

NATIONAL MUTUAL ASSISTANCE AGREEMENT

The American Gas Association (“AGA”), the American Public Gas Association (“APGA”), the Northeast Gas Association (“NGA”), the Southern Gas Association (“SGA”), Midwest Energy Association (“MEA”), and Western Energy Institute (“WEI”), hereinafter “the Associations”, developed this National Mutual Assistance Agreement (“Agreement”) for members of the Associations, hereinafter “Member(s)”, to request and provide emergency assistance, including but not limited to materials, services, personnel, supplies and/or equipment (“Emergency Assistance”), to aid in restoring natural gas service when it has been disrupted and cannot be restored in a safe and/or 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 to help facilitate the provision of mutual aid between their Members. This voluntary system shall be governed by the terms and conditions described herein.

Member companies whose authorized representatives sign this Agreement (each a “Signatory” and collectively, “Signatories”) recognize the need for a system whereby they may receive or provide Emergency Assistance 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 Emergency Assistance when resource availability allows.

In the absence of a separate binding formal contract between a Signatory requesting Emergency Assistance (“Requesting Company”) and a Signatory willing to furnish such assistance (“Responding Company”), collectively the “Parties”, the Signatories agree to be bound by the following terms and conditions:

1. Master Agreement.

- 1.1 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). While any changes to this Agreement will only be binding once signed by the Signatories’ respective authorized representatives, Exhibit A may be updated from time to time by the Associations, with written notice given to all Signatories.
- 1.2 This Agreement sets out the terms under which a Responding Company may provide Emergency Assistance requested by a Requesting Company. All services to be requested by the Requesting Company and to be provided by the Responding Company pursuant to this Agreement should be documented in advance of deploying such resources. Exhibit B is a template form of a “Request for Mutual Aid” (also referred to

as Request for Mutual Assistance, or RFA) that Signatories may use to document the type and scope of assistance requested and to be provided.

- 1.3 This Agreement shall be effective from January 1, 2026, through December 31, 2030. This Agreement encompasses the entire agreement of the Signatories and supersedes any previous mutual aid agreements. No agreement or understanding purporting to modify this Agreement shall be binding unless in writing and signed by the Signatories, as listed in the National Mutual Assistance Database on the AGA website under “Emergency Planning Resource Center”. (Emergency Assistance being provided during an Emergency Assistance Period that begins prior to January 1, 2026, and lasts beyond January 1, 2026, shall continue to be governed by the terms and conditions of the preceding Mutual Aid Agreement under which the Emergency Assistance commenced.)

2. Signatory Responsibilities.

- 2.1. Nothing in this Agreement commits, binds, or otherwise obligates a Signatory to respond to any particular request for mutual aid. Each Signatory reserves the sole right to respond, or not respond, to a Request for Mutual Aid on a case-by-case basis. Each Signatory shall, in its sole discretion, determine if it shall respond to a Request for Mutual Aid, including the extent and limitations of that response. Each Responding Company reserves the right to recall any and all Emergency Services (such as materials, personnel, supplies and/or equipment) at any time.
- 2.2. A Responding Company will provide Emergency Assistance (which may include materials, personnel, supplies, and/or equipment) on a not-for-profit basis. A Requesting Company will reimburse a Responding Company for all direct and indirect costs and expenses incurred in providing the requested assistance.

Signatories shall forward a signed copy of this Agreement to AGA and their Regional Trade Association¹, if the Signatory is a member of a Regional Trade Association. Signatories authorize AGA to publish a list of Signatories and their authorized representatives on its web site, www.aga.org, titled, Mutual Assistance Database, located under the “Emergency Planning Resource Center”.

- 2.3. Except as noted below, a Signatory may withdraw from participation under this Agreement at any time by providing written notice (which may be satisfied by email) to AGA, and to their Regional Trade Association if the Signatory is a member of a Regional Trade Association. Such notice shall not affect any obligations that 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.

