

INTERRUPTIBLE GAS SALE AND PURCHASE AGREEMENT

BETWEEN

COOK INLET ENERGY, LLC

AND

Matanuska Electric Association, Inc.

Date: 0-19-17 Exh # H-92
Regulatory Commission of Alaska
By: AOS
Northern Lights Realtime & Reporting, Inc.
(907) 337-2221

1512110

GAS SALE AND PURCHASE AGREEMENT

This GAS SALE AND PURCHASE AGREEMENT ("Agreement") effective as of September 15, 2016 ("Effective Date"), is entered into by and between Cook Inlet Energy, LLC ("Seller"), and Matanuska Electric Association, Inc. ("Buyer"). Seller and Buyer may be referred to, collectively, as "Parties" and each, individually, as a "Party".

RECITALS

- A. Seller owns, controls, or has the right to dispose of certain volumes of Natural Gas produced from lands located in the Cook Inlet region of Alaska;
- B. Buyer desires to purchase such Natural Gas on an interruptible and as needed basis; and
- C. The Parties wish to provide the terms and conditions for the sale and purchase of such Natural Gas.

AGREEMENT

1. DEFINITIONS.

- 1.1 The following definitions apply to this Agreement:

"Agreement" is defined in the first paragraph hereof.

"Average Rate" means the estimated average daily rate (in MMcfpd) of Gas deliveries, which may be expressed as a range with respect to a Time Period but shall be expressed as a single rate with respect to each Day on which Gas deliveries are scheduled hereunder.

"Business Day" means any Day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business.

"Buyer" is defined in the first paragraph of this Agreement.

"Claim" means any claim, liability, loss, demand, damages, lien, cause of action of any kind, obligation, costs, royalty, fees, assessments, penalties, fines, judgment, interest and award (including recoverable reasonable legal counsel fees and costs of litigation of the party asserting the Claim), whether arising by law, contract, tort, voluntary settlement or otherwise.

"Day" means a 24-hour calendar day.

"Delivery Point" is defined in Sections 2.4 and 3.1.

"Dispute" means any dispute or controversy arising out of this Agreement including a Claim under this Agreement and any dispute or controversy regarding the

existence, construction, validity, interpretation, enforceability, or breach of this Agreement.

"Effective Date" is defined in the first paragraph of this Agreement.

"Gas" or "Natural Gas" means any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in a gaseous state consisting primarily of methane and meeting the quality specifications of Section 5.2.

"Gas Sales Price" means the price per Mcf for Gas delivered in a Time Period, as set forth in Section 6.1.

"Interrupt", "Interruptible", or "Interruption" means, in the case of Seller's obligations, Seller's reduction or cessation of the delivery of Gas when Seller in its sole discretion elects to reduce or cease deliveries for any reason and, in the case of Buyer's obligations, Buyer's reduction or cessation of the receipt of Gas when Buyer in its sole discretion elects to reduce or cease receipt for any reason.

"Mcf," "MMcf" and "Bcf" mean thousand standard cubic feet, million standard cubic feet, and billion standard cubic feet, respectively. Standard conditions will be at 14.65 psia pressure, and 60 degrees Fahrenheit temperature.

"MMcfpd" means million standard cubic feet per Day.

"Month" means a period beginning at 12:00:00 a.m., Anchorage time, on the first Day of a calendar month and ending at 11:59:59 p.m., Anchorage time, on the last Day of the same calendar month.

"Operational Notice" means a notice given as provided in Sections 2.3, 2.5, 3.1, 9.3, 14.1 and 0.

"Party" and "Parties" are defined in the first paragraph of this Agreement.

"Production Taxes" has the meaning defined and set by AS 43.55.011, as amended, replaced, or supplemented from time to time after the date hereof.

"Seller" is defined in the first paragraph of this Agreement.

"Term" is defined in Section 4.1.

"Time Period" means each respective duration of time set forth in Section 2.1.

