

MUTUAL ASSISTANCE AGREEMENT

The American Gas Association (“AGA”), the American Public Gas Association (“APGA”), the Northeast Gas Association (“NGA”) the Southern Gas Association (“SGA”), and the MEA Energy Association (“MEA”) hereinafter “the Associations”, developed the following Mutual Assistance Agreement (“Agreement”) for Members to request and provide emergency assistance in the form of personnel, supplies and/or equipment, to aid in restoring natural gas service when it has been disrupted and cannot be restored in a safe and timely manner by the affected company or companies alone. Because of the significant differences between work performed under normal circumstances and emergency restoration, as well as the fact that each Member may, at any given point, both require as well as render emergency assistance, the Associations developed a voluntary system, described in detail herein, to help facilitate the provision of mutual aid assistance between their members. This voluntary system shall be governed by terms and conditions described herein.

Signatories to this Agreement recognize the need for a system whereby they may receive or provide assistance in the form of personnel, supplies and/or equipment to aid in maintaining or restoring natural gas utility service when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, sabotage or any other occurrences where the Signatory deems emergency assistance to be necessary or advisable (“Emergency Assistance Period”).

Signatories acknowledge that no other Signatory is under any obligation to furnish such emergency assistance; however, experience indicates that natural gas distribution companies are willing to furnish such assistance when personnel or equipment are available.

In the absence of a continuing formal contract between a Signatory requesting emergency assistance (“Requesting Company”) and a Signatory willing to furnish such assistance (“Responding Company”), collectively the “Parties”, the following terms set forth the terms and conditions to which the Parties agree to be bound:

1. Master Agreement. This Agreement sets out the terms under which a party may provide material, equipment, supplies and/or tools requested in a request for assistance (RFA) . The Agreement identifies the basic terms and conditions applicable to services and material provided by a Responding Company to a Requesting Company during any Emergency Assistance Period. The Associations shall have joint responsibility for the maintenance and revision of this Agreement and associated mutual assistance documents implementing this Agreement, including, but not limited to, the Mutual Assistance Procedures and Guidelines (Exhibit A). This Agreement may only be amended with the concurrence of each Association. All services performed or material, equipment, supplies and/or tools provided by Responding Company pursuant to a RFA should be documented in advance. To that end, Exhibit B is a sample form that may be used to document the type and scope of assistance requested.

2. Member Responsibilities.

2.1. Signatories will make a good faith effort to provide assistance to aid in restoring natural gas service when aid is needed by another Member company. However, nothing in this Agreement commits, binds, or otherwise obligates a Signatory to respond to any particular request for assistance. Each Signatory reserves the sole right to respond or not respond to an RFA on a case-by-case basis. **Each Signatory shall, in its sole discretion, determine if it shall respond to an RFA including the extent and limitations of that response. Each Responding Company reserves the right to recall any and all personnel, material, equipment, supplies, and/or tools at any time.**

2.2. Unless otherwise agreed and documented in writing, Signatories shall follow the terms and conditions set forth herein if they are able and choose to respond to a Requesting Company's need for assistance.

2.3. Members will work together to minimize risk to all parties. Responding Company will provide assistance (which may include personnel, equipment, and/or materials) on a not-for-profit basis. Requesting Company will reimburse Responding Company for all direct and indirect costs and expenses incurred in providing the assistance.

2.4. At all times, employees of a Responding Company continue to be employees of that Responding Company and are not ever deemed to be employees of a Requesting Company. Wages, hours and other terms and conditions of employment of Responding Company shall continue to apply to its employees at all times.

2.5. Participating Members shall forward a signed copy of this Agreement to AGA. The AGA will maintain a list of Signatories and their authorized representatives on its web site, www.aga.org, at the "Emergency Planning Resources Center".

2.6. Except as noted below, a Signatory may withdraw from participation under this Agreement at any time by providing written notice (including via email) to AGA. Such notice shall not affect any obligations which may arise out of events occurring prior to the date of such notice. No Requesting Company may withdraw from participation under this Agreement while it is receiving assistance pursuant to the terms of this agreement.

3. Emergency Assistance Period.

3.1. Signatories agree that the Emergency Assistance Period shall commence when personnel and/or material, equipment, supplies, and/or tool expenses are initially incurred by the Responding Company in response to the Requesting Company's RFA. This includes any request for the Responding Company to prepare its employees and/or material, equipment, supplies, and tools for transport to the Requesting Company's location, but to await further instructions before departing. The Emergency Assistance Period shall terminate when such employees and/or material, equipment, supplies, and/or tools have returned to the Responding Company, and shall include any mandated DOT rest time resulting from the assistance provided and reasonable time required to prepare the

material, equipment, supplies, and tools for return to normal service activities (e.g., cleaning off trucks, restocking minor materials, etc.).