¹ For purposes of this Agreement, the term “Regional Trade Association” includes the Northeast Gas Association (“NGA”), the Southern Gas Association (“SGA”), Midwest Energy Association (“MEA”), and Western Energy Institute (“WEI”).

- 3.1. Signatories agree that in order to activate a Request for Mutual Aid under this Agreement, the Requesting Company shall submit a request to the applicable Regional Trade Association. If a Requesting Company is not part of a Regional Trade Association the request shall be sent to AGA. If a Requesting Company is a part of multiple Regional Trade Associations, the request shall be sent to the Regional Trade Association representing the region where the Mutual Aid resources would be sent. If the Requesting Company is a municipal utility, and a member of APGA, the request shall be sent to APGA or the Regional Trade Association, if they are members of both. The Emergency Assistance Period shall commence when Emergency Services expenses are initially incurred by the Responding Company in response to the Requesting Company's Request for Mutual Aid. This includes expenses incurred by the Responding Company to prepare its personnel, materials, supplies and/or equipment, or other items to support Emergency Services for transport to the Requesting Company's location before departing. The Emergency Assistance Period shall terminate when such personnel, materials, supplies and/or equipment have returned to the Responding Company. The Emergency Assistance Period shall include any mandated U.S. Department of Transportation ("US DOT") or similar state/local DOT rest time or rest time specified in Responding Company's labor contract or safety policies resulting from the assistance provided and reasonable time required to prepare the materials, personnel, supplies and/or equipment 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 Parties. To the extent possible, the Request for Mutual Aid should state the anticipated length – in general – of the Emergency Assistance Period. This period should typically not exceed fourteen (14) consecutive days, including Responding Company's travel time to the designated work area and return to the Responding Company's 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 personnel. The Responding Company and Requesting Company may mutually agree in writing 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 personnel, including employees and/or contract workforce and related equipment and materials. In these instances:
 - a. It is understood and agreed that the decision to terminate assistance and recall equipment, materials, and personnel lies solely with the Responding Company.
 - b. If a recall of Responding Company's workforce, equipment and materials 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 Responding Company's workforce's point of origin and any needed retrofit of equipment.
 - c. If Responding Company agrees to provide assistance at a secondary location

other than the Responding Company's point of origin, the Requesting Company will be responsible for travel costs in accordance with Section 3.5, below.

- 3.4. Requesting Company may, at any time, order additions, deletions, or revisions in the Emergency Services provided pursuant to a Request for Mutual Aid provided that these modifications to a Request for Mutual Aid are made in writing and mutually agreed to in writing by both Parties.
- 3.5. During emergencies impacting more than one Signatory, when each Signatory requests assistance, Responding Company resources may be re-assigned: (1) en route to the Requesting Company or Requesting Companies; (2) at an initial staging area before reaching the Requesting Company or Requesting Companies; or (3) at the Responding Company's final staging area. Additionally, the Regional Trade Association, AGA, or APGA may help facilitate the allocation of resources 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 departure to the reassigned location.