2. GAS SALES AND PURCHASES.

- 2.1 Sale and Purchase.** Subject to the other provisions of this Agreement, during the Time Period and subject to the Average Rate listed below, Seller will deliver and sell Gas to Buyer on an Interruptible basis, and Buyer will receive and purchase as

and to the extent requested by Buyer, Gas from Seller on an Interruptible basis:

Time Period	Average Rate
September 15, 2016 to July 31, 2017	Up to 8 MMcfpd

- 2.2 **Daily Nomination of Deliveries.** Buyer will nominate to Seller by email, by 4:00 PM each Day, a volume of Gas up to the Average Rate indicated above that it desires to receive and purchase from Seller on the next Day. Without limiting the foregoing, Buyer and Seller will work together on a continuous basis, as necessary, to schedule deliveries and receipt of Gas. If Buyer and Seller do not intend to change the Average Rate, Seller must send an email to Buyer and Buyer must reply confirming such by 4:00 PM each Day, and no additional paperwork is needed.
- 2.3 **Rate Variations.** Unless otherwise agreed in an Operational Notice, daily delivery of the Gas volumes nominated in accordance with Section 2.2 shall be delivered at continuous uniform rate during the day. Without limiting the Interruptible nature of this Agreement, scheduled changes of daily quantities specified in an Operational Notice agreed to by the Parties to be delivered by Seller to Buyer hereunder will require twenty-four (24) hours prior notice to Buyer.
- 2.4 **Transportation.** Seller shall deliver and is solely responsible for arranging the logistics of delivering Gas to meters KBPL 8101/8102. KBPL meter 8101/8102 has an operational balancing agreement (OBA) in effect; any imbalances on KBPL will be the responsibility of Seller. Buyer shall select the Delivery Point at Buyer's sole discretion. Buyer is solely responsible for arranging the logistics of transporting Gas beyond the Delivery Point. Other receipt points may be added by mutual agreement of the Buyer and Seller.
- 2.5 **Operational Notices and Documentation.** Actions under Sections 2.2, 2.3, and 2.4 will be made or confirmed through Operational Notices. The Parties will document the commencement and termination of all sales and purchases of Gas, and any modifications of the rates of flow within a reasonable time after the applicable Operational Notice. The transaction confirmation summaries will be tabulated by Seller in a spreadsheet that will be provided to Buyer periodically or in response to a request and will contain at least the following information in relation to each such transaction: (a) the total volume of sales and purchases of Gas, (b) the applicable rate(s) of Gas delivery, (c) the applicable Delivery Point(s), (d) the applicable Gas Sales Price, and (e) the total amount due.
- 2.6 **No Liability for Interruption.** The Parties agree that this Agreement does not create any obligation for Seller to deliver Gas nor any obligation for Buyer to receive gas. Under no circumstance will either Party have any liability to the other Party for any Interruption, reduction or cessation of deliveries under this Agreement except as provided in Section 2.7 below.

- 2.7 Penalties Incurred Under Applicable Pipeline Tariffs. For any charges, fees or penalties (including imbalance penalties) incurred by either Party under the tariff of the pipeline transporting Gas to or from and after the Delivery Point, Buyer shall be responsible for any such penalties that are due to Buyer's fault, negligence, Interruption or change in receipts (including any imbalances created as a result of Buyer taking more or less than the amount of Gas nominated and confirmed by Seller), and Seller shall be responsible for any such penalties that are due to Seller's fault, negligence, Interruption or changes in deliveries (including, but not limited to, any imbalances created as a result of Seller delivering more or less than the amount of Gas nominated by Buyer and confirmed by Seller).

3. DELIVERY POINT; TITLE; LIABILITY AND RISK OF LOSS.

- 3.1 Unless otherwise mutually agreed in an Operational Notice, Gas delivered under this Agreement shall be delivered, at Buyer's election, to the KPBL 8101/8102 Meter or other Delivery Points.
- 3.2 Title to all Gas delivered under this Agreement will pass from Seller to Buyer upon the delivery of such Gas by Seller to Buyer at the applicable Delivery Point(s).
- 3.3 Subject to the other provisions of this Agreement, all cost, liability and risk associated with the Gas will be with Seller prior to and at delivery by Seller to the applicable Delivery Point(s), and with Buyer after delivery by Seller to the applicable Delivery Point(s).

4. EFFECTIVE DATE AND TERM.

- 4.1 **Term.** This Agreement is effective on the Effective Date and, unless earlier terminated under Article 8, terminates July 31, 2017 (the "Term").
- 4.2 **Survival.** Notwithstanding anything to the contrary herein, all provisions of this Agreement relating to accrued payment obligations, indemnification, limitation of liability, and dispute resolution, including, without limitation, Sections 3.2, 3.3, 4.2, 13.1, and 15.1 and Articles 1, 8, 9, 10, 11, 14, 16 and 17 will survive any expiration or termination of this Agreement.

