

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

STATE OF ALASKA,)
)
Plaintiff,)
)
v.)
)
TESORO ALASKA COMPANY LLC;)
TESORO ALASKA TERMINALS LLC;)
TESORO LOGISTICS LP; AND)
TESORO LOGISTICS OPERATIONS)
LLC,)
)
Defendants.) Case No.: 3AN-16- _____ CIV
)
)
_____)

CONSENT DECREE

Preamble

Plaintiff State of Alaska (State) filed its Complaint herein and defendants, TESORO ALASKA COMPANY LLC; TESORO ALASKA TERMINALS LLC; TESORO LOGISTICS LP; and TESORO LOGISTICS OPERATIONS LLC (Defendants), were served with the Summons and Complaint. The State and Defendants, by and through their undersigned attorneys or officers, have consented to the entry of this Consent Decree without trial or adjudication of any issue of fact or law herein. This Consent Decree does not constitute evidence against or admission by any party with respect to any issue of law or fact herein or in the Complaint.

RECITALS

WHEREAS, TESORO ALASKA COMPANY LLC (Tesoro) owns and operates, among others: (1) the Kenai refinery and associated petroleum products storage located in Cook Inlet, Alaska; and (2) a business distributing, marketing, and selling petroleum products to customers in the State of Alaska;

WHEREAS, TESORO ALASKA TERMINALS LLC (TAT) is a wholly owned subsidiary of TESORO and TESORO is a wholly owned subsidiary of Tesoro Corporation, a publicly traded independent petroleum refining and marketing company;

WHEREAS, TESORO LOGISTICS OPERATIONS LLC (Tesoro Logistics) is a wholly owned subsidiary of Tesoro Logistics LP (TLLP), a publicly traded limited partnership formed to own, operate, develop, and acquire logistics assets for the distribution, transportation, and storage of petroleum products, among others;

WHEREAS, TLLP is managed by its general partner, Tesoro Logistics GP, LLC, whose board of directors is independent from Tesoro Corporation's board of directors;

WHEREAS, Tesoro Logistics owns and operates, among others: (1) two petroleum products terminal storage facilities located in the Port of Anchorage, Tesoro Anchorage 1 Terminal and Tesoro Anchorage 2 Terminal (collectively, "Tesoro's Anchorage Terminals"); (2) a petroleum products terminal facility in Nikiski, adjacent to Tesoro's Kenai refinery; and (3) the Tesoro Alaska Pipeline (TAPL), a 69-mile petroleum products pipeline connecting the Nikiski terminal and Kenai refinery to the Port of Anchorage;

WHEREAS, Flint Hills Resources Alaska, LLC (FHR), a wholly owned subsidiary of Flint Hills Resources, LLC, owns and operates: (1) a petroleum products terminal storage facility located in the Port of Anchorage (Acquired Anchorage Terminal); (2) a jet fuel terminal storage facility at the Fairbanks International Airport in Fairbanks (Fairbanks Terminal); and (3) a business distributing, marketing, and selling petroleum products to customers in the State of Alaska (Marketing Assets).

WHEREAS, FHR also owns the North Pole refinery, located near Fairbanks, which FHR converted into a petroleum products storage terminal since the shutdown of the refining operations in 2014;

WHEREAS, Tesoro and FHR have executed an asset purchase agreement (Agreement) pursuant to which Tesoro agreed to acquire the Acquired Anchorage Terminal, Fairbanks Terminal, and Marketing Assets (Acquisition);

WHEREAS, the North Pole refinery is not part of the Acquisition;

WHEREAS, FHR has operated the Acquired Anchorage Terminal and Fairbanks Terminal as proprietary assets for its sole use and has not offered storage and terminalling services at these facilities to third parties;

WHEREAS, Tesoro, TAT, and Tesoro Logistics assert that the Acquisition will:

- (1) support the economic utilization and overall health of the Kenai refinery; and
- (2) provide a reliable and secure source of petroleum product supply to Alaska's interior regions utilizing the rail loading capabilities of the Acquired Anchorage Terminal;

