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June 24, 2013

Executive Director Earl R. Taylor
c/o Ms. Sharla Dillon
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

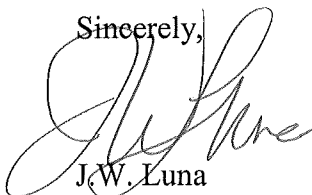
Re: Docket No. 09-00183

Dear Mr. Taylor:

Chattanooga Gas Company ("Company") is filing in Docket 09-00183 the enclosed Agreement with the National Regulatory Research Institute, which provides the contractual mechanism for the TRA Staff to complete the tasks directed on page 62 of the Order of November 8, 2010, in this docket.

Please do not hesitate to call me if you have any questions.

Sincerely,



J.W. Luna

/cb

Enclosure

cc: Certificate of Service List
Archie Hickerson

Master Services Agreement

This master services agreement ("Agreement") is made and entered into effective, by and between

Chattanooga Gas Company ("COMPANY"), a Tennessee corporation, having a place of business at: Ten Peachtree Place, Suite 1000, Atlanta, Georgia 30309.	National Regulatory Research Institute ("Contractor"), a Delaware corporation, having a place of business at : 8611 Second Avenue Suite 2C Silver Spring, Maryland 20910
Attention: Archie Hickerson	Attention: Rajnish Barua
Telephone: 404-584-4570	Telephone: 301-588-5385
Facsimile:	Facsimile:
E-mail: ahickers@aglresources.com	E-mail: rbarua@nrri.org

Contractor is engaged in the business of producing and disseminating research related to state utility commission regulation of utility companies, providing to its clients a full complement of services in these areas through experienced workforce.

Contractor wishes to provide such services to COMPANY and COMPANY wishes to obtain such services from Contractor in accordance with the terms and conditions of this Agreement and as specifically set forth in Exhibit A (SOW).

To the extent that the terms and conditions of this Agreement and the terms and conditions of any SOW conflict, the terms and conditions in this Agreement will control.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term

The effective date of this Agreement is May 1, 2013 ("Effective Date"). The term of this Agreement will commence on the Effective Date and, unless terminated earlier as provided herein, will continue until the later of three (3) years or upon the completion and acceptance of the Services under the last Statement of Work to be issued pursuant to this Agreement (the "Term").

2. **Services.**

Contractor will perform all services as described in Exhibit A ("Services") in accordance with the highest professional standards applicable to the performance of like services.

3. **Fees.**

3.1. In consideration for all Services rendered and all rights granted to COMPANY by Contractor, COMPANY will pay to Contractor a fee at the rate and in the manner set forth in Exhibit A. Unless otherwise expressly provided in Exhibit A, Contractor will invoice COMPANY on a monthly basis after the completion of Service for the month and COMPANY will pay the undisputed amounts within thirty (30) days of COMPANY's receipt and acceptance of the invoice in U.S. dollars. Invoices shall include a detailed description of the Services performed and hours worked. No increased or additional compensation shall be payable to Contractor by reason of any services rendered at night, on a weekend or holiday or after a particular number of hours of service in any period. COMPANY will have the right, at all times, to set off any amount due or payable to Contractor hereunder against any claim or charge COMPANY may have against Contractor.

3.2. Contractor will bill any taxes payable by COMPANY as a separate item on Contractor's invoice and will not include such taxes in the Contractor's prices. Should COMPANY deem that any such taxes have been improperly levied, Contractor will provide COMPANY with reasonable cooperation in contesting such taxes with the imposing jurisdiction, at COMPANY's expense.

4. **Expenses.**

If expressly provided in Exhibit A, COMPANY will reimburse Contractor for its reasonable and actual out-of-pocket expenses incurred in performing the Services, provided that such expenses are approved in advance in writing by COMPANY in accordance with COMPANY policy and appropriate documentation (such as receipts and expense reports) is submitted to COMPANY. In addition, Contractor represents that it shall not mark-up any travel expenses, receive any fee or charge in excess of such actual expense or receive any payment or item of value from any independent contractor or vendor.

5. **Termination.**

5.1. This Agreement shall automatically expire and terminate on the last day of the Term, unless sooner terminated pursuant to the provisions of this Section 5.

5.2. Either party may immediately terminate this Agreement, as a whole, in the event the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; provided that such proceeding is not dismissed within sixty (60) days.

