation deductions. These transportation costs must be determined by taking into account all tax benefits applicable to the transportation.
- 12.9. If the Unit Operator or Working Interest Owners comingle production from the Unit with production from other sources for processing, the Unit Operator and Working Interest Owners will provide the Director with a monthly statement that identifies the quality and volume of oil or gas produced from the Unit.
- 12.10. Any unpaid, underpaid, or overpaid royalty or net profit share payment from state Leases committed to this Agreement will accrue interest as provided in AS 38.05.135(d)-(e).
- 12.11. For each Participating Area, the Unit Operator will give the Director notice of the anticipated date for commencement of production at least ninety (90) days before the commencement of Sustained Unit Production. Each month after the commencement of

Sustained Unit Production, the Unit Operator will provide the Director a written estimate of unit production for the following ninety (90) days. DNR may take the State's royalty share of unit production in-kind. The Director will give the Unit Operator 90 days' written notice of the State's initial election to take all or a portion of its share of unit production in-kind. After taking has commenced, the Director may increase or decrease the amount of its royalty share taken in-kind.

- 12.11.1. The Director may elect to specify the Unit Tracts from which the State's royalty share of Unitized Substances taken in-kind are to be allocated. If the Director does not specify any Unit Tracts in the written notice to the Unit Operator, the Unitized Substances taken in-kind will be allocated to all Unit Tracts in accordance with the Tract Participation shown on Exhibit C to this Agreement.
 - 12.11.2. The Unit Operator will deliver the State's in-kind royalty to the custody transfer meter at a common carrier pipeline capable of carrying those substances, or at any other mutually agreeable place. The Director may designate any individual, firm, or corporation to accept delivery.
 - 12.11.3. The State's share of Unitized Substances taken in-kind will be delivered to the point of sale in sales and common carrier pipeline quality condition. If a Working Interest Owner processes its share of the Unitized Substances to separate, extract, or remove liquids, the Director may require the Working Interest Owner to also process the State's share of Unitized Substances being taken in-kind in the same manner without cost to the State. The State, or its buyer, will only pay tariffed transportation costs and shrinkage of the volume of gas resulting from processing.
 - 12.11.4. Each Working Interest Owner will furnish storage in or near the Unit Area for the State's royalty share of Unitized Substances to the same extent that the Working Interest Owner provides storage for its own share of Unitized Substances.
- 12.12. If a purchaser of the State's royalty taken in-kind does not take delivery, the Director may elect, without penalty, to underlift for up to six months following the failed delivery. The State may underlift all or a portion of its royalty share. The State's right to underlift is limited to the portion of its royalty share taken in-kind that the purchaser did not take delivery of or what is necessary to meet an emergency condition. The Director will give the unit operator written notice 30 days before the first day of the month in which the State will accept the underlifted royalty share of Unitized Substances. The State may correct an underlift of its royalty share at a daily rate not exceeding 25 percent of its royalty share of daily production, unless otherwise agreed.
 - 12.13. The Unit Operator will maintain records, and will keep and have in its possession, books and records including expense records, of all exploration, development, production, and disposition of all Unitized Substances and substances from outside the Unit Area that are

injected into the unit, Unitized Substances that are injected outside the unit, and substances injected into a Participating Area that were produced outside the Participating Area. Each Working Interest Owner will maintain records of the disposition of its portion of the Unitized Substances, substances produced from outside the unit that are injected into the Unit Area, and substances produced from outside a participating area that were injected into the Participating Area including sales prices, volumes, and purchasers. The Unit Operator or Working Interest Owner must provide the Director with copies of the records upon request. The books and records may be provided in a mutually agreeable electronic format. The books and records must employ methods and techniques that will ensure the most accurate figures reasonably available. The Unit Operator and the Working Interest Owners will use generally accepted and internally consistent accounting procedures, except when it would be inconsistent with net profit share lease regulations.

- 12.14. The Working Interest Owners acknowledge that when they provide records for DNR, either directly to DNR or indirectly through another State agency, DNR may disclose those records in an official investigation or proceeding, including an audit to which the records are relevant, in accordance with AS 38.05.036.
- 12.15. If a Lease requires payment of minimum royalty, the Lease is amended to delete that minimum royalty obligation.

ARTICLE 13: Unit Expansion and Contraction

- 13.1. Upon its own election or at the direction of the Director, the Unit Operator may apply to expand the Unit Area to include additional lands that include all or part of a reservoir or potential hydrocarbon accumulation or that facilitate production.
- 13.2. A Unit expansion is not effective until approved by the Director.
- 13.3. The Director will contract the Unit as provided in 11 AAC 83.356.
- 13.4. Within 30 days after approval by DNR of any expansion or contraction of the Unit Area, the Unit Operator will submit revised Exhibits A and B to the Director.

ARTICLE 14: Unit and Lease Termination

- 14.1. A Lease or portion of a Lease contracted out of the Unit Area may be maintained only in accordance with state law, the Lease, and this Agreement.
- 14.2. This Agreement may be terminated by an affirmative vote of the Working Interest Owners, subject to Director approval.