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 law enforcement, emergency responders, or governmental agencies, to ensure and otherwise protect the safety of all personnel and the general public. At its discretion, the Responding Company may stop work until an identified safety concern is addressed and resolved to its satisfaction.
- 4.2. Responding Company's safety rules shall apply to all work done by its personnel unless the Requesting Company's safety rules are more stringent. The Requesting Company shall provide the Responding Company's personnel with appropriate safety orientation and training before work by the Responding Company commences. The safety orientation shall cover safety practices and procedures unique to the Requesting Company and the portion of their service territory impacted by the emergency. Differing safety rules between the Parties should be identified and addressed at such time. Any specialized personal protective equipment (PPE), tools, materials, or equipment needed for the response should be noted in the Request for Mutual Aid and, if necessary, provided by the Requesting Company. The Responding Company will, as soon as practicable, report any and all occupational injuries and vehicle accidents incurred during the provision of emergency assistance 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 Parties.
- 4.3. In the event the Responding Company or its personnel 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 Request for Mutual Aid and mutually agreed to by the Parties. The Responding Company may send such additional personnel as it deems necessary to reasonably ensure the safety and efficiency of the response. These personnel may typically include, but are not limited to, field supervision, safety supervision, vehicle mechanics and logistics support.
- 4.5 All work requests by Requesting Company should typically 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 that purpose by Responding Company's supervisor(s), unless otherwise agreed to in writing by the Parties.
- 4.4. Requesting Company's Request for Mutual Aid must specify what tasks are covered tasks per 49 CFR Part 192 subpart N. The Requesting Company receiving personnel pursuant to a Request for Mutual Aid is required to confirm that Responding Company personnel's knowledge, skills, and ability are consistent with Requesting Company's needs. Upon request, the Responding Company shall provide documentation, as appropriate, demonstrating the knowledge, skills, and ability of responding personnel as part of their response to the Request for Mutual Aid.
- 4.5. Any engineering work performed by Responding Company personnel who are not licensed as professional engineers ("PE") in the applicable 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 any applicable statutes and regulations of the relevant state or other jurisdiction of 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 in providing emergency assistance. Responding Company shall submit an invoice to Requesting Company, which includes reasonable documentation of all costs and expenses. Such costs and expenses, without any added profit, shall include, but not be limited to, the following:
- a. Personnel 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 incidental support functions such as lodging and meals, etc. Unless otherwise agreed by the Parties in the Request for Mutual Aid 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 expenses will be covered by the Requesting Company.
- 5.3. “Host Companies” are those Signatories, other than a Requesting Company, 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 staging areas or other resources (e.g., 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, 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 during the Emergency Assistance Period.
- 5.5. Unless otherwise agreed by the Parties, the Responding Company (or Host Company) should submit an invoice to the Requesting Company within sixty (60) calendar days from the date released by the Requesting Company. Requesting Company shall pay all undisputed costs and expenses of Responding Company within sixty (60) calendar days after receipt of an invoice and reasonable supporting records from Responding Company. Termination of a Request for Mutual Aid by either of the Parties shall not relieve Requesting Company from its obligation to promptly 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 agrees to maintain auditable records of billed expenses for mutual assistance provided under this Agreement. The records must be reasonably sufficient to satisfy the legal requirements and obligations of the Requesting Company. It is the Requesting Company's responsibility to make those requirements and obligations known to the Responding Company prior to mobilization; otherwise, Responding Company shall not be liable for not maintaining records in the specific manner desired by Requesting Company.
- 6.2. Responding Company shall keep and maintain work records pertaining to its provision of emergency assistance to Requesting Company in the manner established by the Requesting Company or as otherwise mutually agreed by Responding and Requesting Companies. The Parties shall engage their respective Information Technology (IT) resources to ensure mobile and other computer applications used for executing the emergency assistance work meet the Responding Company's security and compliance requirements.
- 6.3. Responding Company shall keep and maintain daily records of time and expenses for personnel and equipment pertaining to its provision of emergency assistance to Requesting Company. This documentation shall be provided with the invoice submitted to the Requesting Company.

7. Indemnification.

- 7.1. Requesting Company shall indemnify, hold harmless, and defend the Responding Company and/or its affiliates, and the directors, officers, and employees of each of them, from and against any and all claims, suits, liability for loss, damage, cost, or expense which Responding Company may be subject to or 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 or are claimed to result from or relate to the furnishing emergency assistance and whether or not due in part to any act, omission, or negligence of Responding Company and/or Responding Company and/or its employees, 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 and/or its employees alleging liability for which Requesting Company shall indemnify and hold harmless Responding Company and/or its employees, Responding Company shall promptly notify Requesting Company thereof (provided, however, that the failure to give such prompt notice shall not relieve the Requesting Company of its indemnification obligations, except and only to the extent that the Requesting Party forfeits rights or defenses by reason of such failure), and Requesting Company, at its sole cost and expense, shall settle, compromise, or defend the same in such manner as if in its reasonable discretion deems necessary or prudent with counsel reasonably acceptable to Responding Company; provided, however, Responding Company may, at its election, participate in the defense thereof at its sole cost and expense. Requesting Company, upon providing advance notice to Responding Company, may settle or

