

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
OREGON/WASHINGTON
AND
THE PACIFIC CONNECTOR GAS PIPELINE, L.P.
FOR THE
PREPARATION OF ANALYSES AND OTHER WORK RELATED TO THE
PROCESSING OF A NATURAL GAS PIPELINE CONSTRUCTION APPLICATION**

I. BACKGROUND AND PURPOSE

The Bureau of Land Management (BLM) and the United States Forest Service (Forest Service) are formal cooperators with the Federal Energy Regulatory Commission (FERC) in the development of a National Environmental Policy Act (NEPA; 42 U.S.C. §§ 4321 - 4370e) analysis for a natural gas pipeline (FERC Docket No. CP07-441-000). As originally proposed by Williams Pacific Connector Gas Operator, L.L.C., as agent for Pacific Connector Gas Pipeline, L.P., the pipeline would be used in the transportation of natural gas.

The FERC and Federal cooperating agencies produced the Environmental Impact Statement (EIS) for that project in May 2009. On December 17, 2009, the FERC issued an Order authorizing the Jordan Cove Liquefied Natural Gas Import Terminal in Docket No. CP07-444-000 and the Pacific Connector Pipeline in Docket No. CP07-441-000. On April 16, 2012, FERC vacated the above authorizations after it received a request to begin the pre-filing process to change the Jordan Cove facility's purpose from an LNG import terminal to an LNG export terminal.

Under the new application, the 36-inch Pacific Connector Gas Pipeline (PCGP) would transport up to 1 billion cubic feet per day of natural gas from existing, interstate natural gas transmission pipelines at Malin, Oregon, to the proposed Jordan Cove LNG facility at Coos Bay, Oregon, where the gas would be liquefied for export (hereafter the "Project"). The PGCP is approximately 232 miles long with an estimated 41 miles over Federal lands administered by the BLM in the Coos Bay, Roseburg, Medford and Lakeview Districts; approximately 30 miles over Federal lands administered by the Forest Service in the Rogue River, Umpqua, and Winema National Forests; and less than a mile over lands administered by the Bureau of Reclamation, Klamath Basin Area Office.

On June 19, 2013, the U.S. Department of the Interior, BLM, received a preliminary right-of-way (ROW) application from Williams Pacific Connector Gas Operator, L.L.C., on behalf of Pacific Connector Gas Pipeline, L.P., (COMPANY) for the construction, operation, maintenance, and termination of the PCGP. The BLM will consider granting, granting with conditions, or denying a ROW and a Temporary Use Permit (TUP) on behalf of itself, the Forest Service, and the Bureau of Reclamation (these agencies are hereafter referred to singularly as a "Cooperating Agency" and collectively as the "Cooperating Agencies") under the authority of, without limitation, Section 28 of the Mineral Leasing Act of 1920 (30 U.S.C. §185), as amended, and BLM implementing regulations found at 43 C.F.R. Part 2880. The BLM and the COMPANY are hereafter collectively referred to as the "Parties."

A new EIS for the Project is required. The EIS will make use of the previous analyses generated in association with the LNG import project proposal; incorporate updated information, as needed; and evaluate the impacts associated with the new or modified facilities and routes. The FERC is the lead

agency responsible for conducting the NEPA analysis for the Project. The BLM is working with FERC in preparation of this EIS, pursuant to 40 C.F.R. § 1501.6. The BLM is required to cooperate with FERC and meet FERC deadlines in responding to the COMPANY's application pursuant to Section 313 of the 2005 Energy Policy Act and the terms of the 2002 Interagency Agreement on Early Coordination of Required Environmental and Historic Preservation Reviews Conducted in Conjunction with the Issuance of Authorizations to Construct and Operate Interstate Natural Gas Pipelines Certificated by the Federal Energy Regulatory Commission (Interagency Agreement).

In view of the foregoing, the BLM is undertaking the PGCP ROW and TUP-related NEPA analysis. The BLM is also generating a draft ROW Grant and TUP, a draft Plan of Development (POD) including mitigation plans, and draft amendments to BLM and Forest Service land management plans (LMP). These documents could be modified as needed and finalized should the ROW and TUP application be approved.

In accordance with 40 C.F.R. § 1506.2(a) and (c), to reduce duplication to the fullest extent possible, other Federal, state, and local agencies having jurisdiction by law or special expertise have been invited to provide information to the BLM. The BLM will, as appropriate, utilize this information in preparation of BLM-generated NEPA work products.