WHEREAS, Tesoro, TAT, and Tesoro Logistics assert that the Acquisition does not alter the supply options for petroleum products in Alaska because, (1) since the

shutdown of the North Pole refinery in 2014, FHR has not imported any out-of-state petroleum products but instead, has purchased from Tesoro all the petroleum products it supplied to its Marketing Assets and is contractually committed to acquire its supply from Tesoro for the next eight (8) years, and (2) FHR has operated the Acquired Anchorage Terminal on a proprietary basis;

WHEREAS, the State asserts the Acquisition will alter supply options for the purchase and delivery of petroleum products in Alaska by removing a competitor from the market and eliminating a potential source of imported supply of petroleum products;

WHEREAS, the State through its Attorney General, believes that the Acquisition may be unlawful under Alaska and federal antitrust law by substantially reducing competition;

WHEREAS, the State has conducted an investigation into the Acquisition pursuant to AS 45.50.495 and AS 45.50.590;

WHEREAS, neither the execution or the entry of this Consent Decree nor the terms hereof are intended to alter, modify, supplement, or rescind in any way the respective rights and obligations of Defendants related to the Acquisition;

WHEREAS, Defendants do not admit and continue to deny that such transaction is unlawful;

WHEREAS, the Court has made no determination of any violation of the law;

WHEREAS, the State and Defendants wish to avoid litigation and resolve the potential controversy on mutually acceptable terms;

WHEREAS, in order to resolve this matter, Tesoro Logistics has agreed to divest Tesoro Terminal 1 Assets to a third party in accordance with the terms of this Consent Decree subject to the approval of the Attorney General, which shall not be unreasonably withheld;

WHEREAS, Defendants have agreed to be bound by the provisions of this Consent Decree subject to the Court's approval;

WHEREAS, the Attorney General believes the terms of this Consent Decree are fair and reasonable and in the public interest because this Consent Decree benefits competition by ensuring the availability of adequate storage capacity and terminalling services at Tesoro Terminal 1 to provide effective competition in the terminalling, storage, and sale of petroleum products.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

I. JURISDICTION

This Court has jurisdiction over the subject matter of this action pursuant to AS 45.50.582 and over each of the parties hereto. Venue is proper in this Judicial District pursuant to Alaska Civil Rule 3. The Complaint states a claim upon which relief may be granted against the Defendants under Alaska antitrust law. The Attorney General of the State of Alaska has authority to bring this action pursuant to AS 45.50.580. By entering into this Consent Decree, the Defendants consent and agree to the jurisdiction of this Court and to this venue for all purposes.

II. DEFINITIONS

As used in this Consent Decree:

A. “Acquisition” means the purchase of FHR’s Acquired Anchorage Terminal, Fairbanks Terminal, and Marketing Assets by Tesoro as set forth in the Asset Purchase Agreement dated November 20, 2015.

B. “Attorney General” means the Alaska Attorney General.

C. “Court” means the Third Judicial District at Anchorage of the Superior Court for the State of Alaska.

D. “Direct Cost” means the actual cost of materials, resources, services, and labor, including employee benefits, plus the actual cost of any third-party charges.

E. “Divestiture Date” means the date on which Tesoro Logistics divests Tesoro Terminal 1.

F. “Effective Date” means the date this Consent Decree is approved by the Court.

G. “Existing Contracts” means agreements between Tesoro Logistics and third parties for storage and terminalling at Tesoro’s Anchorage Terminals.

H. “Tank 1” means the approximately 10,000-barrels storage tank at Tesoro Terminal 1, currently storing Transmix delivered into the TAPL receiving station at the Port of Anchorage.

I. “Tesoro Terminal 1” means the Tesoro Logistics petroleum products terminal storage facility of approximately 210,000-barrels storage capacity located at 1522 Anchorage Port Road, Anchorage, AK 99501.

J. “Tesoro Terminal 1 Assets” means all Tesoro Logistics’ right, title, and interest in and to all property and assets, real, personal, or mixed, tangible and intangible, related to the storage and terminalling operations at Tesoro Terminal 1, specifically excluding:¹

- (i) TAPL receiving station;
- (ii) TAPL receiving building;
- (iii) TAPL safety relief system;
- (iv) Tank 1 and Tank 9 at Tesoro Terminal 1 (which are integral to the TAPL safety relief system);
- (v) Maintenance warehouse;
- (vi) Manifold located south of Terminal 1 and all lines connecting it to other Tesoro’s assets; and
- (vii) all other assets and infrastructure necessary for Defendants’ continued operations of TAPL, Tesoro Anchorage Terminal 2, and the Acquired Terminal.

