This AMENDMENT NO. 1 TO SENIOR SECURED SUPER PRIORITY PRIMING DEBTOR IN POSSESSION CREDIT AND GUARANTY AGREEMENT (this "Amendment") dated effective as of April 7, 2009 (the "Effective Date"), by and among PACIFIC ENERGY RESOURCES LTD. (the "Company"), PACIFIC ENERGY ALASKA HOLDINGS, LLC ("PEAH"), PACIFIC ENERGY ALASKA OPERATING LLC ("PEAO" and, together with the Company and PEAH, the "Borrowers"), certain Subsidiaries of the Company, as Guarantors (the "Guarantors" and together with the Borrowers, the "Credit Parties"), the financial institutions party hereto as Lenders under the Credit Agreement (as hereinafter defined) (collectively, the "Lenders"), J. ARON & COMPANY, as administrative agent for the Lenders (in its capacity as administrative agent, the "Administrative Agent"), and J. ARON & COMPANY and SILVER POINT FINANCE, LLC, as collateral agents for the Lenders (in their capacity as collateral agents, the "Collateral Agents"), amends certain provisions of that certain Senior Secured Super Priority Priming Debtor in Possession Credit and Guaranty Agreement dated as of March 11, 2009 (as amended hereby, the "Credit Agreement") by and among the Credit Parties, the Lenders, the Administrative Agent, the Collateral Agents and certain other parties thereto from time to time.

A. WHEREAS, the Company and the Lenders desire to amend certain provisions of the Credit Agreement as provided more fully herein below.

B. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement, as amended hereby.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Amendments to Credit Agreement.

(a) Section 1.1 of the Credit Agreement is hereby amended by amending and restating the defined term "Chevron Operated Assets" contained therein as follows:

"**Chevron Operated Assets**" means all of PEAO's assets and other interests in or associated with the Trading Bay Unit or Trading Bay Field in Cook Inlet, Alaska.

(b) Section 1.1 of the Credit Agreement is hereby further amended by inserting the following new definitions in appropriate alphabetical order:

"**Segregated Production Account**" means a debtor-in-possession segregated, interest-bearing account established by PEAO with Wells Fargo Bank, N.A. under the account title "Pacific Energy Alaska Operating, LLC Debtor in Possession Ch. 11 Case No. 09-10785 Segregated Trading Bay Proceeds".

"**Segregated Production Proceeds**" means cash revenues from Tesoro Alaska Company, Tesoro Refining and Marketing Company or any other purchaser with respect to Hydrocarbons produced at any time from Chevron Operated Assets, as to which cash revenues Union Oil Company of California or any of its Affiliates asserts an interest.

(c) Section 2.16(a)(iii) of the Credit Agreement is hereby amended by inserting at the end of such Section the following text: "Notwithstanding the foregoing, all Segregated Production Proceeds shall, commencing April 15, 2009 and continuing until otherwise ordered by the Bankruptcy Court, be deposited into the Segregated Production Account and disbursed in accordance with Bankruptcy Court orders specifically pertaining thereto in effect from time to time."

(d) Section 2.16(b) of the Credit Agreement is hereby amended by inserting after the first sentence thereof the following text: "Notwithstanding the foregoing, commencing April 15, 2009 and continuing until otherwise ordered by the Bankruptcy Court, all Segregated Production Proceeds (including all Segregated Production Proceeds with respect to Hydrocarbons produced on or prior to April 15, 2009) shall be deposited into the Segregated Production Account and disbursed in accordance with Bankruptcy Court orders specifically pertaining thereto in effect from time to time."

(e) Section 2.16(b) of the Credit Agreement is hereby further amended by amending and restating clause (ii) contained in the last sentence thereof as follows: "(ii) the applicable Credit Party (or, if applicable, its Affiliate) shall forward all amounts received from such purchaser to the applicable Collateral Account or the Segregated Production Account, as appropriate, within one (1) Business Day of such Person's receipt thereof."

(f) Section 3.2(d) of the Credit Agreement is hereby amended by (A) replacing the text "the Interim Order shall be in full force and effect and shall not have been reversed, modified or amended in any respect" contained therein with the text "the Interim Order shall be in full force and effect and shall not have been (x) modified or amended in any respect without the Required Lenders' consent or (y) reversed" and (B) replacing in clause (i) thereof the text "the date which is thirty (30) days after the date hereof" contained therein with the text "May 15, 2009".

(g) Section 5.2 of the Credit Agreement is hereby amended by inserting at the end of such Section the following new clauses (m) and (n):

> (m) Promptly after the furnishing thereof, copies of any report or notice furnished to or by any Credit Party regarding any business interruption insurance or related claims of any Credit Party.
>
> (n) On Monday of each calendar week (or if such day is not a Business Day, the next succeeding Business Day, in each case subject to a 24-hour grace period), commencing on May 4, 2009, an update in form, substance and detail reasonably acceptable to Required Lenders with respect to any business interruption claims of any PEA Entity made to any of its insurers.

