

AGDC Master Services Agreement
Contract Number: 15-078

This Master Services Agreement, including all task orders (as defined in Exhibit B hereto, the "Task Orders"), if any, issued hereunder and including the exhibits attached hereto, (collectively, the "Agreement") is made between Rigdon H. Boykin (the "Contractor") and the Alaska Gasline Development Corporation ("AGDC").

For good and valuable consideration in hand paid, receipt of which is hereby acknowledged, the Contractor and AGDC agree as follows:

1. INCORPORATION BY REFERENCE. The following documents (each, an "Exhibit" and, collectively, the "Exhibits") are incorporated by reference into this Agreement.

- a. Exhibit A: RESERVED
- b. Exhibit B: Scope of work
- c. Exhibit C: RESERVED
- d. Exhibit D: RESERVED
- e. Exhibit E: Invoicing, and Payment
- f. Exhibit F: RESERVED
- g. Exhibit G: Subcontractor Rider

2. CONTRACTOR'S DUTIES. This Agreement is for services specified in Exhibit B. The Contractor shall diligently perform for AGDC all of its duties under this Agreement in accordance with Exhibit B or other instructions by AGDC. All work performed by the Contractor is subject to inspection, evaluation, and approval by AGDC. AGDC may employ all reasonable means to ensure that the work progresses and is performed in compliance with this Agreement.

The Contractor shall have no liability for defects in the services attributable to the Contractor's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by AGDC or by third parties retained by AGDC; provided, however, that the Contractor shall at all times and in all circumstances use judgment reasonable to the Contractor's level of expertise and knowledge in conducting work under this Agreement to discover and alert AGDC to any such defects. The Contractor, unless otherwise provided in any Exhibit to this agreement shall not be responsible for the verification of any documents or other information provided by AGDC and relied upon by the Contractor in performing the services.

In performing the services, the Contractor may be required to make certain assumptions or forecasts of conditions, events, or circumstances that may occur in the future. The Contractor will take reasonable efforts to assure that assumptions and forecasts made are reasonable and the basis upon which they are made follow generally accepted practices for such assumptions or projections under similar circumstances.

3. **SUBCONTRACTORS.** Subject to compliance with the provisions of this paragraph, the Contractor may engage subcontractors to perform services required by this Agreement or otherwise to support the Contractor's performance of services under this Agreement. The Contractor shall notify AGDC in writing of the name of each subcontractor to be engaged by the Contractor under this paragraph and the work anticipated to be performed by the subcontractor. A subcontractor may not begin work under this paragraph before (a) the Contractor and subcontractor have executed a Subcontractor Rider in the form set forth in Exhibit G; (b) the Contractor has delivered to AGDC the completed, signed Subcontractor Rider; and (c) the Contractor and subcontractor have entered into a contract or other agreement and attached the executed Subcontractor Rider to such contract or other agreement. All compensation and reimbursement payments to a subcontractor are the responsibility of the Contractor, and AGDC is not responsible for, and will not make, payments owed by the Contractor to the subcontractor.

4. **TRAVEL.** AGDC will reimburse the Contractor for travel expenses incurred or paid in conducting work under this Agreement.

5. **NO ADDITIONAL WORK OR MATERIALS.** AGDC is responsible only for payment of work and provision of materials as provided in this Agreement.

6. N/A

7. N/A

8. **COMPENSATION.** AGDC will pay the Contractor as provided in Exhibit E. AGDC is not responsible for payment for, and will not pay for, work performed or materials provided before the date on which both AGDC and the Contractor have signed this Agreement. All costs associated with the Agreement must be stated in U.S. currency.

9. **REIMBURSEMENT.** Any costs or expenses the Contractor incurs performing the Contractor's duties under this Agreement will be reimbursed by AGDC except as provided in this Agreement.

10. **TERMINATION BY CONTRACTOR.** The Contractor may terminate this Agreement at any time but not sooner than sixty days after the Contractor has given written notice to AGDC.

11. **TERMINATION BY AGDC.** AGDC, by written notice to the Contractor given at any time on or before the date of termination, may terminate this Agreement at any time.

Regardless of whether AGDC has notified the Contractor of the termination of this Agreement under this paragraph, AGDC may take any action that, in its discretion, is reasonable to protect itself from the Contractor's breach of this Agreement.

Failure of AGDC to exercise its right to terminate this Agreement for the Contractor's breach does not waive that right or any other right under this Agreement.