- 14.3. This agreement automatically expires and ceases to exist five years from the Effective Date of this Agreement as provided in 11 AAC 83.336. The Effective Date is not subject to change, regardless of any change to the Unit Area or amendment to this Agreement.
- 14.4. Each Lease committed to this Agreement is extended as provided in the Lease.
- 14.5. Each Lease committed to this Agreement on the day that this Agreement expires or terminates, will remain in force for an extension period of 90 days, or any longer period approved by the Director, and for so long thereafter as the Working Interest Owners are actively drilling or re-drilling or producing from the Lease in paying quantities.
- 14.6. Upon the expiration or termination of state Leases committed to this Agreement, the Working Interest Owners will continue to have rights as set forth in the Lease, including rights to access the Lease area for purposes of well abandonment and dismantlement, removal, and restoration. Notwithstanding any contrary Lease terms, within 120 days after expiration or termination of this Agreement, the Working Interest Owners will provide DNR with a proposed rehabilitation plan for any Unit Area Leases that are no longer in force, including (a) the location of all improvements; (b) plans for dismantling and removing each improvement and rehabilitating the area of the improvement; and (c) any requests to leave an improvement in place. To ensure that the Working Interest Owners return the land in good condition, DNR will approve or disapprove the rehabilitation plan and determine which, if any, improvements, such as roads, pads, and wells, may be left intact and the Working Interest Owners relieved of further responsibility for its maintenance, repair, abandonment, and rehabilitation. Returning the land in good condition includes, but is not limited to, compliance with an approved rehabilitation plan. The Working Interest Owners, or the Unit Operator on behalf of the Working Interest Owners, may at any time within a period of one year after the termination of Unit Area Leases, or any extension of that period as may be granted by DNR, remove from the Unit Area all machinery, equipment, tools, and materials. Upon the expiration of that period and at the option of DNR, any machinery, equipment, tools, materials, and improvements that the Unit Operator or Working Interest Owners have not removed from the Unit Area may, at the election of the State, become the property of the State, or be removed by the State at the expense of the Working Interest Owners, or DNR may issue an order requiring the Working Interest Owners to remove any machinery, equipment, tools, materials, and improvements within 90 days.

ARTICLE 15: Counterparts

- 15.1. The signing of counterparts of this Agreement will have the same effect as if all parties had signed a single original of this Agreement.

ARTICLE 16: Laws and Regulations

- 16.1. This Agreement and all state Leases subject to this Agreement are subject to all applicable state and federal statutes and regulations in effect on the Effective Date of this Agreement, and to all statutes and regulations or amendments to statutes and regulations placed in effect after the Effective Date of this Agreement, without regard to whether this Agreement references a particular statute or regulation. A reference to a statute or regulation in this Agreement includes any change in that statute or regulation whether by amendment, repeal and replacement, or other means. This Agreement does not limit the power of the State of Alaska or the United States of America to enact and enforce legislation or to promulgate and enforce regulations affecting, directly or indirectly, the activities of the parties to this Agreement or the value of interests held under this Agreement. In case of conflicting provisions, statutes and regulations take precedence over this Agreement.

ARTICLE 17: Appearances and Notices

- 17.1. If the State gives the Unit Operator a notice or order relating to this Agreement, it will be deemed given to all Working Interest Owners. All notices required by this Agreement will be given in writing and delivered electronically, personally, or by United States mail to the Unit Operator at the address listed below. All notices actually received will also be deemed properly given. The Unit Operator will give 30 days' written notice to the State and the other Working Interest Owners of any change in its notice address. The State will give 30 days' written notice to the Unit Operator of any change in its notice address.

Address of the Unit Operator:

Caelus Energy Alaska Smith Bay, LLC
560 E 34th Avenue
STE 200
Anchorage, AK 99503

Address of the State:

Director, Division of Oil and Gas
550 West Seventh Avenue, Suite 1100
Anchorage, Alaska 99501-3560

ARTICLE 18: Default

- 18.1. Failure to comply with any term of this Agreement, including Unit Plans or applicable statutes and regulations, is a default of this Agreement, without regard to any specific references to default in this Agreement.

- 18.2. The failure to comply with a Unit Plan or other aspect of this Agreement because of force majeure, as defined in 11 AAC 83.395, is not a default, so long as the Unit Operator is working diligently to overcome the force majeure condition. Failure to obtain a permit or other approval from a state, federal, or local agency or a landowner is not force majeure.
- 18.3. A seasonal restriction on Operations or production or other condition required in the Lease is not a suspension of Operations or production required by law or force majeure.

ARTICLE 19: Preservation of Rights

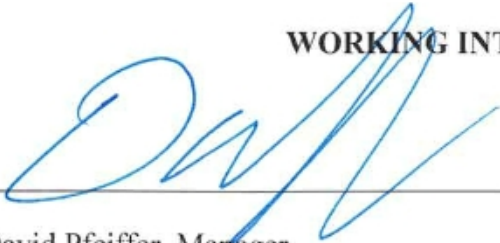
- 19.1. Nothing in this Agreement shall diminish a Party's right to appeal a decision of the Director, in accordance with 11 AAC 02.

[signature page follows]

IN WITNESS OF THE FOREGOING, the parties have executed this Unit Agreement on the dates opposite their respective signatures.