To facilitate timely completion of environmental analysis and other Project-related administrative work, the COMPANY has agreed to contract with a third-party (CONTRACTOR), which will work at the sole direction of the BLM. The COMPANY and the BLM have approved North State Resources, L. L. C., as the CONTRACTOR.

The BLM, in making decisions related to processing the COMPANY's application, is relying on the COMPANY's promise to pay the CONTRACTOR and to abide by the terms and conditions of this Memorandum of Understanding (MOU) and attachments hereto, as they may be modified from time-to-time. This includes, without limitation, the BLM's decision to forego hiring a CONTRACTOR through a Federal procurement process.

Now Therefore, for good consideration, the value of which neither party disputes, and in reliance on the mutual promises contained herein, the Parties agree as follows:

II. LEGAL AUTHORITIES

The BLM enters into this MOU pursuant to the following authorities:

- A. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.);
- B. Council on Environmental Quality National Environmental Policy Act implementing regulations (40 C.F.R. §§ 1500 – 1508);
- C. The Mineral Leasing Act of 1920 (30 U.S.C. § 185) and the Act's implementing regulations found at 43 C.F.R. Part 2880; and
- D. Other applicable laws.

III. RESPONSIBILITIES

A. Joint Responsibilities and Understandings

The Parties jointly agree that:

1. Pursuant to 43 C.F.R. § 2884.17(c), the BLM has the option of preparing any environmental documents it requires in order to process the COMPANY'S ROW and TUP application. Pursuant to 43 C.F.R. § 2884.17(d), the BLM may periodically bill the COMPANY for costs it incurs in processing the COMPANY's application. Notwithstanding, pursuant to 43 C.F.R. § 2884.17(c) and other applicable law, the BLM has elected to enter into this MOU, which permits the preparation of environmental documents and conduct of studies that the BLM requires in order to process the COMPANY's application, utilizing a third party contractor (CONTRACTOR), provided that the work produced follows BLM standards. The COMPANY has retained the CONTRACTOR to prepare this work at the direction of the BLM. The COMPANY's contract obligation with the CONTRACTOR will ensure that the CONTRACTOR will be reimbursed to produce or otherwise undertake all BLM-required work identified in this MOU and in attachments hereto (as this MOU and attachments hereto may be modified from time-to-time) including, without limitation, requiring CONTRACTOR to do the following:
 - a. Assist the BLM in its efforts to meet its responsibilities under Section 313 of the 2005 Energy Policy Act and the Interagency Agreement.
 - b. Provide technical expertise, assistance, document review and drafting service to the BLM and the Forest Service regarding the following documents—
 - (1) The draft and final EIS documents;
 - (2) The draft and (if the COMPANY's application is approved) the final ROW, TUP, POD (including mitigation plans) and the BLM and Forest Service LMP amendments; and
 - (3) The Record of Decision (ROD).
 - c. Provide administrative assistance in responding to any administrative or judicial challenges that may arise with respect to the BLM's decisions.
 - d. Assist the BLM in ensuring public involvement consistent with the requirements of law and policy.
 - e. Participate in BLM interdisciplinary team (IDT) meetings.
 - f. Facilitate communication and information exchange among the FERC, the BLM, the Cooperating Agencies, and other individuals and entities that are involved in the Project, including but not limited to relevant Federal, state, and local agencies and officials.
 - g. Provide all BLM-required documentation including but not limited to IDT and EIS team meeting notes; e-mail messages; analysis protocols and methodologies and data, rationale, maps, GIS data, and Federal Graphic Data Committee-compliant

metadata; and any other supporting information. Maintain, update, and ensure completeness of Project-related environmental documents, records, and case files.

