

**AFFILIATE SERVICES AGREEMENT**  
**Liberty Utilities Service Corp.**

This Affiliate Services Agreement (this “Agreement”) is entered into and effective as of the 30<sup>th</sup> of June, 2017, by and between Liberty Utilities Service Corp. (“LUSC”) and Liberty Utilities (EnergyNorth Natural Gas) Corp., Liberty Utilities (Granite State Electric) Corp., Liberty Utilities (New England Natural Gas Company) Corp., Liberty Utilities (Peach State Natural Gas) Corp., Liberty Utilities (CalPeco Electric) LLC, Liberty Utilities (Park Water) Corp., Liberty Utilities (Apple Valley Ranchos Water) Corp., Liberty Utilities (Bella Vista Water) Corp., Liberty Utilities (Gold Canyon Sewer) Corp., Liberty Utilities (Litchfield Park Water & Sewer) Corp., Liberty Utilities (Northwest Sewer) Corp., Liberty Utilities (Black Mountain Sewer) Corp., Liberty Utilities (Entrada Del Oro Sewer) Corp., Liberty Utilities (Pine Bluff Water) Inc., Liberty Utilities (Rio Rico Water & Sewer) Corp., Liberty Utilities (Seaside Water) LLC, Liberty Utilities (Fox River Water) LLC, Liberty Utilities (Missouri Water) LLC, Liberty Utilities (Silverleaf Water) LLC, Liberty Utilities (Tall Timbers Sewer) Corp., Liberty Utilities (White Hall Sewer) Corp., Liberty Utilities (White Hall Water) Corp., Liberty Utilities (Woodmark Sewer) Corp., Liberty Utilities (Woodson-Hensley Water) Corp., Liberty Utilities (Midstates Natural Gas) Corp., The Empire District Electric Company, The Empire District Gas Company, and Empire District Industries, Inc. (each individually a “Liberty Utilities Entity” and collectively, the “Liberty Utilities Entities”). The parties to this Agreement are otherwise collectively referred to as the “Parties” or individually referred to as a “Party.”

WHEREAS, LUSC employs individuals who are dedicated to providing services to specific Liberty Utilities Entities and other individuals who provide shared services across the Liberty Utilities Entities as well other companies within the Algonquin Power & Utilities Corp. holding company system;

WHEREAS, placement of utility employees within LUSC will allow those employees to continue to be employed on the same terms and conditions as when, and as if, directly employed by each Liberty Utilities Entity, but will allow each Liberty Utilities Entity to take advantage of administrative efficiencies, cost savings, and economies of scale relating to payroll administration, benefit costs and other employee-related expenses;

WHEREAS, LUSC and the Liberty Utilities Entities seek to memorialize the terms and conditions that govern LUSC’s provision of services to the Liberty Utilities Entities, including the manner in which costs will be charged to the Liberty Utilities Entities.

THEREFORE, the Parties further agree as follows:

**Section 1 – Provision of Services**

**Section 1.1 *Staffing.*** LUSC has and will maintain a staff trained and experienced in the provision of services described in Section 1.2. In addition to the services of its own staff, LUSC will, from time to time, arrange for services of non-affiliated experts, consultants, accountants and attorneys to provide the services in Section 1.2.

**Section 1.2 Services.** LUSC agrees to provide, and the Liberty Utilities Entities agree to accept, services necessary for each Liberty Utilities Entity to provide safe, cost-effective and reliable utility service to its customers. These services include, but are not limited to, the following types of services upon the terms and conditions set forth herein: accounting and finance, compliance, customer care and billing, customer communication, dispatch and control, energy procurement, engineering, environmental, health, safety and security, gas control, GIS/mapping, human resources, information technology/tech support, legal, operations, managerial, outage management, procurement, regulatory & government relations, utility planning, and vegetation management.

**Section 1.3 Intent of Agreement.** The intent of this Agreement is to allow LUSC to provide services necessary for the Liberty Utilities Entities to provide regulated distribution utility service in accordance with all applicable statutes, regulations, rules, ordinances, codes, and similar acts or promulgations of any governmental body. The Parties understand and agree that, at all times, each Liberty Utilities Entity remains solely responsible for operation of the utility in providing safe, reliable and cost-effective service to its customers. The Parties further understand and agree that they each remain responsible for complying with all applicable laws, rules and regulations in the conduct of their respective businesses. The Parties understand and agree that each Liberty Utilities Entity owns and/or controls certain plant, facilities and equipment used and useful in providing distribution utility service to its customers and LUSC does not have any right, ownership or control over such plant, facilities and equipment used and useful in providing electric utility service to those customers.