WORKING INTEREST OWNER(S)

By: _____



David Pfeiffer, Manager
Caclus Energy Alaska Smith Bay, LLC

Date: _____

10/6/2022

STATE OF ILLINOIS)
)ss.
KANE COUNTY)

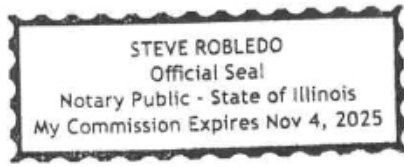
This certifies that on the 6 of October, 2022, before me, a notary public in and for the State of Illinois, duly commissioned and sworn, personally appeared David S Pfeiffer, known to me to be the person described in, and who executed the foregoing agreement, who then after being duly sworn according to law, acknowledged to me under oath that he executed same freely and voluntarily for the uses and purposes therein mentioned.

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



NOTARY PUBLIC in and for Illinois

My Commission Expires: 11/04/2025



By:


David Pfeiffer, President
The Smith Bay Company Alaska, Inc

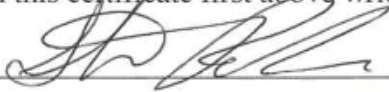
Date:

10/6/2022

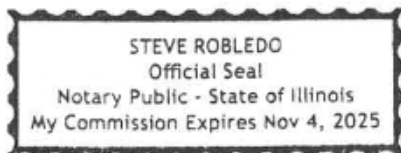
STATE OF ILLINOIS)
)ss.
KANE COUNTY)

This certifies that on the 6 of October, 2022, before me, a notary public in and for the State of Illinois, duly commissioned and sworn, personally appeared David S Pfeiffer, known to me to be the person described in, and who executed the foregoing agreement, who then after being duly sworn according to law, acknowledged to me under oath that he executed same freely and voluntarily for the uses and purposes therein mentioned.

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

..... 
NOTARY PUBLIC in and for Illinois

My Commission Expires: 11/04/2025



By: David Cruz

Date: 10/7/2022

David Cruz, Managing Member
L 71 Resources, LLC

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

This certifies that on the 7 of October, 2022, before me, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared David Cruz, known to me to be the person described in, and who executed the foregoing agreement, who then after being duly sworn according to law, acknowledged to me under oath that he executed same freely and voluntarily for the uses and purposes therein mentioned.

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

.....

Marcy Wood

NOTARY PUBLIC in and for Alaska

My Commission Expires: 9/10/24

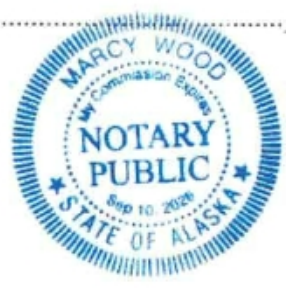


EXHIBIT "A"
Smith Bay Unit Agreement

Unit Tract Number	Lease	Effective Date	Expiration Date	Description	Gross Acreage	Working Interest Owners	Working Interest	Royalty	Overriding Royalty
1	ADL 392285	October 1, 2013	September 30, 2023	T19N, R10W, U.M. Sec. 19: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 15.63 ac. Sec. 20: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 526.91 ac. Sec. 21: Protracted, All, 640.00 ac. Sec. 28: Protracted, All, 640.00 ac. Sec. 29: Protracted, All, 640.00 ac. Sec. 30: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 204.46 ac. Sec. 31: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 294.39 ac. Sec. 32: Protracted, All, 640.00 ac. Sec. 33: Protracted, All, 640.00 ac.	4,241.39	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
2	ADL 392286	October 1, 2013	September 30, 2023	T19N, R10W, U.M. Sec. 22: Protracted, All, 640.00 ac. Sec. 23: Protracted, All, 640.00 ac. Sec. 24: Protracted, All, 640.00 ac. Sec. 25: Protracted, All, 640.00 ac. Sec. 26: Protracted, All, 640.00 ac. Sec. 27: Protracted, All, 640.00 ac. Sec. 34: Protracted, All, 640.00 ac. Sec. 35: Protracted, All, 640.00 ac. Sec. 36: Protracted, All, 640.00 ac.	5,760.00	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
3	ADL 392283	October 1, 2013	September 30, 2023	T19N, R9W, U.M. Sec. 19: Protracted, All, 600.00 ac. Sec. 20: Protracted, All, 640.00 ac. Sec. 21: Protracted, All tide and submerged lands shoreward of the line fixed by coordinates found in Exhibit A of the final decree in U.S. v. Alaska, No. 84 Original, 639.92 ac. Sec. 28: Protracted, All, 640.00 ac. Sec. 29: Protracted, All, 640.00 ac. Sec. 30: Protracted, All, 603.00 ac. Sec. 31: Protracted, All, 605.00 ac. Sec. 32: Protracted, All, 640.00 ac. Sec. 33: Protracted, All, 640.00 ac.	5,647.92	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership

EXHIBIT "A"
Smith Bay Unit Agreement

Unit Tract Number	Lease	Effective Date	Expiration Date	Description	Gross Acreage	Working Interest Owners	Working Interest	Royalty	Overriding Royalty
4	ADL 392284	October 1, 2013	September 30, 2023	T19N, R9W, U.M. Sec. 22: Protracted, All tide and submerged lands shoreward of the line fixed by coordinates found in Exhibit A of the final decree in U.S. v. Alaska, No. 84 Original, 471.74 ac. Sec. 23: Protracted, All tide and submerged lands shoreward of the line fixed by coordinates found in Exhibit A of the final decree in U.S. v. Alaska, No. 84 Original, 149.31 ac. Sec. 25: Protracted, All tide and submerged lands shoreward of the line fixed by coordinates found in Exhibit A of the final decree in U.S. v. Alaska, No. 84 Original, 465.95 ac. Sec. 26: Protracted, All tide and submerged lands shoreward of the line fixed by coordinates found in Exhibit A of the final decree in U.S. v. Alaska, No. 84 Original, 639.76 ac. Sec. 27: Protracted, All, 640.00 ac. Sec. 34: Protracted, All, 640.00 ac. Sec. 35: Protracted, All, 640.00 ac. Sec. 36: Protracted, All, 640.00 ac.	4,286.76	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
5	ADL 392282	October 1, 2013	September 30, 2023	T19N, R8W, U.M. Sec. 30: Protracted, All tide and submerged lands shoreward of the line fixed by coordinates found in Exhibit A of the final decree in U.S. v. Alaska, No. 84 Original, 142.92 ac. Sec. 31: Protracted, All tide and submerged lands shoreward of the line fixed by coordinates found in Exhibit A of the final decree in U.S. v. Alaska, No. 84 Original, 605.35 ac. Sec. 32: Protracted, All tide and submerged lands shoreward of the line fixed by coordinates found in Exhibit A of the final decree in U.S. v. Alaska, No. 84 Original, 476.19 ac. Sec. 33: Protracted, All tide and submerged lands shoreward of the line fixed by coordinates found in Exhibit A of the final decree in U.S. v. Alaska, No. 84 Original, 151.18 ac.	1,375.64	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership

EXHIBIT "A"
Smith Bay Unit Agreement

Unit Tract Number	Lease	Effective Date	Expiration Date	Description	Gross Acreage	Working Interest Owners	Working Interest	Royalty	Overriding Royalty
6	ADL 392280	October 1, 2013	September 30, 2023	T18N, R10W, U.M. Sec. 4: Protracted, All, 640.00 ac. Sec. 5: Protracted, All, 640.00 ac. Sec. 6: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 320.37 ac. Sec. 7: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 351.36 ac. Sec. 8: Protracted, All, 640.00 ac. Sec. 9: Protracted, All, 640.00 ac. Sec. 16: Protracted, All, 640.00 ac. Sec. 17: Protracted, All, 640.00 ac. Sec. 18: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 269.53 ac.	4,781.26	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
7	ADL 392191	January 1, 2013	December 31, 2022	T18N, R10W, U.M. Sec. 1: Protracted, All, 640.00 ac. Sec. 2: Protracted, All, 640.00 ac. Sec. 3: Protracted, All, 640.00 ac. Sec. 10: Protracted, All, 640.00 ac. Sec. 11: Protracted, All, 640.00 ac. Sec. 12: Protracted, All, 640.00 ac. Sec. 13: Protracted, All, 640.00 ac. Sec. 14: Protracted, All, 640.00 ac. Sec. 15: Protracted, All, 640.00 ac.	5,760.00	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
8	ADL 392188	January 1, 2013	December 31, 2022	T18N, R9W, U.M. Sec. 4: Protracted, All, 640.00 ac. Sec. 5: Protracted, All, 640.00 ac. Sec. 6: Protracted, All, 608.00 ac. Sec. 7: Protracted, All, 611.00 ac. Sec. 8: Protracted, All, 640.00 ac. Sec. 9: Protracted, All, 640.00 ac. Sec. 16: Protracted, All, 640.00 ac. Sec. 17: Protracted, All, 640.00 ac. Sec. 18: Protracted, All, 614.00 ac.	5,673.00	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
9	ADL 392187	January 1, 2013	December 31, 2022	T18N, R9W, U.M. Sec. 1: Protracted, All, 640.00 ac. Sec. 2: Protracted, All, 640.00 ac. Sec. 3: Protracted, All, 640.00 ac. Sec. 10: Protracted, All, 640.00 ac. Sec. 11: Protracted, All, 640.00 ac. Sec. 12: Protracted, All, 640.00 ac. Sec. 13: Protracted, All, 640.00 ac. Sec. 14: Protracted, All, 640.00 ac. Sec. 15: Protracted, All, 640.00 ac.	5,760.00	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership

EXHIBIT "A"
Smith Bay Unit Agreement

Unit Tract Number	Lease	Effective Date	Expiration Date	Description	Gross Acreage	Working Interest Owners	Working Interest	Royalty	Overriding Royalty
10	ADL 392185	January 1, 2013	December 31, 2022	T18N, R8W, U.M. Sec. 4: Protracted, All tide and submerged lands shoreward of the line fixed by coordinates found in Exhibit A of the final decree in U.S. v. Alaska, No. 84 Original, 639.79 ac. Sec. 5: Protracted, All, 640.00 ac. Sec. 6: Protracted, All, 608.00 ac. Sec. 7: Protracted, All, 611.00 ac. Sec. 8: Protracted, All, 640.00 ac. Sec. 9: Protracted, All, 640.00 ac. Sec. 16: Protracted, All, 640.00 ac.	5,672.79	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
11	ADL 392278	October 1, 2013	September 30, 2023	T18N, R8W, U.M. Sec. 1: All tide and submerged lands shoreward of the line fixed by coordinates found in Exhibit A of the final decree in U.S. v. Alaska, No. 84 Original, 60.99 ac. Sec. 2: All tide and submerged lands shoreward of the line fixed by coordinates found in Exhibit A of the final decree in U.S. v. Alaska, No. 84 Original, 142.48 ac. Sec. 3: All tide and submerged lands shoreward of the line fixed by coordinates found in Exhibit A of the final decree in U.S. v. Alaska, No. 84 Original, 465.28 ac. Sec. 10: Protracted, All, 640.00 ac. Sec. 11: Protracted, All, 640.00 ac. Sec. 12: Protracted, All, 640.00 ac. Sec. 13: Protracted, All, 640.00 ac. Sec. 14: Protracted, All, 640.00 ac. Sec. 15: Protracted, All, 640.00 ac.	4,508.75	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
12	ADL 392281	October 1, 2013	September 30, 2023	T18N, R10W, U.M. Sec. 19: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 237.70 ac. Sec. 20: Protracted, All, 640.00 ac. Sec. 21: Protracted, All, 640.00 ac. Sec. 28: Protracted, All, 640.00 ac. Sec. 29: Protracted, All, 640.00 ac. Sec. 30: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 180.72 ac. Sec. 31: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 191.42 ac. Sec. 32: Protracted, All, 640.00 ac. Sec. 33: Protracted, All, 640.00 ac.	4,449.84	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership

EXHIBIT "A"
Smith Bay Unit Agreement

Unit Tract Number	Lease	Effective Date	Expiration Date	Description	Gross Acreage	Working Interest Owners	Working Interest	Royalty	Overriding Royalty
13	ADL 392192	January 1, 2013	December 31, 2022	T18N, R10W, U.M. Sec. 22: Protracted, All, 640.00 ac. Sec. 23: Protracted, All, 640.00 ac. Sec. 24: Protracted, All, 640.00 ac. Sec. 25: Protracted, All, 640.00 ac. Sec. 26: Protracted, All, 640.00 ac. Sec. 27: Protracted, All, 640.00 ac. Sec. 34: Protracted, All, 640.00 ac. Sec. 35: Protracted, All, 640.00 ac. Sec. 36: Protracted, All, 640.00 ac.	5,760.00	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
14	ADL 392189	January 1, 2013	December 31, 2022	T18N, R9W, U.M. Sec. 19: Protracted, All, 616.00 ac. Sec. 20: Protracted, All, 640.00 ac. Sec. 21: Protracted, All, 640.00 ac. Sec. 28: Protracted, All, 640.00 ac. Sec. 29: Protracted, All, 640.00 ac. Sec. 30: Protracted, All, 619.00 ac. Sec. 31: Protracted, All, 622.00 ac. Sec. 32: Protracted, All, 640.00 ac. Sec. 33: Protracted, All, 640.00 ac.	5,697.00	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
15	ADL 392190	January 1, 2013	December 31, 2022	T18N, R9W, U.M. Sec. 22: Protracted, All, 640.00 ac. Sec. 23: Protracted, All, 640.00 ac. Sec. 24: Protracted, All, 640.00 ac. Sec. 25: Protracted, All, 640.00 ac. Sec. 26: Protracted, All, 640.00 ac. Sec. 27: Protracted, All, 640.00 ac. Sec. 34: Protracted, All, 640.00 ac. Sec. 35: Protracted, All, 640.00 ac. Sec. 36: Protracted, All, 640.00 ac.	5,760.00	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership

EXHIBIT "A"
Smith Bay Unit Agreement

Unit Tract Number	Lease	Effective Date	Expiration Date	Description	Gross Acreage	Working Interest Owners	Working Interest	Royalty	Overriding Royalty
16	ADL 392186	January 1, 2013	December 31, 2022	T18N, R8W, U.M. Sec. 19: Protracted, All, 616.00 ac. Sec. 20: Protracted, All, 640.00 ac. Sec. 21: Protracted, All, 640.00 ac. Sec. 28: Protracted, All, 640.00 ac. Sec. 29: Protracted, All, 640.00 ac. Sec. 30: Protracted, All, 619.00 ac. Sec. 31: Protracted, All, 622.00 ac. Sec. 32: Protracted, All, 640.00 ac. Sec. 33: Protracted, All, 640.00 ac.	5,697.00	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
17	ADL 392279	October 1, 2013	September 30, 2023	T18N, R8W, U.M. Sec. 22: Protracted, All, 640.00 ac. Sec. 23: Protracted, All, 640.00 ac. Sec. 24: Protracted, All, 640.00 ac. Sec. 25: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 246.18 ac. Sec. 26: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 401.34 ac. Sec. 27: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 635.85 ac. Sec. 34: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 488.71 ac.	3,692.08	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
18	ADL 392277	October 1, 2013	September 30, 2023	T17N, R10W, U.M. Sec. 4: Protracted, All, 640.00 ac. Sec. 5: Protracted, All, 640.00 ac. Sec. 6: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 152.16 ac. Sec. 7: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 2.19 ac. Sec. 8: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 545.97 ac. Sec. 9: Protracted, All, 640.00 ac. Sec. 16: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 295.30 ac. Sec. 17: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 332.46 ac.	3,248.08	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership

EXHIBIT "A"
Smith Bay Unit Agreement

Unit Tract Number	Lease	Effective Date	Expiration Date	Description	Gross Acreage	Working Interest Owners	Working Interest	Royalty	Overriding Royalty
19	ADL 392184	January 1, 2013	December 31, 2022	T17N, R10W, U.M. Sec. 1: Protracted, All, 640.00 ac. Sec. 2: Protracted, All, 640.00 ac. Sec. 3: Protracted, All, 640.00 ac. Sec. 10: Protracted, All, 640.00 ac. Sec. 11: Protracted, All, 640.00 ac. Sec. 12: Protracted, All, 640.00 ac. Sec. 13: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska 106.77 ac	4,518.12	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
20	ADL 392183	January 1, 2013	December 31, 2022	T17N, R9W, U.M. Sec. 4: Protracted, All, 640.00 ac. Sec. 5: Protracted, All, 640.00 ac. Sec. 6: Protracted, All, 625.00 ac. Sec. 7: Protracted, All, 628.00 ac. Sec. 8: Protracted, All, 640.00 ac. Sec. 9: Protracted, All, 640.00 ac.	3,813.00	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
21	ADL 392182	January 1, 2013	December 31, 2022	T17N, R9W, U.M. Sec. 1: Protracted, All, 640.00 ac. Sec. 2: Protracted, All, 640.00 ac. Sec. 3: Protracted, All, 640.00 ac. Sec. 10: Protracted, All, 640.00 ac. Sec. 11: Protracted, All, 640.00 ac. Sec. 12: Protracted, All, 640.00 ac.	3,840.00	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
22	ADL 392272	October 1, 2013	September 30, 2023	T17N, R8W, U.M. Sec. 3: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 311.11 ac. Sec. 4: Protracted, All, 640.00 ac. Sec. 5: Protracted, All, 640.00 ac. Sec. 6: Protracted, All, 625.00 ac. Sec. 7: Protracted, All, 628.00 ac. Sec. 8: Protracted, All, 640.00 ac. Sec. 9: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 624.54 ac. Sec. 10: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 56.99 ac.	4,165.64	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership

EXHIBIT "A"
Smith Bay Unit Agreement

Unit Tract Number	Lease	Effective Date	Expiration Date	Description	Gross Acreage	Working Interest Owners	Working Interest	Royalty	Overriding Royalty
23	ADL 392275	October 1, 2013	September 30, 2023	T17N, R9W, U.M. Sec. 16: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 628.54 ac. Sec. 17: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 567.82 ac. Sec. 18: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 163.89 ac. Sec. 21: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 176.01 ac.	1,536.26	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
24	ADL 392274	October 1, 2013	September 30, 2023	T17N, R9W, U.M. Sec. 13: Protracted, All, 640.00 ac. Sec. 14: Protracted, All, 640.00 ac. Sec. 15: Protracted, All, 640.00 ac. Sec. 22: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 627.60 ac. Sec. 23: Protracted, All, 640.00 ac. Sec. 24: Protracted, All, 640.00 ac.	3,827.60	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
25	ADL 392273	October 1, 2013	September 30, 2023	T17N, R8W, U.M. Sec. 16: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 431.36 ac. Sec. 17: Protracted, All, 640.00 ac. Sec. 18: Protracted, All, 630.00 ac. Sec. 19: Protracted, All, 633.00 ac. Sec. 20: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 520.95 ac. Sec. 21: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 50.07 ac. Sec. 29: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 99.54 ac. Sec. 30: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 587.73 ac. Sec. 31: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 109.20 ac.	3,701.85	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership

EXHIBIT "A"
Smith Bay Unit Agreement

Unit Tract Number	Lease	Effective Date	Expiration Date	Description	Gross Acreage	Working Interest Owners	Working Interest	Royalty	Overriding Royalty
26	ADL 392276	October 1, 2013	September 30, 2023	T16N, R9W, U.M. Sec. 2: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 86.58 ac. Sec. 3: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 289.96 ac. Sec. 4: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 63.30 ac. T17N, R9W, U.M. Sec. 25: Protracted, All, 640.00 ac. Sec. 26: Protracted, All, 640.00 ac. Sec. 27: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 438.03 ac. Sec. 33: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 26.76 ac. Sec. 34: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 552.62 ac. Sec. 35: Protracted, All, 640.00 ac. Sec. 36: Unsurveyed, All, excluding the National Petroleum Reserve-Alaska, 542.40 ac.	3,919.65	Caelus Energy Alaska Smith Bay, LLC The Smith Bay Company Alaska, Inc. L 71 Resources, LLC	75.00% 17.50% 7.50%	12.50%	3.86120% See below for details regarding ORRI ownership
Total Acreage:					-	117,093.63			