5.3. COMPANY shall be entitled to terminate one or more SOWs or this Agreement (a) immediately upon written notice if Contractor breaches any material obligation under this Agreement; and (b) at any time without cause and in its sole discretion upon seven (7) days prior written notice to Contractor. If COMPANY terminates pursuant to (a) above, then in addition to any other remedies COMPANY may have under this Agreement or otherwise, Contractor will immediately refund to COMPANY all prepaid fees for Services to be performed after the termination date. Upon termination for cause of the Agreement and/or any SOW, COMPANY may take control of the Services; take possession of all materials at the Services location which were intended for incorporation into the Services; and shall be allowed to utilize any of Contractor's equipment or tools at the site. COMPANY may complete the Services itself or hire another contractor to complete it. Contractor shall receive no further payments until all

Services are completed. Upon completion, Contractor will be paid as follows and COMPANY's sole liability and Contractor's sole and exclusive remedy shall be as follows: Contractor will be paid any undisputed fees incurred for Services rendered prior to the termination date less all costs incurred in finishing the Services, including compensation for overhead, for administrative and managerial services and for any legal expenses incurred by COMPANY to effect the takeover and complete the Services. Such costs and expense shall include not only the cost of completing the Services, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by COMPANY in connection with the reprourement and defense of claims arising from Contractor's default. If COMPANY's costs exceed the unpaid balance, Contractor shall pay the difference to COMPANY. In the event of COMPANY's termination for convenience, COMPANY will pay to Contractor any undisputed fees incurred for Services rendered prior to the termination date. In the event that it is determined by a court of competent jurisdiction that termination for cause was unjustified or wrongful, COMPANY's total liability to Contractor and Contractor's sole and exclusive remedy under this Agreement will be to be compensated as if COMPANY had terminated for convenience.

5.4. Contractor may immediately terminate any SOW entered under this Agreement in the event that COMPANY breaches any material obligation hereunder, except in the event of non-payment of any fees by COMPANY for disputes raised in good faith, and such breach remains uncured for thirty (30) days after written notice of such breach is delivered to COMPANY; provided, however, that if such breach is susceptible of cure and COMPANY undertakes diligent efforts to cure the breach, the thirty (30) day period will be extended for so long as necessary to effect the cure.

5.5. Upon termination of this Agreement, or at any time if requested by COMPANY, Contractor shall return to COMPANY all property of COMPANY provided to Contractor or otherwise in the custody, possession or control of Contractor, including without limitation all Confidential Information (defined in Section 9 below).

6. Independent Contractor.

Contractor will perform this Agreement solely as an independent contractor, and not as COMPANY's agent, partner, joint venturer, or employee. Contractor has no authority to make any statement, representation or commitment of any kind or to take any action binding upon COMPANY, without COMPANY's prior written authorization.

7. Insurance.

7.1. Unless otherwise agreed to in writing, Contractor will, at its own expense, carry and maintain during this Agreement the insurance coverage (with companies satisfactory to COMPANY) in amounts no less than what is specified on Exhibit B attached hereto and incorporated herein. All insurance policies or bonds required by this Agreement will be issued by insurance companies licensed to do business within the state of Georgia and any other state in which the Services are to be performed with an A.M. Best Rating of not less than "A- VII." Contractor will also be responsible for ensuring that its subcontractors comply with the insurance requirements of this Section.

7.2. Contractor agrees to waive, and will require its insurers to waive, all rights of subrogation against COMPANY, its directors, officers, and employees because of any payment made under such insurance policies. Contractor shall not assert against COMPANY, and hereby waives to the extent legally possible to do so, any claims for any losses, damages, liabilities and expenses (including attorney fees and disbursements) incurred or sustained by Contractor or another, to the extent the same are covered by the types of insurance required in this Section or, if providing more coverage, the coverage actually carried by Contractor. Contractor shall cause all policies to contain a waiver of subrogation clause. The provisions of this paragraph are intended to restrict recovery, as against COMPANY, to the insurance required to

be maintained and to waive fully, for the benefit of COMPANY, any rights and/or claims that might give rise to a right of subrogation by any insurance carrier. In no event may any insurance carrier of Contractor seek to recover against COMPANY through a subrogated claim. Contractor shall notify COMPANY of any material change or cancellation of such policies with at least thirty (30) days prior written notice. "Material change" shall be defined for the purpose of this section as follows: (i) a change from providing insurance through an A.M. Best rated insurer to using a self-insurance program; (ii) a reduction in limits resulting in Contractor not being able to meet the insurance requirements set forth in this Section; (iii) a change in coverage types from occurrence to claims-made coverage; (iv) a change in any policy that would prohibit Contractor from designating COMPANY as additional insured as required by this Section; or (v) a change in any policy that would prohibit waiver of subrogation as required by this Section; or (vi) a change to the expiration date of the policy. In the event of cancellation of any insurance required on the part of Contractor hereunder, Contractor shall obtain replacement insurance with a properly licensed insurer (as described in 7.1) as soon as possible which insurance shall be effective and in full force and effect as of or earlier than the effective time of cancellation of the cancelled insurance, to the effect that there shall be no lapse in coverage. All policies except Professional Liability and Worker's Compensation must be endorsed to name as additional insureds: AGL Resources Inc., its subsidiaries, affiliated companies, their officers, directors and employees. Contractor will notify COMPANY of any losses or damages arising out of work performed under this Agreement for which a claim might be made against COMPANY.