AGDC is liable only for payment in accordance with the compensation and other provisions of this Agreement for services rendered before the effective date of any termination of this Agreement.

12. **TERMINATION NOT A RELEASE.** Termination of this Agreement by AGDC as permitted by this Agreement does not release the Contractor from any obligations or liability under the Agreement unless AGDC expressly releases the Contractor in writing. Upon termination of the Agreement by AGDC, the Contractor must assist in an orderly transfer of the Contractor's entire work product, including all work product of any subcontractor or vendor of the Contractor, related to this Agreement to the offices of AGDC or to any successor or custodian designated by AGDC in writing. Notwithstanding the termination

of this Agreement, the Contractor shall preserve and protect all such files, notes, draft reports, and other work product, including maintaining the confidentiality of the same, and the Contractor's duty to preserve and protect all such material shall survive the termination of this Agreement until such time as the Contractor shall have delivered all such material to AGDC and AGDC shall have acknowledged receipt of same in writing to the Contractor.

13. INDEMNIFICATION. The Contractor shall indemnify, save harmless and defend AGDC and the State, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the Contractor, its subcontractors, or anyone directly or indirectly employed by the Contractor in the performance of this Agreement.

All actions or claims, including costs and expenses, resulting from injuries or damage sustained by any person or property arising directly or indirectly from the Contractor's performance under this Agreement which are caused by the joint negligence of AGDC and the Contractor shall be apportioned on a comparative-fault basis. Any such joint negligence on the part of AGDC must be a direct result of active involvement by AGDC.

"Contractor" and "AGDC" as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each.

14. NO ASSIGNMENT OR DELEGATION. This Agreement is a personal services agreement, and the Contractor may not assign or delegate this Agreement, or any part of it, or any right to any compensation or reimbursement paid under it, except with the express written consent of AGDC, which AGDC will not unreasonably withhold; provided, however, that the Contractor may, subject to the provisions of paragraph 3 above, subcontract portions of the services to approved subcontractors.

15. NOTICE. Any notice given to AGDC or to the Contractor under this Agreement must be in writing and must be sent by registered mail or certified mail, return receipt requested, or by email to the address described in the "Notice" section of Exhibit E.

The Contractor and AGDC will promptly notify each other of any changes in their respective addresses (including email addresses).

16. OWNERSHIP, PRESERVATION, RETENTION, AND DELIVERY OF RECORDS. All records related to work performed by the Contractor for AGDC under this Agreement, including but not limited to documents, reports, recommendations, analysis, work produced in any form including intellectual property, computerized data files, and other media or papers of whatever kind or description and all information and materials made available to Contractor by AGDC (each, a "Record" and, collectively, the "Records"), regardless of whether the Records are developed or originated by the Contractor or by a subcontractor or vendor of the Contractor or by AGDC, are the sole property of AGDC.

Nothing contained in this Section shall be construed as limiting or depriving the Contractor of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

AGDC shall not acquire any rights to any of the Contractor's, its subcontractors', or its vendors' proprietary computer software that may be used in connection with the services provided under this Agreement.

The Contractor, upon AGDC's written request, shall deliver all Records to AGDC or as AGDC otherwise dictates in writing. The Contractor may not condition the delivery of Records in any manner whatsoever. The Contractor must reproduce, at no cost to AGDC, any Records that the Contractor has retained on microfilm or otherwise condensed. The Contractor acknowledges that time is of the essence with respect to any request for Records described in this paragraph. The Contractor agrees that, immediately upon receipt of any such request, the Contractor shall take reasonable steps necessary to provide for delivery of the requested Records at the earliest possible time, which, unless otherwise agreed to by AGDC in writing, shall be no later than 30 days after receipt of the request. In addition to all other remedies available to AGDC for breach of this provision, AGDC may withhold payment of any amount owed to the Contractor until such time as the Contractor delivers the requested Records to the satisfaction of AGDC.

Unless all Records have been delivered to AGDC, the Contractor shall preserve and retain all Records in its possession relating to the performance of this Agreement until the end of the later of (a) five years after the expiration or earlier termination of this Agreement, or (b) receipt by the Contractor of notice from AGDC of the final resolution of any audit findings, claims, or litigation related to the Agreement with respect to an audit, claim, or litigation for which AGDC received notice before the expiration or earlier termination of this Agreement.

