REGULATORY COMMISSION OF ALASKA

Before Commissioners:

Robert M. Pickett, Chairman T. W. Patch Paul F. Lisankie Norman Rokeberg Janis W. Wilson

In the Matter of the Certification and Formation of the KENAI BELUGA PIPELINE from the Consolidation of the Four Cook Inlet Natural Gas Pipelines Owned and Operated by HILCORP ALASKA, LLC

Docket No. P-13-014

NOTICE OF FILING BY HILCORP ALASKA, LLC, ON BEHALF OF ITSELF AND ALL PARTIES TO THE SETTLEMENT

OF

A SETTLEMENT AGREEMENT FOR THE CERTIFICATION, FORMATION, INITIAL RATES, TARIFF, AND OPERATION OF THE KENAI BELUGA PIPELINE

Hilcorp Alaska, LLC ("Hilcorp Alaska), a Delaware limited liability company with headquarters at 3800 Centerpoint Drive, Anchorage, Alaska, 99503, through its Pipeline Division ("Hilcorp Pipelines"), hereby gives notice of the filing herewith of a settlement agreement ("Settlement") in this docket. This notice is given by Hilcorp Alaska on behalf of itself and all parties to the Settlement ("Parties"). The Settlement establishes, subject to Commission acceptance and approval-in-part, agreed terms for the formation, certification, and initial operation of a consolidated pipeline system as successor to the existing certificated systems of the Kenai Nikiski Pipeline (Certificate No. 689), the Kenai Kachemak Pipeline (Certificate No. 668), the Cook Inlet Gas Gathering System (Certificate No. 711), and the Beluga Pipe Line (Certificate No. 448) (collectively the "Four Pipelines"). The Four Pipelines are currently owned, directly or



ARTICLE VII

OPERATING PRESSURES ON FORMER EAST-SIDE CIGGS BETWEEN KPL JUNCTION AND THE AGRIUM PLANT

KBPL will use reasonable efforts to maintain an operating pressure of not less than 710 psig at meter 106, the Delivery Point into the Agrium Plant. "Reasonable efforts" do not include an obligation to install new or additional compression or other new facilities.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Settlement Term

(a) The term of this Agreement ("Settlement Term") shall commence on the Effective Date stated above and will continue until the rates filed in the 2015 Test Year Filing become effective on either an interim or a permanent basis.

(b) The following provisions will survive the Settlement Term: Section 2.1(c), Section 3.7, Section 3.9, Article V, Article VI, and Article VIII.

Section 8.2 Parties in Interest.

This Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective successors and assigns, including lessees. No obligation under this Agreement shall be enforceable by any third party.

Section 8.3 No Precedential Effect.

The Parties agree that no Party shall use this Agreement, nor Commission acceptance or approval of it, directly or indirectly in any other proceeding, except as necessary to enforce or implement this Agreement. Nor shall Commission approval or acceptance of the Agreement be construed as an endorsement or adoption of any analysis, argument or opinion presented or used by a Party or witnesses herein in another case whether that case involves the Party or any other utility or pipeline.

This Agreement represents a compromise of contested positions. Except as specifically provided in this Agreement, the Parties do not intend that this Agreement, its terms, or the methodology it employs will have any precedential effect for any other pipeline or for KBPL itself. Subject to the foregoing, this Agreement may be referenced for purposes of providing an historical explanation for regulatory purposes relating to KBPL. The Parties request that the RCA specifically state in any order approving or accepting this Agreement that such order may not be used as precedent in any other proceeding except as otherwise specifically provided in this

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A No.	Original Cancelling		Sheet No.	19	
			Sheet No.		_
Kenai	Beluga	a Pipeline, LLC			
SECTIO)N 8 F	PRESSURE			
	8.1	 segments, Transporter exceed the MAOP. Co of the Pipeline System The KKPL segme Alaska Pipeline Co The KNPL segme Pipeline Compani- 975 PSIG The east side CIC East Forelands: N The dual marine Co MAOP = 1440 PS The west side CIC Production Facili 	On the effective date of 1 i are. ent, extending from Hap Company at Meter No. 1 ent, extending from the y at Meter No. 601 to T GGS segment, extending MAOP = 1118 PSIG CIGGS segment, extending SIG GGS segment, extending ty: MAOP = 1118 PSIG	e System at Operat his Tariff, the MAG 501: MAOP = 148 vicinity of the inter ransporter's compr from the vicinity of ing from East Fore g from Granite Poir	ing Pressures that do not OP's of the various segments cinity of the interconnection of 0 PSIG connection with Alaska essor at KPL Junction: MAOP of the Agrium fertilizer plant to clands to Granite Point:
	8.2	at uniform pressures	sufficient to allow the	ir Gas to enter Tra	ver Natural Gas to Transporter ansporter's System against the cable MAOP as designated by
	8.3	PSIG at its interconne	ctions in the Kenai Gas	Field, and (ii) to m	num Operating Pressure of 750 naintain an Operating Pressure segment at or near Nikiski.
	8.4	to accept nominated v System formerly know	olumes of Gas at any ac	tive Receipt Point ry to Meter 106 (th	ter will use reasonable efforts on the portion of the Pipeline e Agrium plant), and deliver
	8.5	Transporter to install operating conditions of Shippers or Interconr repairs or maintenanc other similar situation	e on Transporter's Pip ns where Transporter is	ression or other nev o in line pressure ca ransporter's inabili eline System, (c) Fo not reasonably able	w facilities. If abnormal
Tariff Ad					

Issued by: Kenai Beluga Pipeline, LLC

By:_

Title: Vice President and Pipeline Manager

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: Edmund J. Jaroch

RCA No.	Or	iginal	Sheet No.	20				
	Ca	ncelling	Sheet No.					
	Kenai Belug	a Pipelinc, LLC						
	8.6	facilities it deems n		facilitate the tran	o add compression or other sportation of gas as may be			
	8.7	Interconnecting Per	sons shall install, operat s may be necessary to regu	e, and maintain	at their own expense such the Natural Gas delivered to			
	8.8	Subject to Section 8.3, Transporter may operate the portion of its Pipeline System on the We Side of Cook Inlet at a pressure appropriate to maximize production from the Trading Ba Unit, the North Trading Bay Unit, and the Trading Bay Field, as advised by operator(s) those production properties if such operator(s) are Initial CIGGS Owner(s).						
	8.9							
Tai	riff Advice No	. TL		Effect	ive Date:			
Iss	sued by: Ker	aai Beluga Pipelin 4	e, LLC					
Bv			Title	· Vice Presider	t and Pineline Manage			

Edmund J. Jaroch

Title: Vice President and Pipeline Manager

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