

*Renewal
of the
Agreement and Grant of Right-of-Way
for the
Trans-Alaska Pipeline and Related Facilities
between
The United States of America
and
Amerada Hess Pipeline Corporation,
BP Pipelines (Alaska) Inc.,
ExxonMobil Pipeline Company,
Phillips Transportation Alaska, Inc.,
Unocal Pipeline Company, and
Williams Alaska Pipeline Company, L.L.C.*

RENEWAL
of the
AGREEMENT AND GRANT OF RIGHT OF WAY
for the
TRANS-ALASKA PIPELINE SYSTEM
AND RELATED FACILITIES

This Renewal of the Federal Grant and Related Facilities ("Renewal") is made and entered into this 8th day of January, 2003 by and between the United States of America ("United States"), acting through the Secretary of Interior, and Amerada Hess Pipeline Corporation, BP Pipelines (Alaska) Inc., ExxonMobil Pipeline Company, Phillips Transportation Alaska, Inc., Unocal Pipeline Company, and Williams Alaska Pipeline Company, L.L.C. (collectively "Companies" or "Permittees") whose mailing address is Alyeska Pipeline Service Company, 1835 South Bragaw, MS 569, Anchorage, Alaska 99512. The United States and the Companies are sometimes referred to individually as a "party" and collectively as the "parties."

WHEREAS, the Companies, current holders of the rights of way for the Trans-Alaska Pipeline and its related facilities, as set forth below, have requested renewal of the January 23, 1974 Grant of Right-of-Way for the Trans-Alaska Pipeline, as amended ("Federal Grant"), the serial numbers, legal descriptions, and other pertinent data for which is set forth in Exhibit A Part-I hereto, and renewal of the grants for related facilities and other associated rights ("Related Facilities"), the serial numbers, legal descriptions, and other pertinent data for which is set forth in Exhibit A Part-II hereto;

WHEREAS the Secretary of the Interior has authority under the Trans-Alaska Pipeline Authorization Act of 1973, 43 U.S.C. § 1652, and section 28 of the Mineral Leasing Act, as amended, 30 U.S.C. § 185, to act upon the applications for renewal;

WHEREAS the Secretary has determined that the requirements for renewal of the Grant and Related Facilities have been met; and

WHEREAS the parties recognize and acknowledge that the State of Alaska has renewed all rights and interests held by the Companies in the Right-of-Way Lease, ADL 63574, and associated rights for the Trans-Alaska Pipeline;

NOW, therefore, the parties agree that:

A. The Federal Grant and Related Facilities are renewed for the maximum term authorized by law, thirty (30) years.

B. It is the intent of the parties that all rights and interests administered by the Department of the Interior held by the Companies are included within this Renewal. The parties shall take such reasonable actions, and execute and deliver any further instruments, agreements, documents, or other papers, as are reasonably requested by either party to affect this intent.

C. This Renewal of the Federal Grant and Related Facilities is granted unto the Companies in their undivided interests, as follows:

Amerada Hess Pipeline Corporation, an undivided interest of 1.5000% of the whole;
BP Pipelines (Alaska) Inc., an undivided interest of 46.9263% of the whole;
ExxonMobil Pipeline Company, an undivided interest of 20.3378% of the whole;
Phillips Transportation Alaska, Inc., an undivided interest of 26.7953% of the whole;
Unocal Pipeline Company, an undivided interest of 1.3561% of the whole; and
Williams Alaska Pipeline Company, L.L.C. an undivided interest of 3.0845% of the whole.

D. Section 7(A) of the existing Federal Grant is amended to read as follows:

The grant of the Right-of-Way as originally issued began on the 23rd day of January, 1974 and as renewed continues from the 22nd day of January, 2004, at noon, Washington, D.C. time, and shall come to an end and expire on the 22nd day of January, 2034, at noon, Washington, D.C. time, unless prior thereto it is relinquished, abandoned, or otherwise terminated pursuant to the provisions of this Agreement or any applicable Federal law or regulation.