(h) Section 5.28 of the Credit Agreement is hereby amended by replacing the text "April 15, 2009" contained therein with the text "April 20, 2009".

(i) Section 6.1 is hereby amended by deleting clause (i) contained therein in its entirety and substituting in lieu thereof the following:

(i) Indebtedness set forth on Schedule 6.1(i) as of the Closing Date; provided that the balance of such Indebtedness shall not exceed $58,000,000 plus the amounts held in the Segregated Production Account at any time; and provided further that such Indebtedness shall not be refinanced.

(j) Section 6.7 of the Credit Agreement is hereby amended by deleting at the beginning of the third sentence contained therein the text "No" and substituting in lieu thereof the text "Except with respect to the Segregated Production Account, no".

(k) Section 6.7 of the Credit Agreement is hereby further amended by inserting at the end of such Section the following text: "Notwithstanding the foregoing, control over the Segregated Production Account shall initially be vested in PEAO and the bank with whom such account is maintained and shall be held and exercised in accordance with Bankruptcy Court orders specifically pertaining thereto in effect from time to time."

(l) Section 6.13 of the Credit Agreement is hereby amended by inserting at the end of the parenthetical contained at the end of clause (x) thereof, the following text: ", provided that, to the extent any royalty expenses or disbursements for any week exceed the budgeted amount for such royalty expenses or disbursements for such week, solely as a result of higher than forecast realized oil revenue, the actual royalty expenses and disbursements for such week shall be deemed equal to the budgeted royalty expenses and disbursements for such week".

(m) Section 8.1(n) of the Credit Agreement is hereby amended by amending and restating clause (i) contained therein as follows: "(i) the Bankruptcy Court shall fail to enter the Final Order on or before May 15, 2009, or".

(n) Schedule 4.10 to the Credit Agreement is hereby amended by deleting such Schedule in its entirety and substituting in lieu thereof Schedule 4.10 attached hereto as Exhibit A.

SECTION 2. Representations and Warranties. To induce the other parties hereto to enter into this Amendment, the Credit Parties represent and warrant to each of the Lenders and the Administrative Agent that, as of the Effective Date:

(a) This Amendment has been duly authorized, executed and delivered by the Credit Parties and this Amendment and the Credit Agreement constitute each Credit Party's legal, valid and binding obligation, enforceable against it in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(b) The execution and delivery by each Credit Party of this Amendment and the performance by the various Credit Parties of their obligations under the Transaction Documents to which each is a party, and the consummation of the transactions contemplated by the various Transaction Documents, do not and will not (a) conflict with any provision of (i) any Law, (ii) the Organizational Documents of any Credit Party, or (iii) any agreement, judgment, license, order or permit applicable to or binding upon any Credit Party, (b) result in the acceleration of any Indebtedness owed by any Credit Party, or (c) result in or require the creation of any Lien upon any assets or properties of any Credit Party except, in each case as expressly contemplated in the Transaction Documents and, except in the case of clauses (a)(iii), (b) and (c) of this Section 2(b), such conflicts, results or requirements as arise in connection with the filing, prosecution and resolution of the Case. Except as expressly contemplated in the Transaction Documents no consent, approval, authorization or order of, and no notice to or filing with, any Governmental Authority or third party is required in connection with the execution, delivery or performance by any Credit Party of any Transaction Document or to consummate any transactions contemplated hereby or thereby.

(c) The representations and warranties set forth in each Transaction Document are, after giving effect to this Amendment, true and correct in all material respects on and as of the Effective Date, except where such representations and warranties expressly relate to an earlier date (in which case they were true and correct in all material respects as of such earlier date).

(d) No Default or Event of Default under the Credit Agreement and other Transaction Documents has occurred and is continuing.

(e) The Liens under the Security Documents are valid and subsisting and secure the Company's and the Guarantors' obligations under the Credit Agreement and the other Transaction Documents.

SECTION 3. Conditions of Effectiveness of Amendment. The effectiveness of this Amendment and the occurrence of the Effective Date are subject to the satisfaction of the following conditions:

(a) The Administrative Agent shall have received this Amendment, executed and delivered by (i) a duly authorized officer of the Credit Parties and (ii) the Required Lenders.

(b) No Default or Event of Default under the Credit Agreement and other Transaction Documents shall have occurred and be continuing as of the Effective Date. The representations and warranties in this Amendment, in the Credit Agreement and in the other Transaction Documents shall be true and correct in all material respects, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date.

SECTION 4. Effect on Transaction Documents; Acknowledgements.

(a) The Lenders and Administrative Agent hereby expressly reserve all of their respective rights, remedies, and claims under the Credit Agreement and the other Transaction Documents. Nothing in this Amendment shall constitute a waiver or relinquishment of the rights of each of the Lenders and the Administrative Agent to collect the full amounts owing to it under the Credit Agreement and the other Transaction Documents.