- h. Review and assist the BLM and the Cooperating Agencies in commenting on the COMPANY's submittals to FERC in support of the Company's application, including comments on the draft and final Resource Reports and responses to FERC data requests.
 - i. Provide technical and other assistance relating to the preparation of the FERC Biological Assessment.
 - j. Compile and maintain a complete and accurate Administrative Record which, in the BLM's sole judgment, is of sufficient quality and in a form that it can be utilized by the BLM in administrative or judicial proceeding. The Administrative Record will include, without limitation, all documents and records used or developed by the CONTRACTOR to support the NEPA process and all documents and records to support BLM's decision.
 - k. Provide to the BLM the entire PCGP Record, including all copies held by the CONTRACTOR.
 - l. Provide printed and electronic (pdf and HTML) copies of the Record of Decision (ROD) to the BLM. Copies shall be suitable for reproduction. The number of printed copies shall be specified by the BLM.
 - m. Provide such other work and assistance as the BLM may require from time-to-time as is specified in Attachment 1, Contractor Project Work Plan, as it may be modified by the BLM from time-to-time.
2. The Parties will abide by the following regarding COMPANY-paid and CONTRACTOR-prepared work:
- a. Attachment 1, Contractor Project Work Plan, identifies the work products that the BLM requires in order to process the COMPANY's application. Attachment 1 may be modified or supplemented by the BLM from time-to-time at its discretion. Upon making any revisions to Attachment 1, the BLM will provide a written copy of the revised Attachment 1 to both the COMPANY and the CONTRACTOR.
 - b. Attachment 2, Contractor Cost Projection, includes cost projections prepared by the CONTRACTOR that estimate the detailed costs for each of the tasks described in Attachment 1. The BLM will direct the CONTRACTOR to submit to the COMPANY and to the BLM an updated project cost estimate as soon as possible after receipt of the BLM revised Attachment 1.
 - c. Revisions to Attachment 1 will be listed as separate Tasks and numbered accordingly (current Workplan attached to this MOU has 15 Tasks; next BLM revision will be listed as Task 16). Prior to the commencement of any work by CONTRACTOR, both Parties agree that all future Tasks (# 16 and beyond), will be approved by the execution of signatures on the Task Approval Form (description of work, estimated cost and signature blocks). CONTRACTOR is authorized to work

on new Tasks only after receiving a copy of the approved form executed by the BLM and the COMPANY. If there is disagreement regarding a newly proposed task the Parties will promptly enter into good faith discussions with the goal of resolving the disagreement within 15 working days.

- d. The COMPANY acknowledges and agrees that, notwithstanding any provision of this MOU, the BLM is charged with making final determinations regarding what information it requires in order to process the COMPANY's application and comply with applicable laws. The BLM may, at any time, take any action available to it under law that it deems necessary to ensure that it receives all required information, at no cost to the BLM. Such actions may include, without limitation, (1) requesting additional information from the COMPANY pursuant to 43 U.S.C. § 2284.22; (2) denying the COMPANY's ROW and TUP application for non-compliance with any BLM information request pursuant to 43 U.S.C. § 2884.23(a)(6); or (3) terminating this MOU and requiring payment in advance for BLM-prepared work needed to process the COMPANY's application pursuant to 43 U.S.C. § 2884.17(d).
3. The COMPANY shall be responsible for undertaking and paying for stenographic, clerical, graphic, and layout services. Foldout sheets and large maps shall be provided where possible. The COMPANY shall be solely responsible for the costs of preparing and distributing the number of copies of the draft and final documents that the BLM deems necessary for the BLM, the Cooperating Agency, and the public. Print quality of all final documents must meet BLM standards. One copy of each final document must be provided in a format suitable for reproduction by the BLM. Sixteen additional printed copies of final documents must be provided to the BLM for forwarding to the Superintendent of Documents. The BLM state printing specialist/coordinator may direct the CONTRACTOR to send these sixteen copies directly to the Superintendent of Documents. A publication index number must be obtained from the BLM state printing specialist/coordinator for the document and must be printed on the inside front cover of each copy. Additional instructions regarding the number of draft and final documents required, and distribution instruction, will be provided by the BLM, as needed.
4. In the event that new or revised laws, policies, regulations, legal rulings, or other changed conditions arise during the performance of the assigned tasks described in Attachment 1, and such changed conditions affect the scope of analysis or impact the work schedule, the Parties will discuss how the change may impact performance of this MOU.
5. The Parties will participate in monthly conference calls and/or meetings, to the extent practicable, during the execution of assigned tasks in Attachment 1. The Bi-Weekly Report may be substituted for calls and meetings.
6. Pursuant to 43 C.F.R. § 2884.17(c), the BLM is solely responsible for making all determinations and reaching all conclusions arising from CONTRACTOR-generated work.
7. Nothing herein should be construed as a BLM decision to authorize the ROW or the TUP. The BLM will evaluate the final submitted ROW and TUP application after completion of the NEPA process.