- 7.3. On or prior to the execution of this Agreement, and on an annual basis and at any time coverage is renewed thereafter, and upon a "Material Change" or replacement of a cancelled policy, Contractor will provide COMPANY with a certificate of insurance evidencing such required coverage. Unless otherwise notified in writing by COMPANY, Contractor will provide a copy of such certificate to COMPANY and send a copy to AGL Resources Inc., Insurance Compliance, P.O. Box 12010-AR, Hemet, California 92546-8010. Contractor will not commence work until all of the insurance required herein will have been obtained and approved by COMPANY. In the event that any of the liability insurance policies required under this Agreement are written on a claims made basis, Contractor warrants that any retroactive date applicable to coverage under such policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years commencing from the date that Services are performed under this Agreement or any SOW is completed. To the extent that Contractor or its subcontractors utilize deductibles in conjunction with the insurance required by this Agreement, all deductible expenses will be assumed by Contractor or its subcontractors and will be considered as the Contractor's or its subcontractors' expenses and not part of the normal expenses associated with this Agreement. To the extent any insurance required of Contractor herein overlaps with coverage maintained by COMPANY, Contractor's insurance shall be deemed primary and non-contributory. The insurance provisions of this Agreement are not intended to diminish or limit any indemnification obligations on the part of Contractor as expressly set forth in this Agreement. Additionally, the limits required in Exhibit B are intended as minimum limits and do not serve to cap the Contractor's insurance policies requirements.

8. Indemnification.

To the fullest extent permitted by law, notwithstanding any limitations or exculpatory provisions contained in this Agreement, Contractor will indemnify and hold COMPANY, its respective shareholders, officers, directors, administrators, managers, employees, servants and agents, successors and assigns (each an "COMPANY indemnified party") harmless from and against any and all damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, actions,

demands, suits, costs, and expenses including, without limitation, reasonable attorneys' fees, incurred by the COMPANY indemnified party that arise out of or relate to the Services by Contractor or its employees, independent contractors, subcontractors, or agents, including, but not limited to, third party claims and claims for property damage or personal injury to Contractor's employees, servants and agents, independent contractors and subcontractors; provided, however, that the foregoing does not in any manner relieve COMPANY of its obligations under statutory workers' compensation law and other laws regarding employer obligations as to COMPANY's own employees, and for such claims caused by the sole negligence or willful misconduct of an COMPANY indemnified party. COMPANY shall provide Contractor reasonable notice of the event giving rise to an indemnity obligation.

9. Confidentiality.

- 9.1. Contractor and COMPANY each agree that they will (i) maintain all Confidential Information (as defined below) which is disclosed to or otherwise observed by such party in strict confidence and take all reasonable precautions to protect such Confidential Information, (ii) not divulge any Confidential Information to any third party, and (iii) not make or authorize any use of any Confidential Information other than for the performance of this Agreement, except with the prior written consent of the disclosing party or as required by law. All rights in and title to the Confidential Information shall remain with the disclosing party.
- 9.2. For purposes hereof, "Confidential Information" means all information disclosed through any means of communication or by personal observation by or on behalf of the disclosing party to or for the benefit of the receiving party that relates to the disclosing party's products, projects, productions, research and development, intellectual properties, trade secrets, technical know-how, policies or practices (and all creative, business and technical information relating thereto), and any other matter that the receiving party is advised or has reason to know is the confidential, trade secret or proprietary information of the disclosing party.
- 9.3. Upon either termination or written request of the other party, each party will at the option of the disclosing party either: (a) promptly return to the other party all documents and other tangible materials representing the other party's Confidential Information, and all copies thereof in its possession or control; or (b) destroy all tangible copies of the other party's Confidential Information in its possession or control.
- 9.4. Contractor's obligations under this section shall survive the expiration or termination of this Agreement.