EXHIBIT "A"
Smith Bay Unit Agreement

Unit Tract Number	Lease	Effective Date	Expiration Date	Description	Gross Acreage	Working Interest Owners	Working Interest	Royalty	Overriding Royalty
Detailed ORRI Ownership for each of the Smith Bay Unit Subject Leases are indenticle and is as follows:						Doyon Limited	0.75000%		
						L71 Resources, LLC	0.12750%		
						Alaska Oil and Gas Operating	0.12250%		
						CEA ORRI LLC	0.60000%		
						FCS Adevisors	0.90000%		
						John Paul DeJoria Family Trust	0.08750%		
						Alexis Dejoria	0.01250%		
						John Anthony DeJoria 2004 Family	0.01250%		
						Michaeline DeJoria Heydari	0.01250%		
						Daniel Gilbertson	0.20000%		
						James & Leta Thurman	0.13330%		
						AFO LLC	0.10000%		
						Geohorn LLC	0.13330%		
						David A & Laurel E Hale	0.13330%		
						First Alaskan Oil	0.30000%		
						Emerson Diamond	0.17500%		
						Borealis Alaska Oil, Inc.	0.06130%		
						Total ORRI	3.86120%		

Exhibit "B"

Attached to and made a part of that certain Smith Bay Unit Agreement

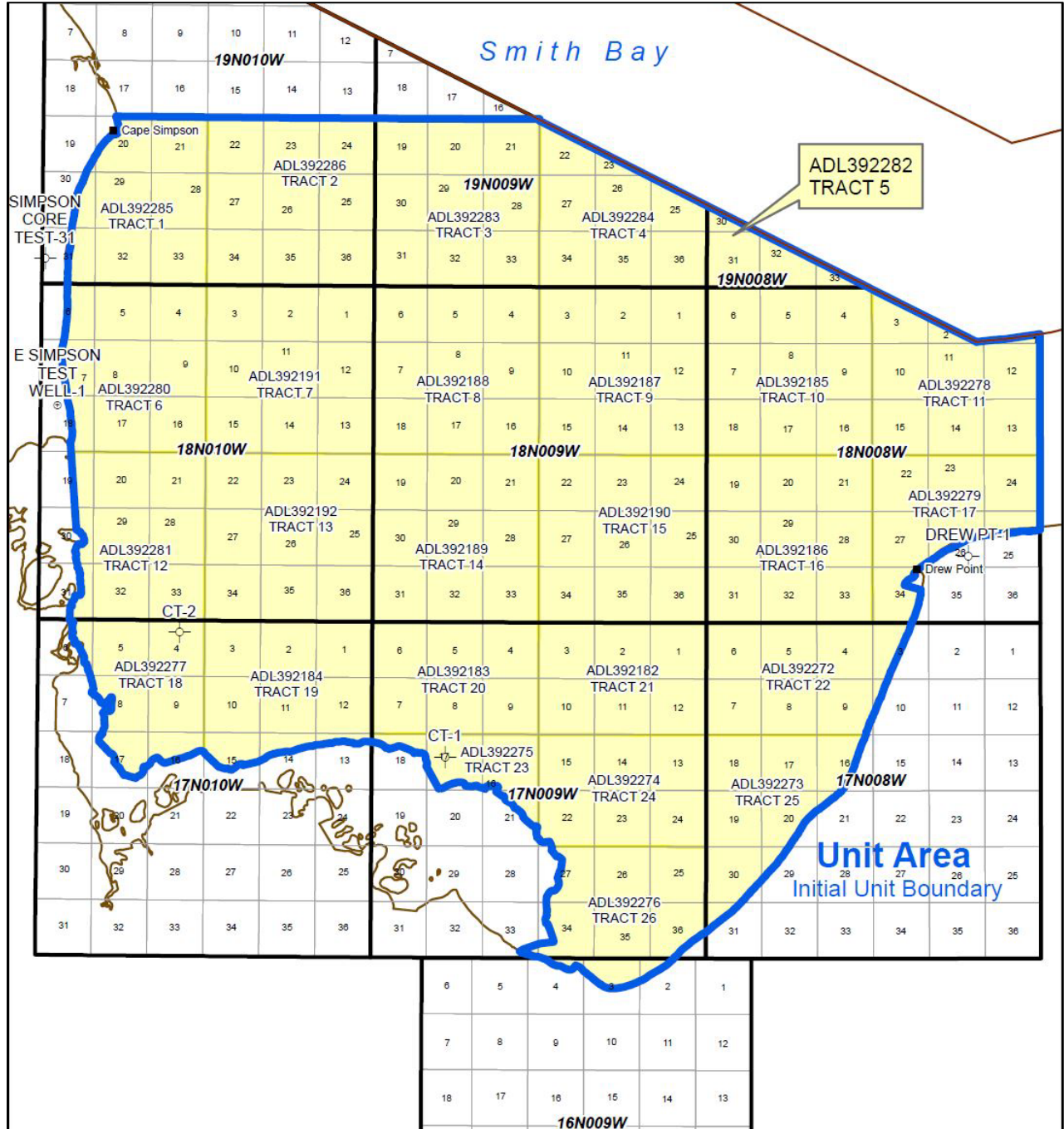


Exhibit “G”

Attached to and made a part of that certain Smith Bay Unit Agreement

**PLAN OF EXPLORATION AND DEVELOPMENT
SMITH BAY, ALASKA**

Outlined below is the initial Plan of Exploration for the proposed Smith Bay Unit. The proposed Unit will encompass approximately 117,094 acres of State land within the shallow waters of Harrison Bay, Alaska. The water depth in Smith Bay is very shallow with the main area of interest averaging less than 8’. The proposed unit is immediately offshore in State Waters and the upland adjacent areas are federal lands located within the NPRA.