compromise such claim or demand without the prior written consent of Responding Company so long as (a) the Responding Company receives a full release for itself and its affiliates of all such claims or demands, (b) the Responding Company is not required to make any payments in connection with such claims or demands or otherwise commit Responding Company or its employees to any future action or restrictions, (c) there is no finding or admission of any liability or violation of law by the Responding Party, and (d) the Responding Company will have no liability with respect to such compromise or settlement. Notwithstanding the foregoing, if, in the reasonable opinion of legal counsel for the Responding Company, such claim or demand (a) involves the potential imposition of criminal liability on the Responding Company; (b) involves or is likely to involve any claim by any government entity, or an actual or potential conflict of interest exists where it is advisable for such Responding Company to be represented by separate counsel, or (c) the Requesting Party refuses or otherwise does not carry out its indemnity and defense obligations, then the Responding Company shall be entitled to control and assume responsibility for the defense of such claim or demand at the cost and expense of Requesting Company.

8. Confidentiality.

8.1. Confidentiality Obligations

The Signatories agree that all documents, data, materials, communications, and information regarding another Party or its business exchanged during the execution of this Agreement or in connection with a Request for Mutual Aid issued pursuant to this Agreement, whether in written, oral, or electronic form, and regardless of whether marked as confidential (hereinafter referred to as "Confidential Information"), shall be treated as confidential and proprietary. Parties will take reasonable steps to safeguard the Confidential Information and prevent its unauthorized use, disclosure, or dissemination. For avoidance of doubt, the Signatories may share Confidential Information with their Affiliates and Representatives who have a need to know such information. As used herein, the term "Affiliate" means, with respect to a Signatory, any person, corporation, partnership, or other entity or association that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Signatory. The term "Representative(s)" means a Signatory's or its Affiliate's directors, officers, employees, agents, consultants, attorneys, accountants, lenders or financial advisors. Upon completion of the Parties' obligations under this Agreement, or when the Confidential Information is no longer necessary to execute a Party's obligations under this Agreement, the Receiving Party agrees to either return all Confidential Information to the Disclosing Party or, alternatively, certify to the Disclosing Party that all Confidential Information has been appropriately destroyed.

8.2. Non-Disclosure and Use

The Parties agree not to disclose, distribute, or make available any Confidential Information to third parties, except as required by law, regulation, judicial order or request of a regulating entity, as permitted under Section 8.1, above, or with the prior written consent of the disclosing party. To the extent permitted by law, the receiving party shall provide advance written notification to the disclosing party of any such request by a regulating entity or legal requirement to disclose Confidential Information

to allow the disclosing party an opportunity to seek confidential treatment of such disclosure. Furthermore, the receiving party shall use the Confidential Information solely for the purposes of fulfilling its obligations under this Agreement and for no other purpose.

8.3. Confidentiality Exceptions

The obligations of confidentiality shall not apply to information that:

- a. Is already known to the receiving party at the time of disclosure, as evidenced by written documentation;
- b. Is publicly available at the time of disclosure or becomes publicly available without breach of this Agreement;
- c. Is independently developed by the receiving party without reference to or reliance upon the Confidential Information;
- d. Is required to be disclosed by law, regulation, or judicial order, and the Disclosing Party complies with the applicable requirements in Section 8.2, above; or
- e. Is shared with express written consent of the Disclosing Party

9. Limitation on Liability.

- 9.1. Except for the indemnification obligations set forth in Section 7.0, no Signatory shall be liable to any other Signatory for any claim for indirect, incidental, special, or consequential damage or loss of the other Signatory, 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 Signatory'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 Signatory or breach of a Party's obligations of confidentiality hereunder; provided, however, that nothing herein shall be deemed to reduce or limit the obligation of any Signatory with respect to the claims of persons or entities not a party to this Agreement.
- 9.2. The Signatories to this Agreement acknowledge that the Associations' role is limited to facilitating communication between their Members, and the maintenance and revision of this Agreement and associated documents implementing this Agreement. In light of this limited role, the Associations shall not be liable to any Signatory 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 Signatories and is not intended

to and shall not confer any rights or benefits on any third party not a Signatory hereto.