10. Ownership of Proceeds of Engagement.

COMPANY shall own, and Contractor hereby assigns to COMPANY, all right, title and interest of every kind and nature in plans, materials, works, writings and output which are created or prepared by Contractor in connection with the Services (collectively, "Materials"). COMPANY hereby grants to Contractor a perpetual, nonexclusive right to use all Materials; but only to the extent such Materials do not identify COMPANY by name, do not contain information by which a person of reasonable intelligence could identify COMPANY, and do not contain COMPANY's Confidential Information; and only to the extent such Materials are not designated as "Confidential" pursuant to the applicable Tennessee Regulatory Authority Docket governing the Services.

11. Warranties and Representations.

- 11.1. Contractor represents and warrants to COMPANY that: (i) Contractor has all rights (including copyright, common-law proprietary, patent, trademark or trade secret) necessary to provide the Services and for COMPANY's full exploitation and enjoyment thereof; (ii) no materials or work product provided by Contractor, and none of Contractor's activities hereunder, will violate or infringe any such right of any third party, nor shall such materials, work product or activities violate any contractual obligations or

confidential relationships which Contractor may have with COMPANY or any third party; (iii) it will perform the Services at the time and place of performance specified herein with the highest standard of care; and (iv) Contractor has and shall maintain all regulatory approvals, authorizations, licenses, permits and other permissions, consents and authorities whatsoever needed to perform its obligations under this Agreement. In the event that the Services fail to conform to this warranty, in addition to any other remedies COMPANY may have under this Agreement or otherwise, at COMPANY's option, Contractor will either re-perform, at no additional cost to the COMPANY, any Services that do not meet the warranty, or refund to COMPANY all fees previously paid therefore.

11.2. Each party warrants and represents that it has the authority to execute, deliver and perform its obligations under this Agreement.

12. Personnel.

- 12.1. Contractor represents and warrants to COMPANY that: (i) Contractor will perform the Services solely through its qualified individual employees and/or subcontractors (collectively, the "Personnel") and shall be solely responsible for all employment matters (including payment of salary and wages) with respect to the Personnel; and (ii) when on COMPANY premises, all Personnel shall observe the working hours, working rules, and safety and security procedures established by COMPANY.
- 12.2. If requested by COMPANY, Contractor shall, at its own expense and in accordance with applicable law, conduct reference and background checks on all Personnel, including drug screening, verification of references and employment history, verification of driver's license or other government issued identification and address, verification of social security number and that each individual is a U.S. citizen or properly documented person legally able to perform the Services, and verification that each individual has satisfactorily passed a criminal background check. Where it is revealed that an individual has a criminal record, Contractor will review to ensure the individual does not constitute a risk to the Company or the public in performing any work pursuant to this Agreement. In no event shall Contractor use to perform the Services any individual whose testing has revealed a positive drug screen or whose background investigation has disclosed an invalid social security number, illegal immigration status, or a criminal conviction related to related to a offense that would otherwise pose a risk to our customers, employees, or business interests, including without limitation a criminal offense involving dishonesty, breach of trust, money laundering or violence.
- 12.3. Contractor shall ensure that Contractor or the Personnel shall use any material (including any publicity material, brochure, advertising campaign, etc.) relating to COMPANY and the Services to be used for the provision of Services, only upon prior written approval from the authorized representative of COMPANY.
- 12.4. Contractor further unequivocally agrees and undertakes that neither Contractor nor any Personnel shall make any false or fraudulent misrepresentation of the information, data, statistics, facts, figures, pertaining to COMPANY.
- 12.5. Contractor may not utilize subcontractors in the performance of the Services without the prior written consent of COMPANY, subject to the terms and conditions of this Section. Contractor will remain liable for all responsibilities and obligations of Contractor under the terms of this Agreement, even if some of such responsibilities and obligations are performed by its subcontractors.

13. Governing Law and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee, without reference to conflict of laws principles. Notwithstanding the foregoing, if Services are performed in a state where state law requires that state's law to govern, then the law of that state (where so required) will govern for purposes of that SOW only.