K. “Transitional Assistance” means any (1) administrative assistance (including, but not limited to, order processing, shipping, accounting, and information transitioning services); or (ii) technical assistance with respect to the provision of storage and terminalling services.

¹ Despite these exclusions, Tesoro agrees to make reasonable and necessary accommodations to a future Terminal 1 owner to ensure fuel products are delivered to and from Terminal 1 consistent with the intent of this consent decree.

L. “Transmix” means the mixture of petroleum products resulting from pipeline transit.

M. “Qualified Third Parties” means creditworthy customers as reasonably determined by Tesoro Logistics who agree to follow industry standard practices related to health, safety, security, and environmental protection. Qualified Third Parties must also satisfy the financial responsibility requirements of the State applicable to their respective marine, rail, and truck shipments distributed through Tesoro Terminal 1. The following actual or potential competitors of Tesoro shall be deemed Qualified Third Parties, if they satisfy the State financial responsibility requirements: Delta Western Inc., Crowley Petroleum Distribution, Petro Star Inc., Petro Marine Services, Petro 49 Inc., Shoreside Petroleum, Chevron Products Company, Shell Oil Products US, and Erickson Petroleum Corporation.

III. APPLICABILITY

After the closing of the Acquisition, this Consent Decree shall apply to the Defendants and any other current and future subsidiary, affiliate, or parent of Tesoro, and to any successors or assigns of any of the Defendants.

This Consent Decree does not apply to Existing Contracts and does not create an obligation on Defendants to offer storage and terminalling services to third parties at its Anchorage Terminals or the Acquired Terminal except as explicitly set forth in this Consent Decree.

IV. TERM

The initial term of this Consent Decree will be 10 (ten) years, beginning upon Court approval of this Consent Decree or such lesser time as is necessary to complete the divestiture as set forth in *Section V.B.* and provide Transition Assistance as set forth in *Section V.G.* Notwithstanding the above, the parties may agree in writing to terminate this Consent Decree at an earlier time if the parties agree the competitive concerns addressed by this Consent Decree have been alleviated.

V. TERMS AND CONDITIONS

Defendants agree to the following terms and conditions:

A. Closing.

Tesoro may close on the Acquisition immediately.

B. Divestiture of Tesoro Terminal 1 Assets.

1. Tesoro Logistics is ordered and directed, following the consummation of the Acquisition, to divest absolutely and in good faith Tesoro Terminal 1 Assets for no less than the confidential Minimum Reserve Price produced by Defendants to the Attorney General in response to an investigative demand under AS 45.50.495 and AS 45.50.592, based upon the fair market value of Tesoro Terminal 1 to a party that receives the prior approval of the Attorney General (Acquirer) no later than one (1) year after the Effective Date. The divestiture will include all Terminal 1 assets as defined in this Consent Decree. Tesoro will also make reasonable and necessary accommodations to facilitate delivery of fuel products to and from Terminal 1 in the event the divested assets are insufficient to meet the reasonable needs of the new owner.

2. In deciding whether to approve the proposed purchaser, the Attorney General will consider whether the purchaser intends to operate and/or utilize the facility in a manner that is likely to preserve competition in markets currently served by FHR's Acquired Anchorage Terminal, consistent with the intent of this Consent Decree.

3. No later than the Divestiture Date, Defendants shall secure all approvals, consents, ratifications, waivers, or other authorizations from third parties that are necessary for the divestiture of the Tesoro Terminal 1 Assets.

4. If, notwithstanding the exercise of its good faith best efforts, Tesoro Logistics is unable to close the transaction and divest the Tesoro Terminal 1 Assets within one (1) year after the Effective Date, Tesoro Logistics may apply to the Attorney General for additional time to close such transaction and divest the Tesoro Terminal 1 Assets.

C. Lease of Tesoro Terminal 1 Assets.

If, notwithstanding the exercise of its good faith best efforts, Tesoro Logistics is unable to divest Tesoro Terminal 1 at the Minimum Reserve Price, subject to the approval of the Attorney General, Tesoro Logistics shall proceed to lease the storage capacity at Tesoro Terminal 1 to a Qualified Third Party or, if no single party is interested to lease the entire storage capacity, to multiple Qualified Third Parties on a non-discriminatory basis and for term(s) not to exceed ten (10) years from the Effective Date. The lease rates shall be market-based and mutually agreed by the parties.