11. Governing Law of Agreement.

This Agreement shall be governed in accordance with the laws of the State of Delaware, without regard to the conflicts of law principles of that or any other jurisdiction.

12. Miscellaneous. Facsimile, electronic and pdf signatures to this Agreement shall be legally binding and considered in all manner and respects as original signatures. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid such provision shall be deemed modified so as to be no longer invalid and, all of the remaining provisions of this Agreement shall remain in full force and effect. The recitals set forth in this Agreement are an integral part hereof and shall have the same contractual significance as any other language contained in this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which when taken together shall be deemed to constitute one and the same agreement.

Signatory:

Company Name

Signature

Officer Name: _____

Title: _____

Date: _____

List of subsidiary companies/affiliates falling under this signatory:

Additional Companies: _____

Exhibit A

NATIONAL MUTUAL ASSISTANCE PROCEDURES AND GUIDELINES

January 1, 2026

In order to effectively implement the terms of the Agreement signed by the Associations and the individual Signatories, effective January 1, 2026, the Associations have developed and approved the following Mutual Assistance Procedures and Guidelines (“Guidelines”) for Signatories to request and provide emergency assistance, including but not limited to materials, services, personnel, supplies, and/or equipment (“Emergency Services”), 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. These Guidelines apply to all Signatories when requesting or responding to a Request for Mutual Aid.

The Associations shall have joint responsibility for the maintenance and revision of these Guidelines and may periodically review and update these Guidelines. The Associations shall provide written notice to the Signatories in the event of any modification to these Guidelines.

1. Signatories understand and agree:

- 1.1. This document, as well as any future approved modifications, amendments, or revisions adopted by mutual agreement among the Associations, shall be known as the Mutual Assistance Procedures and Guidelines, or “Guidelines.”

2. Code of Conduct and Coordination

- 2.1. Whether providing or receiving assistance, all personnel will be expected to conduct themselves in a professional, safe, and responsible manner, and in accordance with their respective company’s code of conduct, or equivalent, together with such reasonable policies for workplace safety, security, and conduct while providing mutual aid under the Agreement.
- 2.2. When implementing the terms of the Agreement and these Guidelines, the Lead Association will, to the extent practicable, serve as the initial point of contact between the Parties and help coordinate communications and engagement with the Parties, and each other, to streamline requests for information and to better enable the Parties to respond to the circumstances requiring emergency assistance. Typically, the Northeast Gas Association (“NGA”), the Southern Gas Association (“SGA”), Midwest Energy Association (“MEA”), and Western Energy Institute (“WEI”) (the “Regional Trade Associations”) will be responsible for interacting with state agencies; and AGA and APGA (the “National Associations”) will be responsible for interacting with federal agencies during an Emergency Assistance Period.
- 2.3. The Lead Association, as described in Section 4, below, will provide the Requesting Company(ies) with a list of Participating Companies and authorized representatives. A Responding Company shall provide the Requesting Company their offer of assistance, copying the Lead Association. The Requesting Company shall confirm their

acceptance of the assistance in accordance with the Agreement. The Lead Association will facilitate communication between the Parties as necessary. The Request for Mutual Aid, Exhibit B, is provided as an example to facilitate and document these actions.

