

BUTLER | SNOW

April 23, 2024

Electronically Filed in TPUC Docket
Room on April 23, 2024 at 11:59 a.m.

Chairman Herb Hilliard
ATTN: Ectory Lawless, Docket Clerk
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243


Re: Chattanooga Gas Company's Request for Approval of Asset Management and
Agency Agreement and Gas Purchase and Sale Agreement
Docket No. 21-00134

Dear Chairman Hilliard:

Enclosed for filing in Docket 21-00134 is Chattanooga Gas Company's ("CGC" or "Company") executed Fifth Amendment and Extension to the Asset Management Agreement. An unsigned copy of this Amendment was filed as Exhibit CB-1 to Chris Bellinger's testimony filed before the Commission on April 11, 2024 in support of CGC's Request to Extend for an Additional Term and Approval of the Fifth Amendment to the Asset Management Agreement. A CONFIDENTIAL version of this executed Fifth Amendment is also being filed simultaneously.

If you have any questions, please do not hesitate to contact Floyd Self or me.

Yours truly,



J.W. Luna

JWL/cb

Enclosures

cc: Karen Stachowski
Floyd Self

T 615.651-6700
F 615.651.6701
www.butlersnow.com

Jones Wilson (J.W.) Luna
T 615-651-6749
jw.luna@butlersnow.com

150 3rd Ave. South
Suite 1600
Nashville, TN 37201

Butler Snow LLP

**FIFTH AMENDMENT TO AND EXTENSION OF
ASSET MANAGEMENT AND AGENCY AGREEMENT**

THIS FIFTH AMENDMENT AND EXTENSION (this “**Amendment**”), is made, entered into, and effective as of the **1st day of April, 2025** if approved by the Tennessee Public Utility Commission (“**Effective Date**”), by and between **Chattanooga Gas Company** (“**CGC**” or the “**Company**”) and **Sequent Management LLC** (“**SEM**”), hereinafter sometimes collectively referred to as the “Parties” or individually referred to as a “Party.”

WITNESSETH:

WHEREAS, CGC and SEM are parties to an Asset Management and Agency Agreement dated effective April 1, 2022, and as may be further amended from time to time, hereinafter referred to as the “Agreement;” and

WHEREAS, SEM and CGC desire to extend the Agreement for an additional three-year term as contemplated by the Agreement; and

WHEREAS, SEM and CGC desire to amend the Agreement to increase the Annual Fixed Fee; and

WHEREAS, SEM and CGC desire to enter into this Amendment for the purpose of setting forth their agreement with respect to such matters.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which CGC and SEM acknowledge, CGC and SEM agree as follows:

1. **Extension of Term.** CGC and SEM agree that, subject to approval by the Tennessee Public Utility Commission, the term of the Agreement reflected in paragraph 12 of page 8 of the Agreement shall be extended for an additional term of three years, through and including March 31, 2028.

2. **Amendment to Annual Fixed Fee.** CGC and SEM agree that, subject to approval by the Tennessee Public Utility Commission, the Consideration for Management Services reflected in paragraph 5 on page 5 of the Agreement shall be increased from an Annual Fixed Fee of [REDACTED] to an Annual Fixed Fee of [REDACTED] effective April 1, 2025.

3. **Miscellaneous.**

a. The Agreement shall remain in full force and effect as revised. This Amendment is intended to amend the Agreement only as expressly provided herein.

b. To the extent not otherwise defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement.

c. This Amendment shall be binding upon the parties hereto and their respective successors and permitted assigns.

d. This Amendment may be executed in a number of counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes, and such counterparts shall, collectively, constitute one agreement.

e. For purposes of this Amendment, signatures delivered electronically shall be as binding as originals upon the parties to signing and delivering.

f. In the event of a conflict between the terms of this Amendment and the other terms of the Agreement, the terms of this Amendment shall control.

g. The captions and headings used in this Amendment are for convenience only and do not in any way restrict, modify, or amplify the terms of this amendment or the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

CGC:

CHATTANOOGA GAS COMPANY

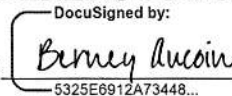
By: 

Name: Tim Sherwood

Title: VP Gas Supply Operations

SEM:

SEQUENT ENERGY MANAGEMENT LLC

By: 
5325E6912A73448...

Name: Berney Aucoin

Title: Vice President