**Section 1.4 Duties Unchanged.** Nothing herein shall be construed to relieve the officers, directors or members of any of the Liberty Utilities Entities from performing their respective duties, fulfilling their responsibilities, or limiting the exercise of their powers in accordance with their governing documents such as Articles of Incorporation or Operating Agreements, applicable law, or otherwise. The activities of each of the Liberty Utilities Entities shall remain, and at all times be, subject to the control, management and direction of its directors or members and officers.

## **Section 2 – Records and Charges**

**Section 2.1 Records.** LUSC shall maintain adequate books and records with respect to the transactions subject to this Agreement to specifically identify costs subject to allocation, particularly with respect to their origin. In addition, the records must be adequately supported in a manner sufficient to justify to any utility regulatory body recovery of the costs in the rates of the Liberty Utilities Entities. LUSC shall be responsible for maintaining internal controls to ensure the costs associated with transactions covered by the Agreement are properly and consistently allocated and billed in accordance with the terms and provisions of this Agreement. Each of the Liberty Utilities Entities shall maintain its own books and records in the manner required by law, and in a transparent manner which allows the amounts billed by LUSC to be readily determined.

**Section 2.2 Charges.** All services rendered under this Agreement will be provided and charged to Liberty Utilities Entities in accordance with the then effective Algonquin Power & Utilities Cost Allocation Manual (“CAM”), which is set forth at <https://libertyutilities.com/lucam.html> and incorporated herein by reference. Charges for services consist of direct and indirect costs. Direct charges shall include direct labor, direct materials, direct purchased services associated with the related asset or services, and overhead amounts. Where service cannot be direct charged, LUSC shall charge the Liberty Utilities Entity based on the allocation factors and methodologies set forth in the CAM. All employee costs for LUSC employees who perform work for the Liberty Utilities Entity are to be paid by LUSC and direct charged to the Liberty Utilities Entity. Joint and common costs not associated with the provision of services listed above shall be charged based on a four-factor allocation methodology in the CAM.

### **Section 3 – Term**

**Section 3.1 Term.** This Agreement shall continue unless terminated by any of the Liberty Utilities Entities or LUSC giving thirty days’ written notice to the other of such termination at the end of any month. Any such termination shall not affect (a) the terminating Party’s accrued rights and obligations under this Agreement arising prior to the effective date of termination; (b) any Liberty Utilities Entities’ rights to obtain any and all records from LUSC regarding its provision of services under this Agreement; and (c) LUSC’s responsibilities to provide any Liberty Utilities Entity books and records and other information relating to its provision of services under this Agreement. This Agreement shall not be amended except by a written instrument signed by an authorized representative of each of the Parties hereto.

### **Section 4 – Information**

**Section 4.1 Confidential Information.** The Parties recognize that each LUSC employee who is dedicated to, or otherwise performs any of the services delineated in Section 1.2 above for a Liberty Utilities Entity may have access to confidential and commercially-sensitive information relating to the Liberty Utilities Entity’s utility operations and customers (“Liberty Utilities Entities Confidential Information”). LUSC agrees that such employees performing services for any Liberty Utilities Entity shall use any such Liberty Utilities Entity Confidential Information only for the purpose of performing Section 1.1 services. Each Party shall treat in confidence all information that it shall have obtained regarding the other Party and its respective business. Subject to the disclosure obligations set forth in Section 4.2, if a Party is required to disclose confidential information to a governmental authority, such Party shall take reasonable steps to make such disclosure confidential as allowed under the rules of such governmental authority. The obligation of a Party to treat such information in confidence shall not apply to any information which (i) is or becomes available to such Party from a third party source which is not an affiliate of either Party, or (ii) is or becomes available to the public other than as a result of disclosure by such Party or its agents or other affiliates.

