Amendment No. 02

WHEREAS, The Alaska Gasline Development Corporation ("AGDC") and Rigdon H. Boykin (the "Contractor") have entered into a Master Services Agreement (the "Agreement") effective May 28, 2015, with a term that extended until September 30, 2015;

WHEREAS, AGDC and the Contractor hereby agree to extend the term of the Agreement in accordance with the terms of the Agreement and the terms provided herein;

Therefore, AGDC and the Contractor agree that

- 1. Paragraph 32 of the Agreement is amended to provide that the Agreement shall expire on December 31, 2015.
- Paragraph 1 of Exhibit E of the Agreement is amended to provide that in addition to the Contractor's monthly
 fee, the Contractor will be reimbursed for actual expenses, including per diem, up to \$10,000.00 per month.
 In no event will AGDC be obligated to pay, or liable for, an amount greater than \$850,000.00.

Except as specifically amended herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

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

Agreed to and accepted by the CONTRACTOR

By: $\frac{Rigdon H Boykin}{(Printed name/title)}$

Agreed to and accepted by the ALASKA GASLINE DEVELOPMENT CORPORATION

By: (Authorized signature)

Bruce Tangeman

(Printed name/title)

Approved as to form

LEGAL