B. BLM Responsibilities

The BLM agrees that:

1. The BLM, with input from FERC and the Cooperating Agencies, will determine the scope of the analysis to be performed by the CONTRACTOR. The BLM will require that NEPA analysis conducted by the CONTRACTOR (a) analyzes relevant environmental and social/economic issues and impacts (including direct, indirect, and cumulative impacts), (b) includes a reasonable range of alternatives, and (c) meets other data and analysis needs of the BLM and the Cooperating Agencies. All work will be prepared in accordance with the NEPA and in compliance with all applicable laws and guidance, including the Council on Environmental Quality (CEQ) regulations (40 C.F.R. §§1500-1508), United States Department of the Interior (DOI) requirements (Department Manual 516, Environmental Quality (DOI 2004)), BLM guidelines (Handbook H-1790-1 (BLM 2008)), Guidelines for Assessing and Documenting Cumulative Impacts (BLM 1994a), Considering Cumulative Effects under the National Environmental Policy Act (CEQ 1997), and DOI NEPA regulations (43 C.F.R. Part 46).
2. The BLM Oregon/Washington State Director (Authorized Officer) will designate a sole point of contact for all matters related to the professional services provided by the CONTRACTOR.
3. The BLM will keep the COMPANY informed about the progress of tasks assigned to the CONTRACTOR, as well as any Cooperating Agency data or analysis needs, via the Bi-Weekly Report and by other means, as needed.
4. The BLM will invite the COMPANY, as needed and as appropriate, to attend meetings with Federal, state, regional, and local agencies; tribes; and other groups related to the processing of the COMPANY'S application and the preparation of documentation necessary for compliance with NEPA, FLPMA, and other legal requirements related to the ROW and TUP application.
5. In cooperation with the CONTRACTOR, FERC and the BLM have developed a draft Table of Contents (TOC) for the FERC Draft EIS (DEIS). The TOC has been used to create Attachment 3, Task List. Attachment 3 is the most current Task List as of the Execution Date of this MOU. The BLM will update Attachment 3 consistent with milestones in the FERC schedule, e.g., the issuance of the public DEIS, and provide updated versions of Attachment 3 to the COMPANY.
6. The BLM will coordinate schedules and plans to the extent feasible with other Federal and state agencies having jurisdiction or decision-making responsibility for the Project. The BLM will, as necessary, forward any documents provided to the BLM for review to the other Cooperating Agencies for their review and comment.
7. The BLM will, to the extent appropriate and consistent with law, work with the CONTRACTOR to (a) help ensure that documents generated pursuant to this MOU comply with applicable laws, including without limitation NEPA and its implementing regulations; (b) maintain the PCGP Record (including documentation of Cooperating Agency rationale and supporting information); (c) facilitate public review of the FERC EIS; and (d) generate all BLM-required decision documents. The BLM will direct how

the CONTRACTOR will consider existing and new data, environmental descriptions, and analyses available from all sources. After consultation with the other Cooperating Agencies as appropriate, the BLM will determine whether documents generated by the CONTRACTOR pursuant to this MOU are sufficient and complete.

8. The current CONTRACTOR, North State Resources, L. L. C, has been retained by the COMPANY to complete Tasks as identified in Attachment 1 of this MOU, as amended.
9. The BLM will consult with the COMPANY on the Project description as needed, particularly during the environmental impact analysis, to assist in avoiding, mitigating, or otherwise addressing adverse impacts of the PCGP.

C. COMPANY Responsibilities

The COMPANY agrees that:

1. The COMPANY will execute a contract or amended contract with the CONTRACTOR, which is consistent with the terms and conditions of this MOU and which specifies that the CONTRACTOR shall provide to the BLM, at a minimum, the services identified in this MOU including attachments hereto as they may be modified or supplemented from time-to-time.
2. In the event that North State Resources, Inc. ceases to be the CONTRACTOR for any reason, the BLM may, at its discretion, require the COMPANY to retain and compensate a new CONTRACTOR that is acceptable to the BLM. In this event, all terms of this MOU shall continue to apply, and the contract between the COMPANY and the new CONTRACTOR must be consistent with this MOU. Alternatively, the BLM may, at its discretion, take any action authorized by law that it deems necessary to ensure that the BLM has all information it requires in order to process the COMPANY'S application. Such actions may include, but are not limited to, undertaking or hiring a contractor(s) to undertake any work including, without limitation, the preparation of environmental documents and studies. In this event, the Parties will negotiate an appropriate written agreement, which ensures that the COMPANY pays all costs to the full extent permitted by law.
3. Notwithstanding the fact that the CONTRACTOR is paid by the COMPANY, the CONTRACTOR works at the sole direction and discretion of the BLM. The COMPANY agrees that it will not use its relationship with the CONTRACTOR to influence, in any way, the work product of the CONTRACTOR. The COMPANY agrees that it will promptly pay the CONTRACTOR for any approved past or future work, as stipulated in Attachment 1, conducted by CONTRACTOR at the request of the BLM.
4. The COMPANY will designate a single point of contact for the BLM on all matters relating to this MOU.
5. The COMPANY will ensure that the CONTRACTOR signs a "No Conflict of Interest" or "Disclosure Statement" stating the CONTRACTOR does not have any interest, financial or otherwise, in the outcome of the Project. A copy of the signed statement must be provided to the BLM.