Contractor and COMPANY hereby agree that any claim or cause of action whether in law or equity, arising under or relating to this Agreement and whether brought by Contractor or COMPANY shall be brought in state or federal courts located in Chattanooga, Tennessee. Contractor and COMPANY hereby consent and submit to the in personam jurisdiction of such courts. To the extent permitted by law, Contractor and COMPANY hereby consent that all services of process may be made by certified or registered mail, postage prepaid and return receipt requested. Each party hereto waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above and further waives their right to trial by jury. Each party hereto agrees that a final judgment in any such action shall be conclusive and may be enforced in any other jurisdiction in any manner provided by law. The remedies specified in this Agreement shall be cumulative, nonexclusive and in addition to any other remedies available at law or in equity. Nothing herein shall be construed as prohibiting either Contractor or COMPANY from pursuing other remedies available to it at law or equity against any party. Notwithstanding anything herein to the contrary, Contractor specifically covenants and agrees that as its sole and exclusive remedy for any claims, demands, actions, suits or other proceedings under this Agreement and any related SOW, it shall have recourse only to the assets of COMPANY and not to the assets of any affiliated entity.

14. Limitation of Liability.

- 14.1. Neither party shall have liability to the other for any sums in excess of the those set forth in Sections 3 and 4 above, regardless of the theory of recovery (e.g., express or implied contract, tort or otherwise).
- 14.2. Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of income or profit, irrespective of whether it had an advance notice of the possibility of any such damages.
- 14.3. Notwithstanding the foregoing, Contractor's liability under section 8 (Indemnification), section 9 (Confidentiality), section 11 (Warranties & Representation) and section 12 (Personnel) shall remain unlimited under this Agreement.

15. Miscellaneous.

15.1. Notices.

All notices, requests, demands and other communications under this Agreement shall be in writing, shall be effective upon receipt, and shall be personally delivered, mailed (by registered or certified mail, postage prepaid and return receipt requested), sent by reputable overnight delivery service, sent by electronic mail (with a copy sent the next business day by registered or certified mail or by overnight delivery), or sent by telecopy to the addresses of the parties on page 1 above.

15.2. Complete Agreement; Modifications

This Agreement constitutes the entire and final understanding of the parties with respect to the subject matters addressed herein. It is intended by the parties as a complete and exclusive statement of the terms of their agreement. It supersedes and replaces all prior negotiations and all agreements, proposed or otherwise, whether written or oral, concerning the subject matters addressed herein. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either party. This is a fully integrated agreement. This Agreement or any SOW thereunder, may not be changed or modified except by an instrument in writing signed by the party to be charged.

15.3. Assignment.

Contractor may not assign or transfer any right, duty or obligation under this Agreement without the prior written consent of COMPANY. Contractor hereby consents to COMPANY's assigning this Agreement in whole or in part.

15.4. **Severability.**

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, the remainder of such provision and of this Agreement shall continue in full force and effect.

15.5. **Binding Effect.**

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, representatives, spouses, successors and assigns.

15.6. **No Waiver; Remedies Cumulative.**

Neither a waiver by either party of any breach nor a failure by either party to enforce any of the terms and conditions of this Agreement at any time shall in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition hereof. All remedies provided herein are cumulative and not exclusive of any remedies provided by law or equity.

15.7. **Counterparts.**

This Agreement may be executed in any number of counterparts by the parties hereto and all of said counterparts when taken together shall be deemed to constitute one and the same instrument.

15.8. **Publicity.**

Unless otherwise specified in writing by COMPANY, Contractor will not use any mark, logo or trade name owned or used by COMPANY or its affiliates in any press release, marketing or promotional materials or presentations, in any medium whatsoever.

15.9. **Force Majeure.**

If either party is unable to perform any of its obligations under this Agreement because of circumstances beyond the reasonable control of the party, such as an act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs (a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything reasonably practicable to resume performance, except that COMPANY shall not be excused in any event from its payment obligation. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the period of such Force Majeure Event. If the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may give written notice to terminate this Agreement.

15.10. **Supplier Diversity.**

Contractor acknowledges that COMPANY operates a "Second Tier Program" that encourages its prime suppliers to extend subcontracting opportunities to firms that are certified by a third party as having met the definition of being at least 51% owned, controlled and operated by one or more members of the following diverse groups: women, African Americans, Asian-Pacific Americans, Sub-continent Asian Americans, Hispanic Americans, Native Americans, disabled individuals and veterans ("Diverse Suppliers"). Accordingly, Contractor represents and warrants that Contractor will actively seek qualified Diverse Suppliers to compete for Contractor's business on a fair and even basis and will provide such Diverse Suppliers the maximum practicable