3. Maintenance of Contact Roster

- 3.1. AGA will maintain a list of Signatories and their authorized representatives on its web site, www.aga.org, titled, National Mutual Assistance Database, located under the “Emergency Planning Resource Center”.
- 3.2. AGA will be responsible for providing the Associations and Members access to the National Mutual Assistance Database.
- 3.3. Beginning in January 2026 and every 6 months thereafter, the Regional Trade Associations, in coordination with the National Associations, will prompt Signatories to confirm and/or update the following information within the National Mutual Assistance Database:
 - a. The names, contact numbers (e.g., work phone and cellular phone, if available), and e-mail addresses for individuals authorized to request mutual assistance for a Requesting Company and commit resources for a Responding Company.
 - b. If available, the telephone number(s) for the 24-hour operations / dispatch center for the Signatory.
 - c. If available, a corporate emergency center 24-hour telephone number, if different from the 24-hour operations / dispatch telephone number.

4. Roles and Responsibilities of the Associations

- 4.1. The “Lead Association” is the Association primarily responsible for supporting coordination during the Emergency Assistance Period. The Lead Association is designated in the manner prescribed below.
- 4.2. In the event that aid is requested by a Regional Trade Association Member or a Member of either of the National Associations in a Regional Trade Association’s footprint, the corresponding Regional Trade Association will typically serve as the Lead Association to support mutual aid coordination among Signatories.
- 4.3. In the event that a mutual aid request exceeds the response capacity of the Regional Trade Association serving as the Lead Association, more extensive, nationwide mutual aid may be requested. In this capacity, AGA will support the Lead Association in coordinating assistance.
- 4.4. In the event that mutual aid is requested by a Signatory that is an AGA member in an

- area where Regional Trade Associations do not have formal mutual aid programs or are unable to provide mutual aid coordination, AGA will serve as the Lead Association to support mutual aid coordination among Signatories.
- a. Final dispatch of committed resources should be coordinated directly between the Requesting Company and the Responding Company. AGA should not be given, and will not accept, the authority by the Requesting Company to coordinate the dispatch of committed resources.
- 4.5. In the event that mutual aid is requested by a Signatory that is an APGA member, in an area where Regional Trade Associations do not have formal mutual aid programs or are unable to provide mutual aid support and the system is not an AGA member, APGA will serve as the Lead Association to support mutual aid coordination among Signatories.
- a. Signatories agree that final dispatch of committed resources is to be coordinated directly between the Requesting Company and the Responding Company. APGA should not be given, and will not accept, the authority by the Requesting Company to coordinate the dispatch of committed resources.
- 4.6. Regional Trade Associations will be responsible for coordinating activities for their current Members and neighboring companies in Canada who are Signatories to the Agreement.

5. Communication with Contractors

- 5.1. Signatories are encouraged to explain the mutual assistance and joint mobilization processes and procedures discussed in this document with contractors working on their respective systems that may be impacted during an Emergency Assistance Period.

6. Purpose and Rationale for Joint Mobilization Conference Call Procedures

- 6.1. Because response time is critical in emergency situations, the Joint Mobilization Conference Call provides a mechanism that allows Signatories to quickly request assistance and identify the number and status of available personnel and resources.
- 6.2. The Joint Mobilization Conference Call format should:
 - a. Provide Signatories with the opportunity to understand the entire scope of the emergency, including the number of Signatories expecting to be impacted and potentially requiring assistance.
 - b. Allow Signatories to discuss and evaluate applicable information regarding the incident (e.g., weather forecasts, road closures, etc.) from different sources.

7. Understanding – Joint Mobilization Conference Call Procedures

- 7.1. Signatories understand and agree that participation on Joint Mobilization Conference Calls is restricted to employees of Signatories and/or their Affiliates and the Associations, unless otherwise agreed to by the Requesting Company prior to the call.
- 7.2. Signatories understand and agree that conversations during Joint Mobilization Conference Calls may contain confidential and proprietary information. Therefore, with the exception of general deployment information, Signatories and Associations expressly agree to the confidentiality terms outlined in Section 8 of the Agreement. Joint Mobilization Conference Calls will not be recorded.