5. MEASUREMENT; QUALITY.

- 5.1 The American Gas Association (AGA) measurement standards in effect on the date of delivery will apply to all Gas delivered under this Agreement.
- 5.2 Seller warrants all Gas delivered to the applicable Delivery Point(s) will be of a pressure, condition and quality to meet the standard requirements of the receiving pipeline system.

6. GAS SALES PRICE; OTHER COSTS.

- 6.1 **Gas Sales Price.** Buyer will pay Seller the applicable "Gas Sales Price" for each Mcf of Gas delivered by Seller to Buyer in the given Time Period, all in accordance with Article 7. The Gas Sales Price will be mutually agreed to and documented on the Transaction Confirmation prior to the flow of Gas.

Buyer and Seller shall negotiate and document the Gas Sales Price at the time of the Daily Nominations of Deliveries provided for in Section 2.2 above. The mutually agreed upon Gas Sales Price will be documented on a form identical to the attached Exhibit 1.

- 6.2 **Production Costs.** Seller is responsible for all Gas processing and treatment expenses to meet the quality requirements of Section 5.2, all royalties payable on the production of Gas, and all taxes assessed in relation to all Gas hereunder (including, without limitation, severance, production and similar taxes) prior to and at its delivery to Buyer at the applicable Delivery Point(s).
- 6.3 **Transportation Costs.** Seller shall be solely responsible for all gas transportation costs, including (without limitation) pipeline tariff(s) incurred by Seller to transport gas to the Delivery Points
- 6.4 **Post-Delivery Costs.** Except as set forth in Section 6.3, Buyer is responsible for all transportation costs and taxes related to Gas after its delivery to Buyer at the applicable Delivery Point.

7. INVOICING AND PAYMENT.

- 7.1 **Invoicing.** Seller will provide to Buyer, on or before the fifth (5th) Business Day of each Month, a statement showing the total volume of Gas that Seller's records reflect was actually delivered and sold to Buyer hereunder during the preceding Month. Buyer may request adjustments to such statement based on its records of Gas actually received from Seller during the preceding Month, and the Parties shall work in good faith to determine the actual amount of Gas delivered and received. By the fifteenth (15th) Business Day of each Month in which an invoice is to be delivered, Seller will deliver to Buyer an invoice showing the total agreed volume of Gas actually delivered, the applicable Gas Sales Price, the total amount due for such Gas delivered and sold, and any corrections for the Months prior to such Month.
- 7.2 **Payment.** Buyer will make payment to Seller by check, ACH, or wire transfer to the account set forth below, in immediately available funds, within 10 Business Days of the invoice (the "Regular Payment Date") receipt. Buyer may dispute an invoice by delivering a notice to Seller on or before the Regular Payment Date therefor that reasonably sets forth the basis of the dispute, the amount in dispute and reasonable documentation supporting Buyer's position. Buyer may, without prejudice to any claim or right, pay any disputed amount, with any and all undisputed amounts being paid on or before the Regular Payment Date with respect to the related invoice therefor.

Remittance information:
Cook Inlet Energy, LLC
601 W.5th Avenue, Ste 310
Anchorage Alaska, 99501-6301

ACH & Wire Information:
Physical Mailing Address:
First National Bank Alaska
PO Box 100720
Anchorage Alaska, 99510-0720
Account Name: Cook Inlet Energy LLC
Account Number: 31055486
ABA/Routing: 125200060

- 7.3 **Interest.** Any undisputed amount not paid when due will accrue interest daily at a rate of interest that is the lower of: (a) two (2) percentage points more than the Wall Street Journal prime rate applicable at the due date for payment; or (b) the maximum interest rate permitted by applicable law.
- 7.4 **Audit.** Each Party to this Agreement, at its sole expense, will have the right to audit the books and records of the other Party relating to performance of this Agreement. All audits will be conducted in accordance with professional auditing standards and during normal business hours. The audited Party will fully cooperate with the auditing Party to accomplish the audit as expeditiously as possible. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments to previous billings shall be paid in full by the Party owing payment within thirty (30) Days of notice from the other Party and substantiation of such adjustments.