3.2. The length of stay/response by Responding Company personnel will be mutually agreed to by both companies. To the extent possible, the RFA should state the anticipated length – in general – of the Emergency Assistance Period. This period should typically not exceed fourteen (14) consecutive days, including travel time to the work area and return to the point of origin. For extended Emergency Assistance Periods, the Requesting Company and Responding Company should agree on the process for replacing or, alternatively, providing extra rest for the Responding Company's employees. The Responding Company and Requesting Company may mutually agree to exceptions to this Section.

3.3. It is understood and agreed that the Responding Company can, in its sole and independent judgment and at any time after it has mobilized to provide emergency assistance hereunder, recall any or all of its employee and/or contract workforce. In these instances:

a. It is understood and agreed that the decision to terminate assistance and recall employees lies solely with the Responding Company.

b. If a recall of Responding Company's workforce becomes necessary, the Requesting Company will be responsible for all expenses incurred by Responding Company up to the time of recall, as well as return travel costs to the workforce's point of origin and any needed retrofit of equipment.

c. If Responding Company's workforce is recalled to a location other than their point of origin, the Requesting Company will be responsible for travel costs not to exceed that which would have been incurred had the workforce returned to their original point of origin.

3.4. Requesting Company may, at any time, order additions, deletions, or revisions in the services and materials, equipment, supplies, and/or tools provided pursuant to an RFA provided that these modifications to an RFA are made in writing and mutually agreed to in writing by both Parties in advance.

3.5. During emergencies impacting more than one Signatory, Responding Company resources may be re-assigned: (1) en route to the Requesting Company; (2) at an initial staging area before reaching the Requesting Company; or (3) at the Responding Company's final staging area. Additionally, resources may be assigned to assist a second Requesting Company after completing work for the initial Requesting Company. In any of these instances, unless otherwise mutually agreed or stated in this Agreement, the Requesting Company receiving the re-assigned Responding Company resources will be responsible for all Responding Company costs incurred from the time of re-assignment.

4. Safety Rules, Supervision, and Operator Qualification.

4.1. Whether providing or receiving assistance, the safety of all personnel and the general public will be the preeminent objective and responsibility of all Signatories. The Responding Company and the Requesting Company will make all reasonable efforts under the circumstances to provide for adequate safety measures, including necessary involvement of police or governmental agencies, to ensure and otherwise protect the safety of all personnel and the general public.

4.2. Responding Company's safety rules shall apply to all work done by its employees unless the Requesting Company's safety rules are more stringent. In the event the safety rules of the Requesting Company are more stringent than the safety rules of the Responding Company, the Requesting Company shall provide the Responding Company's personnel with appropriate safety orientation and training. Responding Company will in a timely manner report any and all occupational injuries and vehicle accidents to the Requesting Company. Any questions or concerns arising about any safety rules should be brought to the proper level of management for prompt resolution between management of the Requesting and Responding Companies.

4.3. In the event the Responding Company or its employees are party to any incident involving damage to persons or property, Responding Company will report and document the specifics of such incident to Requesting Company as soon as practicable after any such incident.

4.4. Responding Company shall send the level of supervision and support as set forth in the RFA and mutually agreed to by the Parties. The Responding Company may send such additional personnel as it deems necessary to ensure the safety and efficiency of the response. These personnel may typically include, but are not limited to, safety supervision, vehicle mechanics and logistics support.

4.5. All requests for work to be done by Responding Company's crews shall be given by Requesting Company to Responding Company's supervisor(s); or, when Responding Company's crews are to work in widely separate areas, to Responding Company's foremen as may be designated for the purpose by Responding Company's supervisor(s).

4.6. Requesting Company's RFA must specify what tasks are covered tasks per 49 CFR 192 subpart N. The Requesting Company receiving personnel pursuant to an RFA is required to confirm that Responding Company personnel's knowledge, skills, and ability are consistent with Requesting Company's needs.

4.7. Any engineering work performed by Responding Company personnel who are not licensed as a professional engineer (PE) in the state jurisdiction of the Requesting Company shall be supervised and/or reviewed by the appropriate engineering personnel or

consultant of the Requesting Company in accordance with the statutes and regulations of the state having jurisdiction over the Requesting Company.

5. Compensation, Invoicing and Reimbursement.

5.1. Requesting Company shall reimburse Responding Company for all costs and expenses incurred by Responding Company as a result of furnishing emergency assistance. Responding Company shall submit an invoice to Requesting Company, which includes documentation of all costs and expenses. Such costs and expenses, without any added profit, shall include, but not be limited to, the following:

- a. Employees' wages and salaries for paid time spent in Requesting Company's service area and paid time during travel to and from such service area, plus Responding Company's standard payable additives to cover all employee benefits and allowances.
- b. Employee travel and living expenses (meals, lodging and reasonable incidentals).
- c. Replacement cost of materials and supplies expended or furnished.
- d. Repair or replacement cost of equipment damaged or lost.
- e. Charges, at rates internally used by Responding Company, for the use of transportation equipment and other equipment requested.
- f. Other uninsured costs.
- g. Administrative and general costs, which are properly allocable to the emergency assistance to the extent such costs, are not chargeable pursuant to the foregoing subsections.