6. The COMPANY will provide Project-related technical, environmental, socioeconomic, and other data or information which the BLM determines is needed for environmental analysis and documentation of the proposed action. This information may include but is not limited to analysis; protocols; methodologies and rational; and data, including GIS data, Federal Geographic Data Committee-compliant metadata, and maps.
7. As requested by the BLM, the COMPANY will attend meetings and participate in the preparation of appropriate mitigation proposals to resolve or lessen adverse impacts of the Project, and it will ensure that the CONTRACTOR does the same. When meetings are of a technical nature, the COMPANY will send appropriately qualified staff or contractors.

IV. ADMINISTRATIVE AND LEGAL PROVISIONS

A. Term

This MOU will commence upon the date last signed and executed by the duly authorized representative and will terminate in accordance with provisions listed below in IV, part D (Termination) or, should a decision to approve the Project be made, the MOU will terminate after both parties agree that all activities associated with Attachment 1, as amended, have been completed.

Notwithstanding the Execution Date, all provisions of this MOU relating to work produced by the CONTRACTOR shall apply retroactively to June 19, 2013, which is the date that the COMPANY filed its application for the Project.

B. Amendments

Except as otherwise provided for in this MOU with respect to BLM modification of or supplementation to attachments to this MOU, any modification of this MOU must be memorialized in writing and signed by the Parties.

C. Dispute Resolution

It is the goal of the Parties to resolve any disputes they may have through earnest and good faith discussions. Notwithstanding, where questions regarding the content or relevance of environmental data and analyses, or the wording of a document arise, the BLM shall make the final determination on the inclusion, deletion, or modification of the material at issue.

D. Termination

1. Either party may terminate this MOU after thirty (30) days written notice to the other party (Notice Period). During the Notice Period, the Parties will attempt to resolve any disagreements should they exist. If a disagreement has not been resolved by the end of the Notice Period, the MOU will terminate. In the event that negotiations are progressing, but are not expected to be concluded by the end of the Notice Period, the Parties may agree in writing to continue negotiations for a specified time period.
2. In the event of expiration or termination of this MOU for any reason –

- a. The BLM will suspend all work relating to the Project unless and until such time as the Parties mutually agree, in writing, on the conditions under which work may resume.
- b. The Company will honor all outstanding financial commitments made prior to termination pursuant to this MOU and the Revised Cost Reimbursement Agreement (RCRA) between the Parties dated July 5, 2011, or as this MOU and the RCRA may be revised or supplemented from time-to-time.
- c. The BLM shall owe no financial obligations to the COMPANY, and the COMPANY shall have no recourse against the BLM in association with this or related agreements between the Parties in any administrative or judicial forum.

E. Limitations

In executing this MOU and in taking any other action contemplated hereby, the COMPANY reserves the right to contest, to the extent permitted by law, in any administrative or judicial proceedings, any and all final agency actions concerning issues in the FLPMA, the National Forest Management Act (NFMA), and NEPA analyses. The COMPANY recognizes that nothing in this MOU commits the BLM to grant a TUP or ROW permit for the PCGP, or to otherwise take action favorable to the COMPANY. The COMPANY recognizes that the BLM retains sole discretion to determine the contents of the Project-related analysis and documentation prepared by the BLM or the CONTRACTOR. The COMPANY understands and agrees that the United States does not warrant the quality, legal sufficiency, or completion date of any work product or matter addressed in this MOU or any related agreement of the Parties. The COMPANY agrees that, in the event that any statutory or regulatory compliance work contemplated in this MOU or in related agreements between the Parties is found by any administrative or judicial body to be legally insufficient, the COMPANY has no recourse against the United States for express or implied breach of contract or breach of duty. Likewise, the COMPANY acknowledges and agrees that a ruling by an administrative body or a court that the Government violated the Administrative Procedures Act (5 U.S.C. Subchapter 11) cannot be interpreted to mean that the United States acted unreasonably in regard to its duties to the COMPANY under this MOU or related agreements. The COMPANY specifically and expressly waives any right to claim damages based on an alleged breach of any duty to the COMPANY, whether express or implied, in regard to the manner in which the United States defended any litigation relating to this MOU and any related agreements between the Parties.