8. Initiation of the Joint Mobilization Conference Call

- 8.1. Typically, a Requesting Company will submit a request to the Lead Association to initiate the Joint Mobilization Conference Call.
- 8.2. Signatories may request to initiate a Joint Mobilization Conference Call any time they experience or are threatened by an event so significant they anticipate needing mutual aid under this Agreement.
- 8.3. Alternatively, participating Association staff members may initiate the Joint Mobilization Conference Call for an impacted Signatory.

9. Responsibilities of the Requesting Company

- 9.1. The Requesting Company will designate an individual to serve as spokesperson during the Joint Mobilization Conference Call. The spokesperson will:
 - a. Present an estimate of predicted impact / damages and when these are expected to occur or an assessment of actual damages if the event has already occurred. If the event is large enough to impact more than one Signatory's service territory, the moderator will ask other Signatories for their projected damage assessments.
 - b. Present an estimate of Emergency Services resources needed by type (i.e., personnel, equipment, materials, etc.), including specific job site requirements regarding personnel qualifications and special equipment.
 - c. When appropriate, Requesting Company's spokesperson will lead discussion of staging areas to be used by Responding Companies; transportation and safety concerns, such as evacuation orders, fuel availability, and DOT exemptions; and the availability of other resources that may be available to assist Requesting Companies.

10. Responsibilities of Other Signatories Participating in Conference Calls

- 10.1. Signatories understand and agree that participation in the Joint Mobilization Conference Call does not obligate them to become a Responding Company.

- 10.2. Responding Company agrees not to release or dispatch ANY resources (contract or native/employee) unless committed to and confirmed in writing, including e-mail, by a Requesting Company. It is understood that a Responding Company's territory should be free from significant threat before resources can be committed and dispatched.
- 10.3. Responding Companies should be prepared to provide an estimate of the resources available to assist Requesting Companies, including an estimate of when those personnel can be dispatched.
- 10.4. To enhance safety and flexibility, upon request, Responding Companies and Host Companies should be prepared to identify staging areas available in their territories.

11. Responsibilities of Joint Mobilization Conference Call Moderator

- 11.1. A Lead Association staff member will serve as the moderator for the Joint Mobilization Conference Call.
- 11.2. Call the roll.
- 11.3. If the event is large enough to impact more than one Signatory's service territory, the moderator will ask other Signatories for their projected resource needs, if any.
- 11.4. The Lead Association will be responsible for producing and distributing summary notes after each conference call. All summary notes will be subject to Section 8 of the National Mutual Assistance Agreement (Confidentiality).
- 11.5. Set the date and time for future conference call(s), as necessary.

12. Resource Allocation and Mobilization

- 12.1. When more than one Signatory has requested emergency assistance under the Agreement, all Parties understand and agree that it is the responsibility of the Requesting Companies to agree upon the allocation of available Responding Company resources, with the assistance of the Associations.
- 12.2. Signatories agree that, in general, resources will be allocated based on severity of need, based on:
 - a. Impact – degree of system loss and estimated time customers have been without service;
 - b. Which Signatory will be first impacted;
 - c. Travel time; and

- d. Availability of other third-party (i.e., non-Signatory) controlled resources.