D. Third Party Access to Tesoro Terminal 1.

If, notwithstanding the exercise of its good faith best efforts, Tesoro Logistics is unable to divest Tesoro Terminal 1 at the Minimum Reserve Price or lease Tesoro Terminal 1 pursuant to the paragraph above, subject to the approval of the Attorney General, Tesoro Logistics shall offer terminalling, storage, and ancillary services at Tesoro Terminal 1 on a non-discriminatory basis to Qualified Third Parties under the conditions stated below:

1. Up to the storage capacity at Tesoro Terminal 1, subject to all lease agreements entered into pursuant to *Section V.C.* and upon customer request, Tesoro Logistics shall negotiate terminalling agreements with terms extending up to ten (10) years from the Effective Date in a form substantially similar to *Exhibit B* and pricing terms consistent with *Exhibit A*.

(a) The adjustments to base fees set forth in *Exhibit A* are based upon the length of term and minimum volume commitments of the Qualified Third Party, where longer and larger commitments result in lower fees.

(b) The fees of a fixed amount set forth in *Exhibit A* and in any subsequently negotiated terminalling agreements between Tesoro Logistics and Qualified Third Parties will be increased on July 1 of each year, commencing on July 1, 2017, by a percentage equal to the greater of zero or the positive change, if any, in the CPI-U (All Urban Consumers) for the prior calendar year, as reported by the Bureau of Labor Statistics, and rounded to the nearest one-tenth (1/10) of one percent (1%).

2. Tesoro Logistics' commitments to offer storage capacity to third parties shall apply regardless of whether the terminal customers plan to use the requested storage capacity to supply current Tesoro petroleum product customers.

3. Tesoro Logistics shall offer the following services at the Tesoro Terminal:

(a) **Terminalling Throughput Services.** Subject to all lease agreements concluded pursuant to *Section V.*, Tesoro Logistics will offer throughput on a commingled basis, inclusive of staging storage (required for ratable truck, or barge unloading and loading). The service will include the use of truck rack for loading trucks, but will not include dedicated storage, tank leasing, rail loading services, additive services, marine unloading services, or ancillary services described below.

(b) **Additives Services.**

(i) Tesoro Logistics will offer additive services to be performed with additive systems currently operational at the Tesoro Terminal 1. The additive service fee will not vary with the customer term and volume commitment. However, the fee for generic additive services will vary upon the specific additive package and dosing requirements consistent with standard industry practices.

(ii) Tesoro Logistics is not required to offer additive services at the pricing set forth in *Exhibit A*, if the provision of such services requires Tesoro Logistics to install a new additive system. Tesoro Logistics will consider installing a new additive system if, upon good faith negotiations, the customer offers the requisite guarantees, commits to pay Tesoro Logistics a capital recovery fee and commits

to a minimum term and volume sufficient to compensate Tesoro Logistics for the required expenditures at its then current cost of capital.

(c) **Unloading Services.** Tesoro Logistics will provide marine loading services in conjunction with the Port of Anchorage wharf and valve yard operating practices. Customers shall make their own arrangements with the Port of Anchorage, Cook Inlet Spill Prevention & Response, Inc. (CISPRI), and other relevant agencies regarding the customer's marine shipments over the water and into the Port of Anchorage. Customers shall be responsible for any fees charged by the Port of Anchorage with respect to such services.

(d) **Ancillary Services.** Tesoro Logistics will provide ancillary services, including in-tank transfers, trans-mix unloading, jet fuel testing and certification, and other services in accordance with a common fee schedule for the terminal.

E. Continuing Divestiture Obligation.

During the term of the Consent Decree, Tesoro Logistics shall have the annual obligation to offer to divest to interested third parties the Tesoro Terminal 1 Assets at the Minimum Reserve Price subject to any terminalling agreements entered into pursuant to *Sections V. C. and D.*

F. Defendants' Temporary Use of Tesoro Terminal 1.

For compensation that shall not exceed the Direct Cost for providing the services, unless otherwise agreed to by Defendants and the Acquirer, Defendants shall be permitted to keep Tesoro's IT infrastructure necessary for the operations of TAPL and

Tesoro' Anchorage Terminals at Tesoro Terminal 1 control room for not more than eighteen (18) months after the Divestiture Date or such lesser time as Defendants require to relocate such infrastructure.