17. EXAMINATION OF RECORDS. The Contractor shall permit any person designated by AGDC, at any reasonable time during regular business hours, and upon twenty-four hour notice, to examine and make audits of any and all of the Records.

18. PRIOR AGREEMENTS. This Agreement supersedes any and all prior agreements and understandings between AGDC and the Contractor relating to the subject matter of this Agreement. However, the provisions of this paragraph do not operate to release the Contractor or AGDC from any responsibilities or liability that may have arisen under any prior agreement.

19. N/A

20. PERMITS; LICENSES. The Contractor shall be solely responsible and financially responsible for obtaining all required permits, licenses, and approvals to comply with municipal, state and federal authority to operate the Contractor's own business. The Contractor, as part of its services, may assist AGDC with obtaining permits and approvals for project work performed under this Agreement; however, the Contractor shall not be financially responsible for the costs of such project-related permits and/or approvals.

21. SAFETY. The Contractor shall establish and implement, and shall take reasonable steps to assure that each of the Contractor's subcontractors establish and implement, safety procedures and practices to minimize injuries and illness to employees and others in the conduct of work under this Agreement (the "Safety Procedures").

22. CONFIDENTIALITY. The Contractor acknowledges that all information owned by AGDC is to be treated as confidential and proprietary unless AGDC specifically notifies the Contractor otherwise in writing. The Contractor agrees to protect and keep confidential all such information and will undertake to maintain the same standard of care and security to protect the confidentiality of the information as the Contractor uses to protect its own confidential and proprietary information and, in addition, shall take such reasonable steps as AGDC may require of the Contractor for that purpose. In no event may the

Contractor display any AGDC information on any website that is available to any person other than the Contractor, its subcontractors, and AGDC without prior written permission from AGDC.

The Contractor's confidentiality obligation hereunder shall not extend to information which is a part of the public domain before the disclosure of such information by the Contractor.

The Contractor shall not be restricted in any way from releasing information in response to a subpoena, court order, or other legal process, or as may be legally compelled by any tribunal or governmental or regulatory authority, but, in such event, the Contractor shall immediately notify AGDC of the demand for information before the Contractor responds to such demand.

The Contractor agrees to limit distribution of the information owned by AGDC to those of its employees who are performing work under the Agreement. The Contractor may not distribute information owned by AGDC to other parties without the express written consent of AGDC. The Contractor agrees that, upon completion of this Agreement or at any other time requested by AGDC, it will return the originals and all copies of any information owned by AGDC that is then in the Contractor's possession to AGDC.

For purposes of this MSA "information owned by AGDC" means (a) the Records and (b) all information provided to the Contractor by AGDC or by another person at the request of AGDC.

23. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS. The Contractor acknowledges that the work product developed under this Agreement is a work for hire specifically commissioned by AGDC. The Contractor agrees that AGDC is entitled to the copyright and all other intellectual property rights (such as, but not limited to, patents, trademarks, and service marks) in all technical materials, reports, drawings, manuals, or other work product developed pursuant to this Agreement and the Contractor hereby releases and waives any claim it may have to such copyright. At all times, each party shall retain all of its intellectual property rights with respect to property not described in the preceding sentence.

24. LIENS. The Contractor shall pay for all services, labor, materials, and equipment used in the execution of this Agreement and will maintain all materials, equipment, and Records free of all liens. The Contractor will, upon completion of each Task Order and before final payment is due, furnish AGDC with reasonable evidence that all services, labor, materials, and equipment have been paid in full and that any prior liens with respect thereto have been released.

25. N/A

26. INDEPENDENT CONTRACTOR. The Contractor and any agents, employees, officers, and subcontractors of the Contractor act in an independent capacity and are not officers or employees or agents of AGDC in the performance of this Agreement.

27. GOVERNING LAW. This Agreement is governed by the laws of the State of Alaska. Any actions brought as a result of this Agreement shall be brought in the courts for the State of Alaska in the Third Judicial District in Anchorage, Alaska.

28. NO CONSEQUENTIAL DAMAGES. Neither the Contractor nor AGDC may seek or be entitled to loss of anticipated profits or any special, indirect, or consequential damages for work resulting from this Agreement and any subsequent Task Orders.

29. OFFICIALS NOT TO BENEFIT. The Contractor must comply with all applicable State or federal laws regulating ethical conduct of public officers and employees.