8. TERMINATION.

- 8.1 The Parties agree this Agreement is a forward contract within the meaning of and for the purposes of the United States Bankruptcy Code, as amended. Further each Party represents to the other Party that it is a forward contract merchant as such term is defined in and for the purposes of the Bankruptcy Code, as amended. If (a) a Party becomes the subject of bankruptcy or other insolvency proceedings, or proceedings for the appointment of a receiver, trustee, or similar official, (b) a Party becomes generally unable to pay its debts as they become due, or (c) a Party makes a general assignment for the benefit of creditors, the other Party to this Agreement may suspend its performance hereunder and/or terminate this Agreement effective on notice to the other Party.
- 8.2 In the event that: (a) either Party defaults in its undisputed payment obligations, or

(b) either Party defaults in its performance of any other material obligation hereunder; and (i) in the case of a default under Section 8.2(a), the non-defaulting Party has given notice to the defaulting Party of such default and the defaulting Party has not cured such default within thirty (30) Days from the date it receives the notice to cure such default, or (ii) in the case of a default under Section 8.2(b), the non-defaulting Party has given notice to the defaulting Party specifying the default and the defaulting Party has not cured such default within sixty (60) Days from the date it receives the notice to cure such default, then the non-defaulting Party has the right to withhold or suspend deliveries or payment, or terminate this Agreement, each in the sole discretion of the non-defaulting Party, effective on notice to the other Party, provided, however, that the right to terminate hereunder is not an Express Remedy for the purposes of Section 13.2.

9. ROYALTIES AND TAXES

- 9.1 **General Allocation.** Seller shall pay all taxes, fees, penalties, and assessments (including Production Taxes) attributable to Gas or any other activity or facility prior to the Delivery Points. Buyer shall pay all taxes, fees, penalties, and assessments attributable to Gas or any other activity or facility at or after the Delivery Points.
- 9.2 **New Production Taxes.** Notwithstanding anything in Section 9.2 to the contrary, Buyer shall reimburse Seller to the extent of any increase in Production Taxes or for other new taxes levied or assessed after the Effective Date and attributable to the operations and transactions contemplated by this Agreement.

10. WARRANTY OF TITLE; OWNERSHIP AND DISPOSITION OF GAS.

- 10.1 Seller warrants good title to all Gas delivered to Buyer hereunder at the Delivery Point(s) and Seller's right to deliver the same, and agrees to hold Buyer harmless from, and indemnify it against, any and all loss, damage, cost, or liability of whatsoever kind arising out of Claims of third persons with respect to the title to such Gas, including costs, expenses, and reasonable attorneys' fees incurred by Buyer in defending against any such Claims.
- 10.2 Without limiting any right of Buyer hereunder or pursuant to applicable law, for the avoidance of doubt, Buyer shall have all rights accruing to the owner of Gas purchased under this Agreement including, without limitation, all rights to resell, store, exchange, and use such Gas, for combustion to make energy sales to any person or otherwise, all as determined in Buyer's sole and absolute discretion.

11. NO PUBLIC UTILITY

- 11.1 Seller is not a public utility and nothing contained herein will be deemed as a dedication to the public of the Gas, or any land, wells, pipelines or other facilities, or any part thereof.

12. INDEMNIFICATION.

- 12.1 Seller agrees to indemnify and defend Buyer and save it harmless from all Claims, from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from Gas delivered under this Agreement occurring prior to delivery at the Delivery Point, or other charges for which Seller is responsible under Section 6.2 or that otherwise attach before title to such Gas passes to Buyer at the Delivery Point(s), subject to the provisions of Article 9. Buyer agrees to indemnify and defend Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding personal injury (including death) or property damage from Gas delivered under this Agreement occurring after delivery at the Delivery Point, or other charges for which Buyer is responsible under Section 6.3 which attach after title passes to Buyer.
- 12.2 Without limiting Section 12.1, as between Seller and Buyer, Seller will be liable for all Claims that arise from the failure of Gas delivered by Seller to Buyer hereunder to meet the quality requirements of Section 5.2.

13. EXCUSED FAILURES; LIMITATION OF LIABILITY.

- 13.1 UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE, EXCEPT THAT NO PARTY SHALL BE LIABLE, UNDER THE INDEMNITY PROVISIONS OF THIS AGREEMENT OR OTHERWISE, TO PAY ANY AMOUNT TO THE OTHER PARTY HERETO TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT OTHER PARTY. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE

APPROXIMATION OF THE HARM OR LOSS.