opportunity to participate in the subcontracts and orders it may award in connection with this Agreement. In addition, COMPANY strongly encourages Contractor to extend subcontracting opportunities in particular to minority and women owned Diverse Suppliers ("MW Suppliers"). Contractor shall require a MW Supplier enterprise certification by one of the affiliated local councils of the National Minority Supplier Development Council or the Women's Business Enterprise National Council from any firm claiming to be a MW Supplier. Contractor shall provide quarterly reports to Company on its supplier diversity efforts, including without limitation an identification of each Diverse Supplier and MW Supplier utilized, the good and/or services procured from each Diverse Supplier and MW Supplier and the total amount paid to each Diverse Supplier and MW Supplier in connection therewith, via the website: <http://www.aglresources.com/supplierdiversity>. Should COMPANY determine that Contractor is not complying with the terms of this provision, or fails to demonstrate to COMPANY's satisfaction that Contractor has a plan in effect to comply with these requirements, representatives of Contractor, including at least one executive officer of Contractor, shall, at COMPANY's option, meet with representatives of COMPANY, within thirty (30) days of such report to discuss the reasons for such non-compliance and to work together to establish a plan for meeting the requirements set forth herein. Contractor agrees to use commercially reasonable efforts to comply with any such plan and shall provide regular reports to COMPANY of the status of its compliance with such plan.

15.11. COMPANY Ethical Standards.

Contractor will conduct its business with, or on behalf of, COMPANY in a manner that is consistent with AGL Resources Inc.'s Code of Business Conduct (the "Business Code"). Contractor acknowledges that it has received a copy of the Business Code or will obtain a copy on line and that if it has any questions regarding the Business Code, it will contact AGL Resources Inc.'s Executive Director of Corporate Ethics and Compliance at 404-584-3408. The Business Code is also available at www.aglresources.com.

15.12. Export Rights.

Neither party will export, directly or indirectly, any technical data acquired from the other party pursuant to this Agreement (or any product utilizing any such data) to any country for which the U.S. Government, any agency thereof, or any applicable foreign governmental body at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Each party will comply with all applicable export and import laws and regulations.

15.13. Compliance with Laws

During the term of this Agreement, Contractor and all its subcontractors, employees, agents, representatives and invitees will fully comply with all applicable laws, governmental regulations, rules, requirements, ordinances and other requirements of local and state authorities and the Federal government, as promulgated and amended from time to time, including but not limited to: the Occupational Safety and Health Act of 1970; the Immigration Reform and Control Act of 1986; the Civil Rights Act of 1964, as amended, Executive Order 11246 and regulations related thereto; and the Americans with Disabilities Act. Contractor is not authorized to take any action in the name of, or on behalf of COMPANY, which would violate any of the foregoing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Chattanooga Gas Company	National Regulatory Research Institute
By: <i>Wendell Dallas</i>	By: <i>Rajnish Barua</i>
Print Name: Wendell Dallas	Print Name: Rajnish Barua, Ph.D.
Title: Vice President, Operations	Title: Executive Director
Date: 4/26/13	Date: 5/1/13

Exhibit A

Statement of Work

This Statement of Work ("SOW") is an exhibit to and a part of that certain Master Services Agreement, entered into by and between Chattanooga Gas Company ("Company" or "CGC") and National Regulatory Research Institute ("Contractor" or "NRRI"), effective as of May 1, 2013 (the "Agreement"). This SOW will be effective only when signed by Company and Contractor and upon the later of the Effective Date as defined in the Agreement or the last date indicated below. This SOW may be amended only as provided for in the Agreement.

1. Scope of work:

The project includes two tasks:

- (1) NRRI will assist Chattanooga Gas Company (CGC) and the Tennessee Regulatory Authority (TRA) Staff in establishing evaluation metrics and completing an evaluation report for energy efficiency programs delivered and managed by CGC. The CGC program is comprised of two measures: (i) programmable thermostat giveaway; and (ii) customer energy efficiency education.
- (2) NRRI will provide general guidance to TRA regarding establishment of evaluation metrics for any energy efficiency program efforts.

ROLES: The Tennessee Collaborative Workgroup ("collaborative workgroup" or "workgroup") for this project will include members of TRA staff, CGC staff, NRRI, and other interested parties invited by TRA and CGC. NRRI expects a workgroup comprised of not more than 8-12 individuals: 2-3 professional staff from TRA, 2-3 from CGC, 2-4 from NRRI¹, and professional representatives from as many as 2-4 additional parties. The collaborative workgroup will be decision-makers and provide support for this project, with NRRI acting as consultant and providing guidance. NRRI will not be voting members of the workgroup. Workgroup leadership will be from TRA, CGC, or other participating parties, not from NRRI. TRA Staff will be responsible for identifying work team participants. Work team meetings will be scheduled by TRA in consultation with NRRI. Work team meetings are expected to be needed every two weeks through the first two months of this project, and can probably be reduced to one meeting every three or four weeks during the second two months. NRRI plans one trip to Tennessee, near the end of this project.