F. Liability and Indemnity

The COMPANY assumes liability for and does hereby agree to save, hold harmless, and indemnify the United States of America, its agents, and employees from and against any and all liabilities, obligations, losses, damages, judgments (including without limitation penalties and fines), claims, actions, suits, costs, and expenses (including without limitation attorneys' fees and experts' fees) of any kind or nature whatsoever, and by whomsoever made, that in any way arise out of the COMPANY's acts or omissions, or the acts or omissions of its employees, or agents, or contractors, in association with this MOU. This provision shall survive the termination or expiration of this MOU.

G. Entirety of Agreement

This MOU and its attachments (Attachments 1, 2, and 3) represent the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, concerning the matters addressed herein.

H. Severability

Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU will continue in full force and effect, and the Parties may renegotiate the terms affected by the severance.

I. Exchange of Information

1. "Confidential Information" is any information maintained in confidence, the loss, misuse, unauthorized access to, or disclosure of which could adversely affect the interests of the COMPANY or the United States. Confidential Information includes, but is not limited to, trade secrets and confidential, sensitive, and proprietary information. Confidential Information does not include information that (a) is generally known and available in the public domain through no fault of a party, (b) was known by a party prior to the date of disclosure, (c) was received from a third party without any obligation of confidentiality, or (d) was independently developed without reliance on Confidential Information.
2. The COMPANY shall use reasonable efforts to mark Confidential Information disclosed to the BLM in written and machine-readable form as "Confidential" or "Proprietary" or with some other marking indicating the sensitive nature of the Confidential Information, and will also identify Confidential Information disclosed orally. In the absence of such marking or identification, the BLM shall not be responsible for the disclosure or use of Confidential Information that the BLM should not reasonably be expected to recognize as such. The COMPANY acknowledges that information furnished to the BLM or the CONTRACTOR may be subject to disclosure under applicable law including, without limitation, the Freedom of Information Act (5 U.S.C. § 552), 43 C.F.R. § 2.56, or a subpoena or court order, and that the disclosure of information thereto shall not be considered a breach of this MOU. Additionally, this MOU does not prohibit the BLM's disclosure of Confidential Information to another bureau or agency participating in the review of the Project, or in accordance with the terms of the Application for Transportation and Utility Systems and Facilities on Federal Lands (as amended), which was submitted to the BLM on behalf of the COMPANY, and such disclosure(s) shall not be considered a breach of this MOU.
3. The BLM shall use reasonable efforts to mark Confidential Information disclosed to the COMPANY in written and machine-readable form as "Confidential" or "Proprietary" or with some other marking indicating the sensitive nature of the Confidential Information, and will also identify Confidential Information disclosed orally. In the absence of such marking or identification, the COMPANY shall not be responsible for the disclosure or use of Confidential Information that the COMPANY should not reasonably be expected to recognize as such. The BLM acknowledges that information furnished to the COMPANY may be subject to disclosure under applicable law, subpoena, and court order, and that, in this event, the disclosure of information thereto shall not be considered a breach of this MOU.

4. Notwithstanding the foregoing, all information shared with the CONTRACTOR by the BLM or a Cooperating Agency in association with this MOU, and all information generated by the CONTRACTOR in association with this MOU, shall be considered Confidential Information. This includes, without limitation, any attorney-client privileged information that the CONTRACTOR may have obtained, or may obtain, as the result of its work with the BLM, FERC, or the Cooperating Agencies. Unless expressly authorized to do so in writing by the BLM, the COMPANY will neither request from the CONTRACTOR nor will it accept from the CONTRACTOR any such Confidential Information. Nothing herein is intended to prohibit the COMPANY from requesting CONTRACTOR-held information from the BLM informally or through the formal processes established under the Freedom of Information Act (5 U.S.C. §552).
5. The COMPANY acknowledges that the BLM may require the CONTRACTOR to execute a Non-Disclosure Agreement with the BLM covering all information that the CONTRACTOR has or may obtain in association with this MOU and that the BLM may suspend or terminate its work with the CONTRACTOR if an agreement acceptable to the BLM is not reached. In this event, the BLM shall not be responsible for any alleged resulting costs or damages to the COMPANY.
6. The Parties will request both Confidential Information and other information from one another through the points of contact identified in Section VI.
7. The provisions of section IV of this MOU shall survive termination or expirations of this MOU.