G. Transitional Assistance.

At the request of the Acquirer and in a manner that receives the prior approval of the Attorney General, Tesoro shall provide Transitional Assistance to the Acquirer for a period of not more than three (3) months after the Divestiture Date.

Tesoro Logistics shall not require the Acquirer to pay compensation for Transitional Assistance that exceeds the Direct Cost for providing such assistance.

If, notwithstanding the exercise of their good faith best efforts, the Acquirer still needs Transitional Assistance from the Tesoro Logistics for more than three (3) months after the Divestiture Date, the Acquirer may apply to the Attorney General for an extension of the Transitional Assistance period that shall not continue for more than another nine (9) months.

VI. OTHER REMEDIAL PROVISIONS

A. It is the purpose and goal of this Consent Decree to mitigate the anticompetitive effects of the Acquisition alleged by the State. After the closing of the Acquisition, Tesoro shall not engage in any conduct that directly or indirectly interferes with its obligations under this Consent Decree, and will not take any action to circumvent the terms of this Consent Decree.

B. With reasonable notice and upon the Alaska Attorney General's written request for a meeting, Tesoro Logistics' representatives with oversight and operational

responsibilities over the Tesoro Terminal 1 shall meet the duly authorized representative(s) of the Alaska Attorney General to discuss potential issues related to the implementation of this Consent Decree. Any such meeting shall be held at a mutually agreeable location, and Tesoro Logistics may have counsel present. At the meeting, the respective representatives will negotiate in good faith, with the objective of reaching a mutually agreeable resolution of any potential issue related to the implementation of this Consent Decree.

C. From the Effective Date and until the Divestiture Date, except as otherwise required by this Consent Decree, Tesoro Logistics, as the current operator of Tesoro Terminal 1, is hereby ordered and directed to manage Tesoro Terminal 1 Assets in the ordinary course of business consistent with past practices as of the date the Defendants announced the Acquisition.

D. Tesoro Logistics shall implement procedures ensuring that following the Effective Date, Tesoro's respective employees and executives in charge of marketing and sales of petroleum products do not have access to the following non-public information and data regarding third-party customers:

1. Customers' committed and projected throughput, dedicated storage, and leased tankage volumes;
2. Customers' throughput rates; and
3. Customers' pricing and terms of commitment.

VII. COMPLIANCE INSPECTION

A. For the purposes of determining or securing compliance with this Consent Decree, and subject to any legally recognized privilege, authorized representatives of the State, including consultants and other persons, shall, upon the written request of the Attorney General, and on reasonable notice to Tesoro Logistics, be permitted:

1. Access during office hours to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of Tesoro Logistics, which may have counsel present, relating to this Consent Decree; and

2. Subject to the reasonable convenience of Tesoro Logistics, and without restraint or interference from them, to interview directors, officers, employees, and agents of Tesoro Logistics, which may have counsel present, regarding any such matters.

B. Upon written request and within reasonable time necessary to gather the relevant documentation, Tesoro Logistics shall submit written reports as requested by the State concerning the matters contained in this Consent Decree, and will provide written responses to questions, and supporting documents, upon request of the Attorney General concerning the matters contained in this Consent Decree.

C. All documents and information provided by Tesoro Logistics hereunder shall be deemed to be responsive to the Attorney General's demands under AS 45.50.592, and shall be subject to the nondisclosure provisions of AS 45.50.592(e). No information or any documents obtained by the means provided in this paragraph shall be divulged by

any representative of the State to any person other than a duly authorized representative of the Attorney General, except for the purpose of enforcing compliance with this Consent Decree, or as otherwise required by law or directed by the Court.