14. NOTICES

- 14.1 Except as specifically provided otherwise in Article 7 of this Agreement, all notices and communications under this Agreement (other than Operational Notices as provided in Section 0) will be made in writing by certified mail (return receipt requested), facsimile (with confirmation by one of the other means described herein received within two (2) Business Days of receipt of such facsimile), email, or by nationally recognized overnight courier. All such notices will be deemed effective (a) if mailed, on the date indicated on the returned receipt, (b) if delivered personally or by overnight courier, when delivered, (c) if sent by email or by facsimile during the normal business hours of the recipient, on the same Business Day as sent, and (d) if sent by email or facsimile after the normal business hours of the recipient, on the next Business Day following the date of transmission.

Seller

Cook Inlet Energy, LLC
Attn: Phil Elliott
4601 Washington Avenue
Suite 220
Houston, TX 77007
Telephone: (346)-980-0660
Email: pelliot@glacieroil.com

Buyer

Matanuska Electric Association
Attn: Tony Izzo
63 E Industrial Way
Palmer, AK 99645
Phone: (907) 761-9300
Email: tony.izzo@mea.coop

- 14.2 Any Operational Notice required or permitted to be given to either Party will be given by telephone and confirmed by email, at the telephone numbers and email addresses set forth below (or such other telephone numbers and email addresses as the Parties may designate from time to time by written notice under Section 14.1 and 14.3). Notices given by telephone will be effective immediately and the confirmation by email will be effective as provided in Section 14.1. The Party providing an Operational Notice will attempt to contact the primary contact first. If the primary contact is unavailable to receive notice in a timely manner, the Party providing an Operational Notice will contact the alternate contact.

Seller

Cook Inlet Energy, LLC
4601 Washington Avenue

Suite 220
Houston, TX 77007

Primary Contact:

Phil Elliott
CFO
Telephone: (346)-980-0658
Email: pelliott@uglacieroil.com

Alternative Contact:

Justin Taylor
Telephone: (346)-980-0669
Email: jtaylor@uglacieroil.com

Billor Contact:

Keith Beyer
Revenue Accountant
Telephone: (346)-980-0670
Email: kbeyer@uglacieroil.com

Buyer

Matanuska Electric Association
163 E Industrial Way
P. O. Box 2929
Palmer, AK 99645

Primary Contact:

Mary J. Vittone
Fuel Supply Manager
Telephone: 907-689-9360
Mobile: 907-715-2497
Email: mary.vittone@mea.coop

Alternate Contact:

MEA Dispatch Manager
Phone: 907-761-9386
Mobile: 907-715-8142
Email: lance.mckinson@mea.coop

Billing Contact:

MEA Accounts Payable
Telephone: (907) 761-9232
Fax: (907) 761-9324
Email: accountspayable@mea.coop

- 14.3 Either Party may designate address changes by formal written notice as provided in Section 14.1.

15. ASSIGNMENT.

- 15.1 No Party may assign its obligations under this Agreement to any entity which is not an Affiliate of such Party without first obtaining the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. No consent shall be required: (i) if all or substantially all of the assets of a Party are acquired by another person or entity; (ii) if all or substantially all of the Alaska or Cook Inlet area assets of a Party are transferred to a wholly owned subsidiary of that Party; (iii) in the event of a merger, consolidation or reorganization of a Party with another person or entity or (iv) in respect to any assignment to an Affiliate of the assignor. In the event of an acquisition, asset transfer, merger, reorganization, stock transfer, corporate restructuring or consolidation, the acquiring or surviving entity shall assume the obligations and benefits of this Agreement. No assignment to an Affiliate shall relieve the assignor of any liability under this Agreement. Nothing contained in this Section shall in any way prevent any Party from pledging or mortgaging its rights under the Agreement as security for its indebtedness.
- 15.2 This Agreement is binding upon and will inure to the benefit of the Parties and their respective and permitted successors and assigns.

16. GOVERNING LAW AND DISPUTE RESOLUTION.

- 16.1 **Governing Law.** This Agreement is governed by and interpreted under the laws of the State of Alaska, without regard to its choice of law rules.
- 16.2 **Resolution of Disputes.** The Parties shall exclusively and finally resolve any Dispute between them using direct negotiations and/or non-jury trials, all as set out in this Article 16. A Party who violates this Article 16 shall pay all reasonable legal, expert and court fees and costs incurred by the other Party in any suit, action, or proceeding to enforce this Article 16. While the procedures in this Article 16 are pending, each Party shall continue to perform its obligations under this Agreement, unless to do so would be impossible or impracticable under the circumstances.
- 16.3 **Direct Negotiations.** If a Dispute arises, a Party shall initiate the resolution process by giving notice setting out in writing and in detail the issues in Dispute and the value of the Claim to the other Party. If a Party refuses to toll all applicable statutes of limitations and defenses based upon the passage of time while the proceedings herein are pending, the other Party may file a court proceeding under Section 16.4 in an attempt to preserve its Claim and such proceeding shall be stayed by the arbitrator or arbitrators after appointment so that the Parties may continue efforts to resolve this Dispute as set out in this section. A meeting between the Parties,

attended by individuals with decision-making authority, must take place within twenty (20) days from the date the notice was sent in an attempt to resolve the Dispute through direct negotiations.