(b) The Credit Parties, the Lenders and Administrative Agent, hereby adopt, ratify, and confirm the Credit Agreement, and each of the foregoing parties acknowledge and agree that the Credit Agreement and the other Transaction Documents are and remain in full force and effect, and each of the Credit Parties acknowledges and agrees that neither its liabilities under the

Credit Agreement and the other Transaction Documents nor the validity, perfection, or priority of any lien or security interest securing the Obligations are impaired in any respect by this Amendment.

SECTION 5. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of any executed counterpart of a signature page of this Amendment by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 6. Applicable Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN THE NEW YORK GENERAL OBLIGATIONS LAW §5-1401 AND §5-1402) AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA (INCLUDING THE BANKRUPTCY CODE).

SECTION 7. Headings. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers on or about April 30, 2009, to be effective as of the Effective Date.

PACIFIC ENERGY RESOURCES LTD.,
as a Borrower

By: ______________________
Name: Gerald Tywoniuk
Title: Chief Financial Officer

PACIFIC ENERGY ALASKA HOLDINGS, LLC,
as a Borrower

By: ______________________
Name: Gerald Tywoniuk
Title: Chief Financial Officer

PACIFIC ENERGY ALASKA OPERATING LLC,
as a Borrower

By: ______________________
Name: Gerald Tywoniuk
Title: Chief Financial Officer

PETROCAL ACQUISITION CORP.,
as a Guarantor

By: ______________________
Name: Gerald Tywoniuk
Title: Chief Financial Officer

SAN PEDRO BAY PIPELINE COMPANY,
as a Guarantor

By: ______________________
Name: Gerald Tywoniuk
Title: Chief Financial Officer

CARNEROS ACQUISITION CORP.,
as a Guarantor

By: ______________________
Name: Gerald Tywoniuk
Title: Chief Financial Officer

CARNEROS ENERGY INC.,
as a Guarantor

By: ______________________
Name: Gerald Tywoniuk
Title: Chief Financial Officer

GOTLAND OIL, INC.,
as a Guarantor

By: ______________________
Name: Gerald Tywoniuk
Title: Chief Financial Officer

J. ARON & COMPANY,
as Administrative Agent, Collateral Agent
and a Lender

By: ______________________________
Name:
Title: Authorized Signatory

SILVER POINT FINANCE, LLC,
as Collateral Agent

By:________________________________
Name: Zachary M. Zeitlin
Title: Authorized Signatory

FIELD POINT I, LTD.,
as a Lender

By:________________________________
Name: Zachary M. Zeitlin
Title: Authorized Signatory

FIELD POINT III, LTD.,
as a Lender

By:________________________________
Name: Zachary M. Zeitlin
Title: Authorized Signatory

SPF CDO I, LTD.,
as a Lender

By:________________________________
Name: Zachary M. Zeitlin
Title: Authorized Signatory

SPCP GROUP III LLC,
as a Lender

By:________________________________
Name: Zachary M. Zeitlin
Title: Authorized Signatory

SPCP GROUP, LLC,
as a Lender

By:________________________________
Name: Zachary M. Zeitlin
Title: Authorized Signatory

Exhibit A

SCHEDULE 4.10
TO SENIOR SECURED SUPER PRIORITY DEBTOR IN POSSESSION CREDIT AND GUARANTY AGREEMENT

Labor Disputes and Acts of God

Initial and continuing eruptions of Mt. Redoubt volcano subsequent to the date of execution of the Agreement have had or could have the following consequences for the Borrowers' Alaska assets:

(a) The Cook Inlet Pipe Line Company's ("CIPL") Drift River terminal has been shut down temporarily as a result of volcano-induced flooding. As of April 7, 2009, it is not known how long the shutdown will remain. Certain community organizations are calling for a permanent cessation of operations on the basis of the terminal's location in the floodplain. Should the levees surrounding the terminal be compromised, there is risk of oil being released from storage tanks causing environmental damage and clean up costs. Costs to April 7, 2009 and any future costs, less any insurance recoveries, would be borne by CIPL, and potentially charged to shippers in lump sum or more likely over time. Borrowers are shippers on CIPL, and own a 50% stock interest in CIPL.

(b) Chevron has shut-in production on jointly owned properties due to the shutdown of CIPL's Drift River terminal. As of April 7, 2009, Borrowers do not know what alternative transportation plans may be developed.

(c) There is the potential shut-in of operated production once existing storage is filled, again due to shut down of CIPL's Drift River terminal. Borrowers are evaluating an alternative pipeline, but as of April 7, 2009, Borrowers do not know the cost or feasibility of using the alternative pipeline.

(d) There is potential for Borrowers' insurance carriers to deny Borrowers' claim under their business interruption insurance policies. Such policies have a 45-day waiting period, which Borrowers have indicated to the insurance carriers commenced on March 22, 2009, and the insurance carriers initially indicated to Borrowers that such date may be as late as April 6, 2009.