E. The Exhibits that are attached to this Agreement and that are listed below in this subsection are, by this reference, incorporated into and made a part of this agreement as fully and effectually as if the Exhibits were set forth herein in their entirety:

- (1) Exhibit A: The Federal Grant dated January 23, 1974 (including its existing Exhibits C, D, and E which remain unchanged by this Renewal.)
- (2) Exhibit A-Part I: The Legal Descriptions for the Federal Grant of Right-of-Way F-12505 and AA-5847 (which, with Part II below, replace in its entirety the original Exhibit A to the Federal Grant);
- (3) Exhibit A-Part II: The current Legal Descriptions for the grants for Related Facilities (which, with Part I above, replace in its entirety the original Exhibit A to the Federal Grant); and
- (4) Exhibit B: Requirements of the Department of Defense Relating to Military Installations, as amended, with attached letters from the Director of Real Estate, Department of the Army, Office of the Chief of Engineers, dated November 14, 1973, November 23, 1973, and the Memorandum of Understanding between Alyeska Pipeline Service Company and U.S. Army Corps of Engineers. (This Exhibit B replaces, in its entirety, the original Exhibit B to the Federal Grant).
- (5) Exhibit C: Section 15 (Guaranty) as amended by January 2003 Record of Decision, Renewal of the Federal Right-of-Way for the Trans-Alaska Pipeline and Related Facilities.

F. Except as expressly amended in Subsection D and E above, all other current terms, covenants, and conditions of the existing Federal Grant, shall remain in full force and effect. As an additional requirement, to be incorporated in the Renewal as section 15.F, every three years the Authorized Officer shall conduct an audit of the financial resources of the Owner Entities, or other guarantors, that provide the Section 15 guaranties. If the Secretary determines by the audit that the Section 15 guaranties are inadequate, the Secretary may require additional financial assurances and guarantees.

G. This Renewal may be signed in counterpart. All such executed counterparts shall be considered an original, and the original signature pages may be attached to a single counterpart for purposes of recordation.

IN WITNESS WHEREOF, the parties have executed this Renewal and have agreed to its terms and conditions as of the date first above written.

UNITED STATES OF AMERICA

By: *Gale A. Norton*
Name: _____
Title: Secretary of the Interior

AMERADA HESS PIPELINE CORPORATION

By: *Margaret A. Yaeger*
Name: MARGARET A. YAEGER
Title: President, Phillips Transportation Alaska, Inc.
(see Note below)

BP PIPELINES (ALASKA) INC.

By: *[Signature]*
Name: Albert N. Bala
Title: President

Subscribed before me
on this 8th day of
January, 2003.

Mason Tsai

Mason Tsai

Notary Public District of Columbia
My Commission Expires April 30, 2005

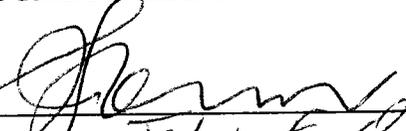
EXXONMOBIL PIPELINE COMPANY

By: *M. P. Tudor*
Name: MICHAEL P. TUDOR
Title: PRESIDENT

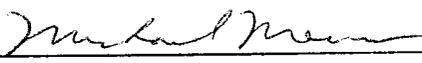
PHILLIPS TRANSPORTATION ALASKA, INC.

By: *Margaret A. Yaeger*
Name: MARGARET A. YAEGER
Title: PRESIDENT

UNOCAL PIPELINE COMPANY

By: 
Name: John F. Oveson
Title: Vice President

WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.

By:  
Name: Michael Mears
Title: Vice President

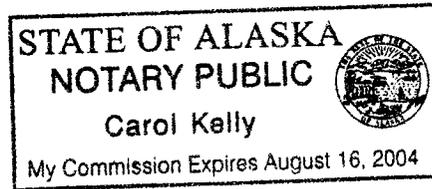
Note: Phillips Transportation Alaska, Inc. signs as successor to the TAPS ownership interest of Amerada Hess Pipeline Corporation as approved by and in accordance with the decision of the Authorized Officer dated January 23, 2003.

STATE OF Alaska)

Third Judicial District) ss.

THIS IS TO CERTIFY that on this 5th day of February, 2003, before me appeared Margaret A. Yasse the President of Phillips Transportation Alaska, Inc., successor to the TAPS ownership interest of Amerada Hess Pipeline Corporation who executed the foregoing Renewal and acknowledged voluntarily signing the same on behalf of said corporation.