- 16.4 **Trial.** If the Dispute is not resolved by mediation within thirty (30) days from the date of the notice requiring direct negotiations, then the Dispute will be resolved by the state or federal courts of Alaska in Anchorage, Alaska. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort, or otherwise. All reasonable attorneys' and court fees and costs of both Parties shall be borne by the Party determined by the court to be at fault.
- 16.5 Proceedings to enforce judgment entered on an award may be brought in any court having jurisdiction over the person or assets of the non-prevailing Party. The prevailing Party may seek, in any court having jurisdiction, judicial recognition of the award, or order of enforcement or any other order or decree that is necessary to give full effect to the award.

17. MISCELLANEOUS.

- 17.1 This Agreement is made for the sole benefit of the Parties and their respective successors and assigns. The Parties do not intend to create, and this Agreement will not be construed to create, by implication or otherwise, any rights in any other person or entity not a Party to this Agreement, and no such person or entity will have any rights or remedies under or by reason of this Agreement, or any right to the exercise of any right or power hereunder or arising from any default hereunder.
- 17.2 This Agreement is the entire and complete agreement between the Parties regarding the sale of Gas as described herein. Any prior agreements or understandings, oral or written, are superseded and replaced by this Agreement. This Agreement may not be amended except in a writing duly executed by the Parties.
- 17.3 Waiver of any default under this Agreement will not act as a waiver of any other or future default.
- 17.4 Each Party acknowledges and agrees that it has participated in the drafting of this Agreement and has had the opportunity to consult with legal counsel and any other advisors of its choice to its satisfaction regarding the terms and provisions of this Agreement and the results thereof. As a result, the rule of construction that an agreement be construed against the drafter will not be asserted or applied to this Agreement.
- 17.5 The execution and performance of this Agreement is not intended by the Parties to create and will not be construed to create any partnership or business association between the Parties.

- 17.6 The headings in this Agreement are for the convenience of the reader only. The headings are not part of this Agreement and do not purport to and will not be deemed to define, limit, or extend the scope or intent of the article or section to which they pertain.
- 17.7 Each Party represents and warrants to the other Party that it has the legal authority ~~to enter into and perform this Agreement and each obligation assumed by such~~ Party under this Agreement.
- 17.8 This Agreement may be executed by the Parties in any number of counterparts and on separate counterparts, including electronic transmittals, each of which when so executed will be deemed an original, but all such counterparts, when taken together, will constitute but one and the same Agreement. In the event one Party executes the Agreement, and the other Party does not execute the Agreement within ten (10) days of the first Party's execution, the execution of the Agreement by the first Party will be deemed null and void.
- 17.9 No Party, nor any director, employee, or agent of a Party will give to or receive from any Party or any director, employee, or agent of the other Party any commission, fee, rebate, gift, or entertainment of significant cost or value in connection with this Agreement. Each Party will promptly notify the other Party of any violation of this section, and any consideration received by a Party as a result of such violation will be paid over or credited to the other Party. Each Party, or its designated representative(s), may audit any and all records of the other Party as provided in Article of this Agreement for the sole purpose of determining whether there has been compliance with this section.

IN WITNESS WHEREOF, the Parties have executed this Gas Sale and Purchase Agreement effective as of the Effective Date.

SELLER:
COOK INLET ENERGY, LLC

BUYER:
Matanuska Electric Association, Inc.

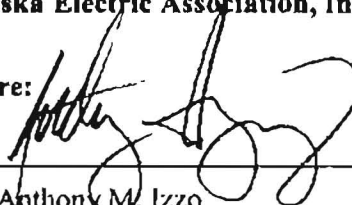
Signature:



Name: Phillip G. Elliott

Title: CFO

Signature:



Name: Anthony M. Izzo

Title: General Manager