J. No Third-Party Beneficiary Rights

The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU must not be construed so as to create such status. The rights, duties, and obligations contained in this MOU operate only between the Parties to this MOU and inure solely to the benefit of the Parties of this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU.

K. Miscellaneous Clauses

1. In carrying out the terms of this MOU, there shall be no discrimination against any person because of race, creed, color, sex, national origin, or other protected class under Federal or state law.
2. This MOU, and performance hereunder, is subject to all applicable laws, regulations and Government policies, whether now in force or hereafter enacted or promulgated. Nothing in this MOU shall be construed as (a) in any way impairing the authority of the BLM to supervise, regulate, and administer its property under applicable laws, regulations, or management plans or policies as they may be modified from time-to-time or (b) inconsistent with or contrary to the purpose or intent of any Act of Congress.
3. This MOU in no way restricts the BLM from participating in similar activities with other public or private agencies, organizations, and individuals.

4. This MOU does not affect the Revised Cost Reimbursement Agreement (RCRA) between the Parties dated July 5, 2011, as that agreement may be amended from time-to-time.
5. The BLM shall own the rights to all data/records produced as part of, or in furtherance of, or in association with, this MOU.
6. Pursuant to 31 U.S.C. § 1341, nothing contained in this MOU shall be construed to obligate BLM, the Department of the Interior, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and the administrative allocation of appropriations for a specific purpose.
7. Pursuant to 41 U.S.C. § 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this instrument or benefits that may arise therefrom, either directly or indirectly.
8. By signature below, the individuals listed in this MOU as representatives of the COMPANY and the BLM are authorized to act in their respective areas for matters related to this MOU.
9. The Parties agree that the venue to commence litigation of any disputes stemming from this MOU shall be a Federal court with appropriate jurisdiction. Remedies available to the COMPANY are limited to those available under applicable law.
10. No waiver of any provisions of this MOU shall be effective unless made in writing and signed by both parties.
11. No party may assign any of its rights or obligations under this MOU without the prior written consent of the other party. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
12. This MOU may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
13. The Parties intend this MOU to be binding and enforceable, and both Parties waive the defense of lack of consideration to enforcement of this MOU.
14. Notwithstanding anything in this MOU, any and all provisions which by themselves or their nature are reasonably expected to be performed after the expiration or termination of this MOU shall survive and be enforceable after the expiration or termination of this MOU.

V. CONTACTS

The primary points of contact for carrying out the provisions of this MOU are:

COMPANY: William Randall Miller
Staff Environmental Scientist
Williams Pacific Connector Gas Operator, LLC
295 Chipeta Way
Salt Lake City, UT 84108
Office: (801) 584-6702
Cell: (801) 556-0657
Fax: (801) 584-6735
Randy.Miller@Williams.com

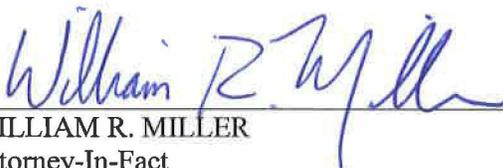
BLM: Miriam Liberatore
Project Manager
OR-M05, Medford District
3040 Biddle Road
Medford, OR 97504
Office: 541-618-2412
Cell: 541-601-5920
Fax: 541-734-4578
mliberat@blm.gov

VI. SIGNATURES

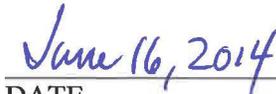
IN WITNESS WHEREOF, this MOU is executed as of the date of the last signature written below.

**For Pacific Connector Gas Pipeline, L.P.
By its agent, Williams Pacific Connector Gas Operator, LLC**

By:



WILLIAM R. MILLER
Attorney-In-Fact
Attorney Approval as to Form



DATE

For the Department of the Interior, Bureau of Land Management

By:



JEROME E. PEREZ
State Director, Oregon/Washington



DATE