30. CAPTIONS, SEVERABILITY. The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define the provisions of this Agreement. If any provision of this Agreement conflicts with applicable law, the conflict does not affect the other provisions of this Agreement which can be given effect without the conflicting provision. The provisions of this Agreement are declared to be severable.

31. EQUAL OPPORTUNITY EMPLOYMENT. The Contractor certifies that it complies with the applicable portions of 42 U.S.C. 1971, 1975 and 2000 of the Civil Rights Act of 1964 and the civil rights laws in the Alaska Statutes, AS 18.80 2 AAC 12.120 (a) (4). The Contractor further certifies that subcontracting will be allocated to meet goals established to eliminate and prevent discrimination.

32. TERM. This Agreement shall expire on September 1, 2015. AGDC, at its sole discretion, may extend this Agreement from the original expiration date set forth above by providing written notice to the Contractor before the original Agreement expiration date or before the then current Agreement expiration date.

33. FUNDING. The Contractor acknowledges that AGDC is an agency of the State of Alaska and, therefore, is only able to make payments for any purpose, including for the purpose of making any payments that may be due under this Agreement, to the extent that AGDC receives appropriations for such purpose.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set out below. This Agreement takes effect on the date of its execution by AGDC.

Agreed to and Accepted by CONTRACTOR

By: Rigdon H Boykin
(Authorized signature)
Rigdon H Boykin
(Typewritten name/title)

May 26, 2015
Date

Agreed to and Accepted by ALASKA GASLINE DEVELOPMENT CORPORATION

By: Bruce Tangeman
(Authorized signature)
Bruce Tangeman / V.P. Finance + Admin
(Typewritten name/title)

5/28/15
Date

Approved as to form
LEGAL [Signature]

**EXHIBIT A
RESERVED**

EXHIBIT B Scope of Work

The Contractor shall provide oil and gas consulting services concerning natural gas resources, project development and project financing. Services shall include assistance in integrating the activities of AGDC with respect to the ASAP and AKLNG projects with the work of the Governor's Office, the Department of Natural Resources, the Department of Revenue, and the Department of Law. In addition the Contractor will assist in and coordinate the negotiations of the State and AGDC with the producers participating in AKLNG and possible partners in ASAP. It is understood that the Contractor is not admitted to the Bar of the State of Alaska and will not render opinions or give advice with respect to the laws or Constitution of the State of Alaska.

The Contractor shall remain in good standing with the Internal Revenue Service, the Alaska Department of Labor, the Alaska Department of Commerce, Community and Economic Development, the Fair Labor Standards Act, OSHA and other applicable authorities.

**EXHIBIT C
RESERVED**

**EXHIBIT D
RESERVED**

EXHIBIT E

Invoicing and Payment

NEW CONTRACTORS / VENDORS SETUP

New Contractors will need to be set up in AGDC systems for payment of invoices. AGDC accounting will coordinate receiving the following forms from new Contractors.

- Vendor Set Up Form
- W-9, if required
- Automated Clearing House Transmission Request Form
- Alaska Business License

INVOICING ITEMS TO NOTE / REQUIREMENTS

1. Contractor shall be paid a fixed fee of \$120,000.00 per month commencing June 1, 2015 for the month of June and continuing on the first day of each month thereafter until termination of this contract or November 1, 2015, whichever occurs first. If this contract is still in effect on November 1, 2015, payment will equal \$100,000.00 per month from and after November 1, 2015, until termination; provided, however, that in no event will AGDC be obligated to pay, or liable for, an amount greater than \$500,000.00

2. Contractor shall be reimbursed for all reasonable living expenses in Alaska and travel expenses for one trip to South Carolina per month. Direct costs will be reimbursed based on submitted receipts and without mark-up,

3. AGDC does not pay local, state, or federal taxes on work performed under the Contract.

4. Contractors shall invoice monthly.

5. It is expected that most services under this contract will be performed in Anchorage, Juneau and at offices of project participants (primarily in Houston). Travel between such locations is authorized.

6. **Disputed Invoice Amounts:** AGDC may exclude unallowable amounts that are incorrectly billed on an invoice when making payments. In the event AGDC disputes any invoice item, AGDC shall give Contractor written notice of such disputed item and work with the Contractor to resolve the item. AGDC may short pay invoices for disputed items and would expect that AGDC and the Contractor will make every reasonable effort to timely resolve any disputed items.