Subtasks for Task 1:

- 1.1 Form the collaborative workgroup and identify leadership (day 15).² Participants from CGC, TRA, and any other parties will be identified. CGC and TRA will take the lead in making this happen, identifying participants from their organizations and inviting representatives from other interested parties as they deem appropriate. CGC and TRA will take the lead in identifying leadership for this collaborative workgroup (i.e. a secretary, president, and vice-president). NRRI will identify its participants as needed to complete the required work. NRRI will provide a memo to workgroup leadership, outlining workgroup expectations, assignments, and timelines. Workgroup leadership will make the final determination of expectations, assignments, and timelines and make sure workgroup participants understand expectations, assignments and timelines (day 30). (Use CGC-hosted teleconference/web-conference, by not later than day 30.)

¹ Tom Stanton, Rishi Garg, Dan Phelan, and Rajnish Barua.

² Estimates are in days after the contract is signed.

- 1.2 Prepare for data collection, compilation, and delivery to collaborative workgroup. NRRI will provide a discussion paper (approx. 10-pages, single spaced) regarding the kinds of data needed to evaluate the two program measures, for both process evaluation and outcomes/impacts evaluation, and will present that information to the workgroup. NRRI will coordinate with CGC to identify the data that can be readily available to monitor and evaluate the two measures (day 45). NRRI will advise whether the available data is sufficient to monitor and evaluate the program. If not, NRRI will recommend changes for CGC to implement, including identifying how any required additional data can be collected (by customer survey, for example). NRRI will provide recommendations to make certain the research protocols effectively protect customer privacy. The workgroup will decide on the specific techniques to be used.
- 1.3 The workgroup shall make a plan for CGC programs process evaluation measures and analysis (day 60). The plan will identify the specific measures used to evaluate CGC performance in delivering the two program measures, including identifying the specific statistical analysis techniques to be used. NRRI will provide a discussion paper about process evaluation techniques (approx. 8 pages), and a presentation to the workgroup. The workgroup will decide on the specific techniques to be used.
- 1.4 NRRI will provide a discussion paper about outcomes/impacts evaluation (Approx. 8 pages), and a presentation to the workgroup. The discussion paper will recommend programs outcomes/impacts evaluation measures and analysis techniques, including statistical methods (day 75). The workgroup will decide on the specific techniques to be used.
- 1.5 Gather data, analyze, and report. This report will be written by the workgroup. NRRI's role will be to provide review and guidance as any problems surface, and to recommend edits for the report.

Subtasks for Task 2:

- 2.1 Form workgroup. Maybe all the same people as 1.1, but need to be sure work team understands expectations and assignments and buys in to timelines. This can be a smaller group (perhaps half as many people, e.g. 1-2 from TRA, 1-2 from CGC, 1 from NRRI (Tom Stanton), and 1-2 from additional parties), including those with the most experience in program evaluation (day 15). NRRI's only role in forming this workgroup will be to determine which NRRI personnel will participate. It is up to TRA and CGC to solicit participation from any additional groups and to convene the workgroup.
- 2.2 NRRI will provide a memo to workgroup leadership, outlining workgroup expectations, assignments, and timelines. Workgroup leadership will make the final determination of expectations, assignments, and timelines. Make sure workgroup participants understand expectations, assignments and timelines (day 30). (Use teleconference/web-conference, by not later than day 30.)
- 2.3 NRRI will provide a draft paper (approx. 20 pages single spaced), explaining best practice approaches for process evaluation and outcomes/impacts evaluation of utility energy efficiency programs (day 75). This paper will address:
 - (a) What important principles apply to selecting evaluation techniques and specific metrics for various types of energy efficiency program measures?
 - (b) Develop a typology explaining types of metrics matched to types of program measures.
 - (c) Provide examples for a few different kinds of programs.
 - (d) Use best practices examples from around the country, selected to demonstrate the major principles (day 60).

NRRI will circulate the draft report for review and comment to the workgroup and any additional members of the NRRI research advisory committee as identified by NRRI (day 75). Reviewers are to provide comments and any suggested edits by day 90.

- 2.5 Based on comments received, NRRI will incorporate recommended changes into the NRRI final report (day 120).