5.2. Unless otherwise agreed by the Parties, Requesting Company shall be responsible for supplying and/or coordinating support functions such as lodging, meals, materials, etc. Unless otherwise agreed by the Parties in the RFA or in an amendment thereto, the Responding Company shall be responsible for arranging lodging and meals en route to the Requesting Company and for the return trip home. The cost for these transit expenses will be covered by the Requesting Company.

5.3. "Host Companies" are those companies who may provide staging areas or other resources to a Responding Company. Requesting Company will reimburse Host Company for expenses incurred in the provision and management of interim staging areas (i.e., labor and miscellaneous expenses provided by the host company to operate the staging area, but not including any Responding Company crew costs). In emergencies involving more than one Requesting Company, staging costs will be shared by Requesting

Companies on a prorated basis based on the resources committed to each Requesting Company entering (i.e., logged into) the staging site.

5.4. At all times during the provision of mutual aid, the Responding Company shall be an independent Contractor of the Requesting Company. Wages, hours, and other terms and conditions of employment of Responding Company shall remain applicable to its employees during the emergency assistance period.

5.5. Unless otherwise agreed, the Responding Company should submit an invoice to the Requesting Company with sixty (60) calendar days from the date released by the Requesting Company. Requesting Company shall pay all costs and expenses of Responding Company within sixty (60) calendar days after receipt of an invoice and complete records from Responding Company. Termination of an RFA by either Party shall not relieve Requesting Company from its obligation to pay properly invoiced costs and expenses.

5.6. The Responding Company has the sole responsibility to maintain appropriate vehicle/automobile insurance coverage and worker's compensation coverage for Responding Company personnel.

6. Records.

6.1. Responding Company shall maintain daily records of time and expenses for personnel and equipment. This documentation will be provided with the invoice submitted to the Requesting Company.

6.2. Responding Company shall keep and maintain all time sheets and other work records pertaining to its provision of Emergency Assistance to Requesting Company in the same manner in which Responding Company keeps and maintains its records in the ordinary course of business. The Responding Company shall maintain field-records in its customary format, unless both the Responding Company and Requesting Company mutually agree to supplement those records in writing in the RFA.

6.3. Responding Company agrees to maintain auditable records of billed expenses for emergency mutual assistance reasonably sufficient to satisfy the legal requirements and obligations incumbent the Requesting Company. It is the Requesting Company's responsibility to make those requirement and obligations known to the Responding Company prior to the Responding Company prior to mobilization.

7. Indemnification.

7.1. Requesting Company shall indemnify, hold harmless and defend the Responding Company from and against any and all liability for loss, damage, cost or expense which Responding Company may incur by reason of bodily injury, including death, to any person or persons or by reason of damage to or destruction of any property,

including the loss of use thereof, which result from furnishing emergency assistance and whether or not due in whole or in part to any act, omission, or negligence of Responding Company, except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Responding Company and/or Responding Company employee(s). .

In the event any claim or demand is made or suit or action is filed against Responding Company alleging liability for which Requesting Company shall indemnify and hold harmless Responding Company, Responding Company shall promptly notify Requesting Company thereof, and Requesting Company, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it in its sole discretion deems necessary or prudent.

8. Term, Entire Agreement & Modification. This Agreement shall be effective from January 1, 2020 through December 31, 2025. This Agreement encompasses the entire agreement of the Parties and supersedes the AGA Master Operations Assistance Agreement dated December 2011 and the NGA and SGA 2015 Agreement. No agreement or understanding purporting to modify this Agreement shall be binding unless in writing and signed by the Parties' respective authorized representatives.

9. Limitation on Liability.

9.1. No Party shall be liable to any other Party for any claim for indirect, incidental, special or consequential damage or loss of the other Party, including, but not limited to, loss of profits or revenues, cost of capital of financing, loss of goodwill and cost of replacement power arising from such Party's carrying out, or failing to carry out, any obligations contemplated by this Agreement except to the extent the damages are direct damages that result from the gross negligence or intentional misconduct of such party; provided, however, that nothing herein shall be deemed to reduce or limit the obligation of any Party with respect to the claims of persons or entities not a Party to this Agreement.

9.2. The Parties to this Agreement acknowledge that the Associations' role is limited to facilitating communication between Member Companies and the maintenance and revision of this Agreement and associated mutual assistance documents implementing this Agreement. In light of this limited role, the Associations shall not be liable to any Party for any claim for indirect, incidental, special or consequential damage or loss, including, but not limited to, loss of profits or revenues, cost of capital of financing, loss of goodwill and cost of replacement power arising from carrying out, or failing to carry out, any obligations contemplated by this Agreement.

10. No Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party (other than successors and permitted assigns) not a Party hereto.

11. Governing Law of Agreement. This Agreement shall be governed in accordance with the laws of the State of Delaware.

Signatory:

Company Name

Signature

Officer Name: _____

Title: _____

Date: _____