



## TASK ORDER

### No. 20.901

This Task Order (TO) is issued pursuant to the Master Services Agreement (MSA) by and between the Alaska Gasline Development Corporation (AGDC) and Contractor identified below, and is subject to all terms, conditions, and provisions of that MSA. This Task Order authorizes performance of the Services as described herein.

CONTRACTOR: <u>Holland &amp; Hart LLP</u>	MSA No.: <u>20-104</u>
	MSA EXPIRATION DATE: <u>December 31, 2022</u>
TASK DESCRIPTION: <u>Strategic Counsel – AGDC Projects</u>	
DEPT. /AFE No.: <u>Executive</u>	DIVISION: <u>AGDC (Operating)</u>
CATEGORY: <u>N/A</u>	
TASK LEAD: <u>Frank Richards</u>	TO EFFECTIVE DATE: <u>April 30, 2020</u>
BILLING CODE(S): <u>HHL20-901.4</u>	TO EXPIRATION DATE: <u>December 31, 2020</u>

#### 1. Pricing:

Pricing Method:            Time & Materials             Fixed Price             Cost-Plus             Other

**Total Compensation:**    **Not-to-Exceed:**    \$125,000.00    USD            Fixed Price:    N/A    USD

AGDC will make payment to the Contractor for labor and expenses in accordance with the MSA and according to the rates established in the approved Contractor roster. Positions not included on the approved Contractor roster at the time services are performed are non-reimbursable.

AGDC will not pay or be obligated to pay any amount for any purpose in excess of the total task order not-to-exceed amount unless authorized by a Change Order. It is the Contractor's responsibility to monitor the not-to-exceed amount and notify AGDC when it has been 80% expended. AGDC will not reimburse Contractor for work under this Task Order that Contractor performs on dates before the TO Effective Date or after the TO Expiration Date.

#### 2. Scope of Services:

Contractor shall complete work pursuant to terms in Attachment A: Proposal (the "Proposal").

Any changes that Contractor makes to individual staff member assignments and/or positions, level of effort, labor rates, or other Proposal terms shall require advance notification to AGDC and pre-approval by a duly authorized AGDC representative in either a fully executed written Change Order or a Roster Form update, as directed by AGDC.

Contractor may not contractually commit AGDC in any manner, either verbally or in writing. Contractor may not incur expenses on behalf of AGDC.

Contractor may not direct the work of other AGDC contractors unless specifically instructed to in writing by AGDC.

#### 3. Attachments:

See Attachment A: Proposal

AGDC and Contractor expressly agree that the terms of each and every provision in this Task Order shall prevail and control over the terms of any other conflicting provision in any attachment or exhibit to this Task Order, including Attachment A: Proposal (the "Proposal"). Any terms in the Proposal that conflict or could be interpreted to conflict with other terms of the Task Order are nullified. Any terms in the Proposal that conflict or could be interpreted to conflict with other terms of the MSA are also nullified.

## TASK ORDER

#### 4. Deliverables:

Deliverable Number	Document Title/Description	Planned Date
N/A	N/A	N/A

For all work that Contractor performs under this Task Order, which shall include any deliverables as described herein, Contractor shall deliver all raw data, native files, and supporting data, including GIS data, acquired data/developed data, etc. to AGDC at the close of the Task Order and at any time that AGDC requests before the close of the Task Order. Contractor shall only use AGDC-approved templates for Deliverables. Any exceptions must be approved in an executed Task Order or Change Order by the AGDC Contracts Department.

#### 5. Audit Compliance:


AGDC reserves the right to inspect or audit contract records including but not limited to, accounting records, written policies and procedures, subcontract files, insurance documents, paid vouchers, timesheets, and original estimates. The Contractor shall at any time AGDC requests, whether during or after completion of this Agreement, and at the Contractor's own expense, make such records available for inspection and audit, including copies and extracts of records. Contractor shall make such records available to AGDC during normal AGDC business hours at AGDC's place of business, and Contractor must compile the requested records within 30 days' written notice from AGDC unless AGDC communicates otherwise in writing. The Contractor shall ensure AGDC that these rights and obligations inure to the Contractor's employees, agents, assigns, successors, and subcontractors.

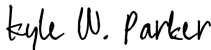
#### 6. HSSE Acknowledgment:


The Contractor shall take reasonable steps to identify health and safety hazards where work will be performed under this Task Order and, upon identifying any such health or safety hazard, shall immediately take steps to abate it. The Contractor shall immediately notify the Contract Manager of any serious accident which occurs in connection with activities performed under this Task Order.

#### 7. Authorization:

Duly authorized representatives of the parties to the MSA have hereby executed this Task Order and made it effective.