The Plan of Exploration is a 5-year forecast of planned unit exploration activities. The primary exploration target for the proposed Smith Bay Unit is Cretaceous (Albian) Lower Torok turbidite sandstones. Other reservoir intervals of potential interest include, the Cretaceous Albian “topset” sandstones, the Lower Cretaceous Kuparuk “C” sandstones, the Middle Jurassic “Simpson/Kugrua” sandstones, the Triassic Ivishak sandstones, and the Carboniferous Lisburne carbonates and Endicott sandstones.

The Smith Bay Owners have drilled two exploratory wells upon the proposed Unit Lands. The CT-1 and CT-2 were drill, evaluated and P&A’d in the winter of 2016. Surface and bottomhole locations for these wells are as follows:

Well	Surface Location	Bottomhole Location	Depth
CT-1	<u>T17N-R9W-Umiat Meridian-Alaska</u> Section 17: 3,269’ FSL, 3,205’ FEL	<u>T17N-R9W-Umiat Meridian-Alaska</u> Section 17: 4,272’ FSL, 3,201’ FEL	6,919’ TVDSS
CT-2	<u>T17N-R10W-Umiat Meridian-Alaska</u> Section 4: 4,308’ FSL, 2,001’ FEL	<u>T17N-R10W-Umiat Meridian-Alaska</u> Section 4: 4,153’ FSL, 320’ FEL	8,995’ TVDSS

Plan of Exploration Drilling Work Commitment

The initial Plan of Exploration for the proposed Smith Bay Unit represents our current thoughts regarding exploration activities and is based upon the Working Interest Owner’s current analysis of existing geologic, geophysical and engineering data. As additional information is collected and exploration activities are completed, this Plan of Exploration may be modified to optimize exploitation of identified resources within the Unit Area. Annual updates and progress reports to this Plan of Exploration will be filed with the Department of Natural Resources.

The Working Interest Owners propose a term of 5 years for this initial Plan of Exploration. The Parties commit to the drilling one more appraisal well to be drilled during the 2026 Winter Drilling Season. Other activities discussed within this Plan of Exploration are included to inform the Department of the Working Interest Owner’s plans and intentions; however, they are not intended to represent firm work commitments. The work commitments made under this Plan of

Exploration will be satisfied when the proposed CT-3 appraisal well discussed within this Unit Plan is drilled, provided such well is drilled on or before the time set forth in this Unit Plan.

The Smith Bay Unit Owners intend to drill and test an appraisal well where commercial flow rates of light oil could be achieved. Because of logistical and time limitations, a location close to shore, in shallow water and in the vicinity of CT-1 where oil saturated Lower Torok reservoirs are known to exist, is considered as the best option. The following provisional CT-3 evaluation and well testing plan, is as follows:

Well	Surface Location
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CT-3	<u>T17N-R09W-Umiat Meridian-Alaska</u> Section 16: 2,459' FNL, 3,750' FEL
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- Drill a pilot hole to approximately 7,500' to TD in the HRZ
- The base plan would be to then drill and complete a 2,200' lateral in the Torok reservoir of choice
- ST-1 to be drilled to a TD of 7,124' MD (5,363' TVD)
- The well would be fracture stimulated with four mechanical diversion stages
- Each stage would consist of ~200 Klbs., of 20/40 CarboLite at 8 PPA max concentration
- Kick off with nitrogen lift and coiled tubing assist
- Estimated flow rates of ~2,000 to 3,000 BLPD
- Fluid storage estimates on site requires ~10,000 bbls.
- A flow periods of five days (zero water cut after 48 hours) plus five days of PBU
- Fluid injection down annulus
- Well to be PA'd and all equipment de-mobbed off the ice

In addition to the test data, the collection of additional reservoir information is a prime objective:

- Collect RSWC samples through the key reservoir intervals
- Obtain quality log data to be able to calculate a log derived Kh
- Gather PVT quality fluid data and formation evaluation via production test
- Calculate PTA derived Kh
- Compare fluids recovered to previous fluid extract results
- Determine formation GOR

Seismic Program

The Smith Bay Unit Working Interest Owners have acquired from third parties 3-D seismic and 2-D seismic over the proposed Unit Area. Following the drilling of the CT-3 appraisal well in the 2026 Winter Drilling Season, the Working Interest Owners will evaluate and consider the reprocessing of certain seismic data to improve our understanding of the prospective reservoir characteristics and parameters.