13. Requesting Company – Responsibilities Prior to Mobilization

- 13.1. To the extent possible, the Requesting Company is expected to clearly communicate the status of affected area, any impact on working conditions, and any safety concerns the Responding Company personnel should expect to encounter upon arrival at the emergency restoration work area to the Responding Company point of contact.
- 13.2. To facilitate communications, the Requesting Company may opt to provide a single point of contact to interact with the Responding Company. If a Requesting Company does designate a single point of contact, a secondary point of contact should also be designated (collectively, the “Coordinators”).
- 13.3. The Requesting Company will provide the Responding Company with the name and contact information for their Coordinator(s) before Responding Company personnel leave their point of origin.
- 13.4. The Requesting Company, in coordination with the Lead Association, will coordinate with their state DOT officials and law enforcement, as necessary, concerning emergency exemptions and any other transportation or safety issues that will facilitate the Responding Company’s trip to and from the Requesting Company. Requesting Company, in coordination with the applicable National Association (primarily for federal agency coordination), and applicable Regional Trade Association (primarily for state agency coordination), will also coordinate with federal and state officials, as necessary.
- 13.5. The Requesting Company is encouraged to communicate pertinent information with Responding Company before arriving on site. Items covered may include labor contractual issues, safety issues, contact personnel, vehicle fueling arrangements, typical standard construction, meal and lodging arrangements, and other items that will be of benefit to the responding personnel and their supervision.

14. Requesting Company – Responsibilities during Emergency Assistance Period

- 14.1. The Requesting Company will establish expectations for work, including start time and duration.
- 14.2. The Requesting Company will provide materials, tools, equipment, etc. necessary for Emergency Assistance, not specified in the Request for Mutual Assistance and agreed to be provided by Responding Company.
- 14.3. The Requesting Company will provide a guide for communications and, if necessary, portable radios/cellular telephones to assist Responding Company team leaders with communications.
- 14.4. The Requesting Company will provide required system maps and/or information.

- 14.5. The Requesting Company will provide (i) vehicle security for parking areas and (ii) any additional security measures, including involvement of law enforcement, as necessitated by the emergency, unless specifically agreed otherwise.
- 14.6. Except for food and lodging during travel to and from the final work site, the Requesting Company will handle all food, lodging, and incidental support needed by Responding Company; unless the Parties agree that Responding Company will handle/be responsible for these logistics/expenses, subject to reimbursement.
- 14.7. The Parties should agree on the provision of laundry services.

15. Responding Company – Responsibilities Prior to Mobilization

- 15.1. To the extent possible, the Responding Company is expected to clearly communicate to its employees the status of the affected area, any impact on working conditions, and any safety concerns that should be expected by their personnel upon arrival at the emergency restoration work area to its personnel prior to their arrival on site.
- 15.2. To facilitate communications, the Responding Company shall provide a single point of contact to interact with the Requesting Company.
- 15.3. Responding Company agrees not to load extra stock materials on trucks unless specifically requested by the Requesting Company to help ensure that all material used meets the Requesting Company's design and construction standards.

16. Responding Company – Responsibilities during Emergency Assistance Period

- 16.1. Responding Company will handle all communication needs within their teams.
- 16.2. The Responding Company will be responsible for performing normal maintenance on their vehicles and equipment during the Emergency Assistance Period and this work will be covered in their standard hourly/daily rates.
- 16.3. All instructions for work to be done by Responding Company's crews shall be given by Requesting Company to Responding Company's single point of contact identified in Section 15.2. When Responding Company's crews are to work in separate areas, a Responding Company's single point of contact may designate an alternative to receive instructions.

17. Responding Company – Responsibilities at End of Emergency Assistance Period

- 17.1. Responding Company shall return all maps and other proprietary information to the Requesting Company, except for copies retained for archival and legal purposes.
- 17.2. Responding Company shall return all loaned equipment to the Requesting Company.

18. Lessons Learned and After-Action Review

- 18.1. Evaluating the processes, procedures, and practices employed by the Associations and Requesting and Responding Companies during a mutual aid event is critical to improving how we respond to future events. To that end, the Associations and the Parties should, to the extent practicable, identify lessons learned and opportunities to improve the mutual aid process described by the Agreement and the Guidelines.
- 18.2. After a mutual aid event has been completed, the Associations and the Parties should meet (in person or via video or teleconference), including with relevant legal counsel as requested, to discuss lessons learned for the event and areas where, if necessary, the processes and procedures discussed in this Exhibit should be modified.

**Exhibit B: National Mutual Assistance
Program REQUEST FOR MUTUAL AID**

Please see attached Excel Spreadsheets