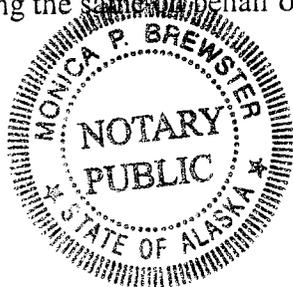
Carol Kelly
Notary Public in and for the State of
My Commission Expires:



STATE OF Alaska)

Third Judicial District) ss.

THIS IS TO CERTIFY that on this 5th day of February, 2003, before me appeared Albert N. Bolea, the President of BP Pipelines (Alaska) Inc. who executed the foregoing Renewal and acknowledged voluntarily signing the same on behalf of said corporation.



Monica P. Brewster
Notary Public in and for the State of
My Commission Expires:

My Commission Expires
November 9, 2004

STATE OF Texas)

County of Harris) ss.

THIS IS TO CERTIFY that on this 13th day of February, 2003, before me appeared Mike P. Tudor, the President of ExxonMobil Pipeline Company who executed the foregoing Renewal and acknowledged voluntarily signing the same on behalf of said corporation.



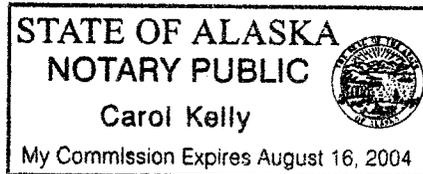
Laverne M. Ford
Notary Public in and for the State of
My Commission Expires:

STATE OF Alaska)

Third Judicial District) ss.

THIS IS TO CERTIFY that on this 5th day of FEBRUARY, 2003, before me appeared Margaret A. YAESE, the President of Phillips Transportation Alaska, Inc. who executed the foregoing Renewal and acknowledged voluntarily signing the same on behalf of said corporation.

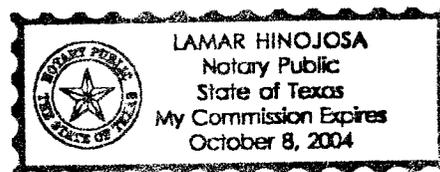
Carol Kelly
Notary Public in and for the State of
My Commission Expires:



STATE OF Texas)
Fort Bend County) ss.

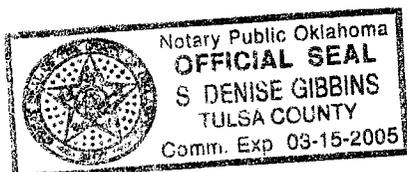
THIS IS TO CERTIFY that on this 13 day of February, 2003, before me appeared John F. Oveson, the Vice President of Unocal Pipeline Company who executed the foregoing Renewal and acknowledged voluntarily signing the same on behalf of said corporation.

Lamar Hinojosa
Notary Public in and for the State of Texas
My Commission Expires: 10-8-04



STATE OF Oklahoma)
County of Tulsa) ss.

THIS IS TO CERTIFY that on this 10th day of February, 2003, before me appeared Michael Mears, the Vice President of Williams Alaska Pipeline Company, L.L.C. who executed the foregoing Renewal and acknowledged voluntarily signing the same on behalf of said corporation.



S. Denise Gibbins
Notary Public in and for the State of Oklahoma
My Commission Expires: 03-15-2005
My Commission No.: 01004553

Exhibit A

Exhibit A: The Federal Grant dated January 23, 1974 is attached hereto.

NOTE: The existing Exhibits C, D, and E which remain unchanged by this Renewal. Exhibits A to the original Federal Grant has been replaced with Exhibit A-Part I and Exhibit A-Part II, attached hereto and referenced below:

Exhibit A-Part I: The Legal Descriptions for the Federal Grant of Right-of-Way F-12505 and AA-5847 (which, with Part II below, replace in its entirety the original Exhibit A to the Federal Grant);

Exhibit A-Part II: The current Legal Descriptions for the grants for Related Facilities (which, with part I above, replace in its entirety the original Exhibit A to the Federal Grant.