INVOICE SUBMITTAL

Invoices and supporting documentation shall be submitted to AGDC as follows:

E-mail to: accounting@agdc.us

Or

Mail to: AGDC

Attn: Accounting

3201 C Street, Suite 200

Anchorage, Alaska 99503

INVOICE PAYMENT

Payments (other than disputed amounts described in paragraph 6 above) are due the Contractor no later than thirty calendar days following AGDC's receipt of an invoice.

NOTICE

Unless and until AGDC otherwise notifies the Contractor in writing, the Contractor shall send all notices required under the Agreement to the following address in accordance with paragraph 15 of the Agreement:

Alaska Gasline Development Corporation
Attn: (Contract Manager)
3201 C Street, Suite 200
Anchorage, Alaska 99503

Alternatively, and in accordance with the provisions of paragraph 15, of the Agreement, the Contractor may send notices and otherwise communicate to AGDC by email using the email address provided to the Contractor by the Contractor's contact person at AGDC.

Unless the Contractor otherwise notifies AGDC in writing, AGDC shall send all notices required under the Agreement to the Contractor at the address or email address provided by the Contractor in writing to AGDC.

**EXHIBIT F
RESERVED**

EXHIBIT G Subcontract Rider

This Subcontractor Rider is entered into by and between _____ (the "Contractor") and _____ (the "Subcontractor") and is dated _____, 20__.

WHEREAS, the Contractor has entered into a contract (the "Contract") with the Alaska Gasline Development Corporation ("AGDC"), a public corporation of the State of Alaska organized and existing under AS.31.25; and

WHEREAS, pursuant to the Contract, the Contractor will perform certain work as described in the Contract; and

WHEREAS, the Contractor now wishes to enter into a subcontract with the Subcontractor (the "Subcontract") to provide for work from the Subcontractor in furtherance of the Contract; and

WHEREAS, the Contractor and the Subcontractor will attach this Subcontractor Rider to any contract or agreement between them for the provision of such services;

NOW, THEREFORE, THIS SUBCONTRACTOR RIDER WITNESSETH:

1. The Subcontractor agrees that all payments and reimbursements owed to the Subcontractor under the Subcontract are the responsibility of the Contractor and that AGDC has no liability or responsibility under the Contract or under the Subcontract for any such payments.
2. The Subcontractor agrees that AGDC has no liability or responsibility for any other term or provision of the Subcontract, and the Subcontractor shall not attempt to pursue remedies for any portion of the Subcontract against AGDC.
3. In performing work under the Subcontract, the Subcontractor may receive or view information that belongs to AGDC. The Subcontractor agrees that it will treat all such information as confidential unless and until it receives written notification otherwise from AGDC. The Subcontractor further agrees to observe all the requirements imposed on the Contractor under paragraph 22 of the Contract (relating to confidentiality).
4. The Subcontractor agrees to indemnify AGDC to the same extent and in the same manner as required of the Contractor pursuant to paragraph 13 of the Contract (relating to indemnification).
5. The Subcontractor agrees that no part of the Subcontract may be assigned or delegated without the express and prior written consent of AGDC.
6. All records related to work performed by the Subcontractor under this Subcontract are property of AGDC and shall be subject to the terms of paragraphs 16 (relating to ownership of records) and 17 (relating to examination of records) of the Contract as though "Contractor" in those paragraphs means "Subcontractor" and "Contract" means "Subcontract."

7. The Subcontractor shall maintain insurance as required of the Contractor under paragraph 19 of the Contract (relating to insurance) and in accordance with the terms and conditions of said paragraph 19.

8. Any notices or other communications required to be sent to AGDC for purposes of this Subcontractor Rider shall be sent as follows:

Alaska Gasline Development Corporation
3201 C Street, Suite 200
Anchorage, Alaska 99503

9. The Contractor and the Subcontractor agree to attach this Subcontractor Rider as an appendix or exhibit to the Subcontract and to cause this Subcontractor Rider, by such attachment, to become part of the Subcontract. The Contractor and the Subcontractor agree that, to the extent there is a conflict between the terms of this Subcontractor Rider and any other terms of the Subcontract, the terms of this Subcontractor Rider shall control.

10. The Contractor and the Subcontractor agree that AGDC is a third party beneficiary to this Subcontractor Rider and shall have all the rights and powers that a party to this Subcontractor Rider would have in the enforcement of the terms hereof and the pursuit of remedies.

CONTRACTOR

SUBCONTRACTOR

By: _____

By: _____