DELIVERABLES

- 3.1 Memo from NRRI to CGC and TRA describing proposals for workgroup leadership, workgroup participants' expectations, assignments, and timelines. CGC and TRA will finalize and distribute the memo to workgroup participants as needed.
- 3.2 NRRI will provide a discussion paper (approx. 10-pages, single spaced) regarding the kinds of data needed to evaluate the two program measures, for both (a) process evaluation and (b) outcomes/impacts evaluation, and will present that information to the workgroup. Workgroup members will decide how to apply that information to the plan for CGC programs evaluation.
- 3.3 NRRI will provide a discussion paper about process evaluation techniques (approx. 8 pages), and a presentation to the workgroup. The workgroup needs to decide on the specific techniques to be used.
- 3.4 NRRI will provide a discussion paper about outcomes/impacts evaluation (Approx. 8 pages), and a presentation to the workgroup. The workgroup needs to decide on the specific techniques to be used.
- 3.5 Final report on CGC programs. The workgroup will author this report. NRRI will provide guidance as any problems surface and will review and comment on a draft of the report.
- 3.6 NRRI will provide a draft paper (approx. 20 pages single spaced), explaining best practice approaches for process evaluation and outcomes/impacts evaluation of generic utility energy efficiency programs.

2. Project Staffing.

- a. Project Managers. The project managers for the services described in this SOW will be:

	Name and Title	Mailing Address	Phone, Fax and E-mail Address
For Company:	Archie Hickerson Director, Regulatory Affairs & Planning	10 Peachtree Place NE Atlanta, GA 30309	Work: 404-584-4570 Email: ahickers@aglresources.com
For Contractor:	Tom Stanton Principal Researcher	8611 Second Ave, Ste. 2C Silver Spring, ND 20910	Work: 301-588-5385 Cell: 517-775-7764 Email: tstanton@nrri.org

- b. Contractor Staffing. Unless otherwise indicated, Contractor will have discretion to substitute one or more persons for those listed below without obtaining approval from Company.
- c. Personnel. Contractor's personnel performing the Services shall include the following individuals: Tom Stanton, Principal Researcher; Rishi Garg, General Counsel
- d. Reporting. Company and Contractor will meet regularly during the course of the Services set forth in this SOW, as reasonably requested from time to time by either party.
2. Fees. COMPANY will pay Contractor monthly for Services performed, pursuant to monthly invoices, provided that the fee for all Services performed under this SOW shall not exceed \$25,000. Any additional costs must be approved by COMPANY in writing prior to completion of the Services. All payments will be made in accordance with Section 3 of the Agreement.
3. Invoicing. Invoices should be mailed to the address below and will be due net 30 days upon receipt of an approved invoice.
- AGL Resources
Attn: Archie Hickerson
P.O. Box 70903
Dept 200
Charlotte, NC 28272-0903
4. Term. This Statement of Work will commence as of the Effective Date and will continue thereafter until completion of the Services, unless earlier terminated in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Statement of Work.

Chattanooga Gas Company	National Regulatory Research Institute
By: <u>Wendell Dallas</u>	By: <u>[Signature]</u>
Print Name: <u>Wendell Dallas</u>	Print Name: Rajnish Barua, Ph.D.
Title: <u>Vice President, Operations</u>	Title: Executive Director
Date: <u>4/26/13</u>	Date: <u>5/1/13</u>

Exhibit B
Insurance

Workers' Compensation:

(A) Workers' Compensation: Statutory

(B) Employer's Liability:

(1) Bodily Injury by Accident, for Each Accident:	\$1,000,000
(2) Bodily Injury for Each Employee by Disease:	\$1,000,000
(3) Policy Limit for Bodily Injury by Disease:	\$1,000,000

Commercial General Liability:

Written on a per occurrence basis to include coverage for: Broad Form Property Damage; Bodily Injury; Personal Injury; Blanket Contractual Liability; Products/Completed Operations.

(A) Combined Single Limit per Occurrence:	\$1,000,000
(B) General Aggregate:	\$2,000,000
(C) Personal & Adv Injury per Occurrence:	\$1,000,000
(D) Fire Legal Liability per Occurrence:	\$100,000
(E) Medical Expense per Person per Occurrence:	\$5,000

This policy will be primary and non-contributory.

Professional Liability

Combined Single Limit:	\$2,000,000
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• **The Certificate of Insurance must include the following information:**

Certificate holder Address:

*AGL Resources Inc
Attn: Insurance Compliance
P O Box 12010-AR
Hemet, CA 92546-8010*

- The initial Insurance Certificate must be sent electronically to the following address:
ahickers@aglresources.com

• **Renewal Certificates of Insurance must be submitted to:**

*AGL Resources Inc
Attn: Insurance Compliance
P O Box 12010-AR
Hemet, CA 92546-8010*