VIII. NOTICES

Any notices required by this Consent Decree shall be delivered via first class mail and email to the parties at the following addresses:

A. For the State of Alaska

Clyde E. Sniffen, Jr
Chief Assistant Attorney General
1031 W. 4th Ave. #200
Anchorage, AK 99510
907-269-5100
Ed.sniffen@alaska.gov

B. For Tesoro Alaska Company LLC

19100 Ridgewood Parkway
San Antonio, Texas 78259
Attn: Kim K.W. Rucker
Fax: (210) 745-4659
Kim.Rucker@tsocorp.com

C. For Tesoro Alaska Terminals LLC

19100 Ridgewood Parkway
San Antonio, Texas 78259
Attn: Kim K.W. Rucker
Fax: (210) 745-4659
Kim.Rucker@tsocorp.com

D. For Tesoro Logistics LP

19100 Ridgewood Parkway
San Antonio, Texas 78259
Attn: Kim K.W. Rucker
Fax: (210) 745-4659
Kim.Rucker@tsocorp.com

E. For Tesoro Logistics Operations LLC

19100 Ridgewood Parkway
San Antonio, Texas 78259
Attn: Kim K.W. Rucker
Fax: (210) 745-4659
Kim.Rucker@tsocorp.com

IX. RETENTION OF JURISDICTION

Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Consent Decree to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction, implementation, or modification of any of the provisions of this Consent Decree, for the enforcement of compliance herewith, and for the punishment of any violations hereof.

X. VOLUNTARY ACT OF THE PARTIES

The parties expressly acknowledge and agree that this Consent Decree is voluntarily entered into as the result of arm's-length negotiation, and all parties hereto were represented by counsel in deciding to enter into this Consent Decree.

XI. OTHER RELIEF

If Defendants fail to comply with the terms of this Consent Decree, the Court may order appropriate relief pursuant to AS 45.50.580 on motion of the State for cause and

upon appropriate notice to Defendants and with an opportunity for Defendants to respond as provided in the Alaska Rules of Civil Procedure.

XII. PUBLIC COMMENT

This Consent Decree is being submitted by the parties to the Court for approval pursuant to AS 45.50.584. In accordance with this procedure, the Consent Decree does not become final until it is approved by the Court, which cannot happen until sixty (60) days after its filing. During this 60-day period, interested persons may file verified exceptions to the form or substance of the Consent Decree, and after a hearing on such exceptions, the Court may approve or refuse to enter the Consent Decree. Copies of all such verified exceptions shall be served by the submitting person on the parties to the Consent Decree for their review, and each party may respond to such exceptions at or prior to the hearing as each party deems appropriate or as directed by the Court. The Defendants agree to publish, at the Defendants' expense, notice, the form and contents of which are subject to the State's approval, of the execution and terms of the Consent Decree, the place or places at which members of the public may obtain copies of the Consent Decree and/or any summaries thereof or comments thereon prepared by the parties hereto, and the procedure for submitting verified exceptions thereto. Such notice shall be published in the Anchorage Daily News, Kenai Peninsula Clarion, Fairbanks Daily News–Miner, and the Juneau Empire on two occasions, the first being within ten (10) days after the lodging of this Consent Decree with the Court, and the second between ten (10) and twenty (20) days after the lodging of this Consent Decree with the Court.

XIII. PUBLIC INTEREST

The terms of this Consent Decree are fair and reasonable, and the court finds that entry thereof is in the public's interest.

STATE OF ALASKA

DATED: _____

By: _____
CRAIG W. RICHARDS
ATTORNEY GENERAL

TESORO ALASKA COMPANY LLC

DATED: 6/10/2016

By: _____
GREGORY J. GOFF
CHAIRMAN OF THE BOARD
OF MANAGERS AND PRESIDENT

TESORO ALASKA TERMINALS LLC

DATED: 6/10/2016

By: _____
GREGORY J. GOFF
CHAIRMAN OF THE BOARD
OF MANAGERS AND PRESIDENT

TESORO LOGISTICS LP

DATED: 6/10/2016

By: _____
GREGORY J. GOFF
CHAIRMAN OF THE BOARD OF
DIRECTORS AND CHIEF
EXECUTIVE OFFICER OF TESORO
LOGISTICS GP, LLC, ITS GENERAL
PARTNER

TESORO LOGISTICS OPERATIONS LLC

DATED: 6/10/2016

By: _____
GREGORY J. GOFF
CHAIRMAN OF THE BOARD
OF MANAGERS AND PRESIDENT

[PROPOSED] ORDER

IT IS SO ORDERED.

Dated: _____

Alaska Superior Court Judge