AGDC	<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">           DocuSigned by:    <small>C942E08C736245A...</small> </div> <i>Signature</i>	<b>Frank Richards</b> <i>Printed Name</i>	5/1/2020 <i>Date</i>
------	---	--	-------------------------

Contractor	<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">           DocuSigned by:    <small>FB778CA984DD4FC...</small> </div> <i>Signature</i>	Kyle W. Parker <i>Printed Name</i>	5/1/2020 <i>Date</i>
------------	---	---------------------------------------	-------------------------

Approved as to form  
  
 LEGAL



## TASK ORDER

---

# ATTACHMENT A: PROPOSAL



**Sean R. Parnell**  
**Of Counsel**  
Phone 907.865.2602  
srparnell@hollandhart.com

April 24, 2020

Mr. Frank Richards, SVP  
Alaska Gasline Development Corp.  
3201 C Street, Suite 200  
Anchorage, AK 99503

Re: Proposal for Strategic Counsel - AGDC Projects (FY20)

Dear Frank:

Thank you for asking Holland & Hart LLP (“Holland & Hart”) to submit a proposal to provide strategic counsel from its Alaska office for Alaska Gasline Development Corporation (“AGDC”) under the Master Services Agreement (MSA No. 20-104).

**Task Order:** Provide strategic counsel in connection with AGDC projects.

**Scope of Work:**

- Provide strategic counsel on communicating the benefits and status of AGDC statutory powers to develop projects, including Alaska LNG, among and to the State of Alaska’s Executive and Legislative Branches, and with federal officials;
- Support development of a communication strategy designed to increase the communication flow, knowledge level, and support for the Alaska LNG and other AGDC projects;
- Support development of venture structure strategy designed to identify Alaska LNG Project interest from others, develop the optimal project structure, and identify a designated new Project Sponsor by December 31, 2020;
- Along with AGDC, continue to evaluate projects and engage the Executive Branch and others on the strategic progress and path forward for Alaska LNG and other AGDC projects;
- Provide strategic support for AGDC’s federal and state legislative and regulatory efforts necessary to advance the interests of getting natural gas to Alaskans and markets beyond through Alaska LNG, and other AGDC projects. Assist in developing strategic communications for key Alaskan stakeholders (businesses, Alaska Native Corporations, and other resource developers) for clear understanding and support of AGDC projects consistent with AGDC statutes and regulations; and



Mr. Frank Richards, SVP  
April 24, 2020  
Page 2

- Work with AGDC to communicate the goals and desires of the State of Alaska in commercializing the North Slope natural gas resources to Asian markets. This may include interfacing with buyers and government officials from Pacific Rim countries along with AGDC team members to successfully influence opinion and dialogue on the commercial sale of Alaska LNG.

30 *OJB*

**Start of Engagement:** April ~~26~~, 2020

**End of Engagement:** December 31, 2020

**Fees, Costs and Billing:** In exchange for performing the work described above, Holland & Hart will charge AGDC on an hourly basis, plus expenses (all reasonable, actual travel costs, for example, including airfare, lodging, ground transportation, food). Our total fees through December 31, 2020 are not anticipated to exceed \$125,000.

**Timekeepers:** I anticipate that most of the work for AGDC will be conducted by myself with support from Kyle Parker. My discounted hourly rate is \$450, and Kyle's discounted hourly rate is \$450. Any other timekeepers will be billed at their standard hourly rate.

Neither I nor Kyle Parker would act as an attorney for AGDC in providing these services. Holland & Hart is not being engaged to represent AGDC as legal counsel or otherwise provide legal services to AGDC in connection with these services. Please be aware, therefore, that the services I provide are not legal services and that certain protections of the client-lawyer relationship do not apply. For example, any communications between me and AGDC will not be subject to the attorney-client privilege and the traditional attorney-client duty of confidentiality will not apply to any information I acquire while performing these legislative/regulatory services so that, under some rules of Civil Procedure, AGDC's communications with me may become discoverable. It is important that AGDC remember this limitation when communicating with me. However, rest assured, other duties of confidentiality will apply to information AGDC communicates to me and I will remain mindful of those duties and do all that is appropriate to treat my communications and information you provide to me in a manner that maintains confidentiality.

Inasmuch as neither I nor Holland & Hart will be acting as attorneys for AGDC, it is understood that conflict of interest rules pertaining to the practice of law do not apply with respect to this agreement.

We have agreed that, solely by reason of my providing strategic counsel surrounding AGDC's gas projects in this matter, neither I nor Holland & Hart will be limited in representing other clients in legal matters in which their interests are or may be adverse to AGDC.



Mr. Frank Richards, SVP  
April 24, 2020  
Page 3

As always, we encourage and welcome your thoughts, questions and directions at any time on all aspects of our work, including staffing decisions, time commitments and billing procedures.

Once again, thank you for your confidence in Holland & Hart.

Sincerely,

A handwritten signature in blue ink that reads "Sean Parnell".

Sean R. Parnell  
Of Counsel  
for Holland & Hart LLP

14532388\_v2