**Section 4.2. Requests by Regulatory Commissions.** The Liberty Utilities Entities are

subject to rate and financing regulation by various regulatory commissions and as such are obligated to respond to various requests for information. LUSC and the Liberty Utilities Entities agree and recognize that the Liberty Utilities Entities are responsible for responding fully and timely to any such requests for information relating to the Liberty Utilities Entity and LUSC, and the Liberty Utilities Entities shall accordingly ensure that LUSC shall provide information responding to such requests. The Liberty Utilities Entities further agree that they will not assert an objection to a request by a regulatory commission or otherwise refuse to provide the requested information on the basis either that: (i) the information is held by and needs to be obtained from LUSC; or (ii) employees of LUSC perform the functions necessary for the Liberty Utilities Entity to provide public utility service. The Liberty Utilities Entities do not waive any other legal rights and/or objections relating to information requests, except as noted in this paragraph. Without waiving any legal rights, LUSC additionally agrees that it will provide any and all necessary supporting information to the Liberty Utilities Entities as requested by any regulatory commission relating to the services listed and provided in Section 1.2 above to the Liberty Utilities Entity in question.

## **Section 5 – Miscellaneous**

**Section 5.1 *Compliance with Governing Law.*** The services provided under this Agreement shall be performed to the extent permitted by law, and this Agreement will be subject to termination or modification at any time to the extent its performance may conflict with any federal or state law or any rule, regulation or order of a federal or state regulatory body having jurisdiction. This Agreement shall be subject to approval of any federal or state regulatory body whose approval is a legal prerequisite to its execution and performance. Cost allocations and the methods of allocation provided herein may also be subject to the jurisdiction of the Federal Energy Regulatory Commission (“FERC”) under Section 1275 of the Energy Policy Act of 2005 and the rules promulgated thereunder and, to the extent applicable, FERC determinations regarding the allocation of costs shall be dispositive. In the case of Parties subject to the jurisdiction of the Massachusetts Department of Public Utilities (“MDPU”) or any successor to the MDPU, any amounts to be paid by such Parties in connection with this Agreement or any transaction contemplated by this Agreement shall be subject to review and determination by the MDPU in any proceeding brought under Section 93 or 94 of Chapter 164 of the Massachusetts General Laws.

**Section 5.2 *Exclusive Benefit.*** This Agreement is intended for the exclusive benefit of the Parties hereto and is not intended and shall not be deemed or construed, to create any rights in, or responsibilities to, third parties.

**Section 5.3 *Assignment.*** This Agreement may not be assigned by any Party without the prior written consent of all Parties.

**Section 5.4 *Severability.*** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal

or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or enforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

**Section 5.5 Waiver.** Failure by any Party to insist upon strict performance of any term or condition herein shall not be deemed a waiver of any rights or remedies that such Party may have against any other Party nor in any way affect the validity of this Agreement or any part hereof or the right of such Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other subsequent breach.

**Section 5.6 Entirety.** This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof and supersedes all prior Agreements, understandings, negotiations and discussions, whether oral or written between the Parties with respect to the subject matter hereof.

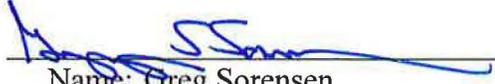
**Section 5.7 Counterparts.** Any number of counterparts of this Agreement may be executed, and each shall have the same force and effect as an original instrument, as if all Parties to all counterparts had signed the same instrument.

**Section 5.8 Supremacy.** In the event of a conflict or inconsistency between the terms of this Agreement and the CAM, the CAM shall prevail.

*[signatures appear on following pages]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above mentioned.

LIBERTY UTILITIES SERVICE CORP.

By:   
Name: Greg Sorensen  
Title: President

By: \_\_\_\_\_  
Name: James Sweeney  
Title: Secretary/Treasurer

LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP.

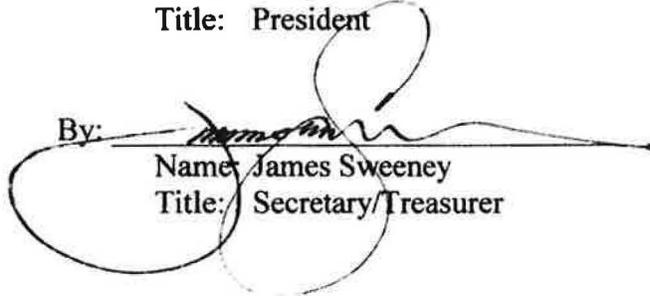
By: \_\_\_\_\_  
Name: James Sweeney  
Title: President

By: \_\_\_\_\_  
Name: Tisha Sanderson  
Title: Secretary

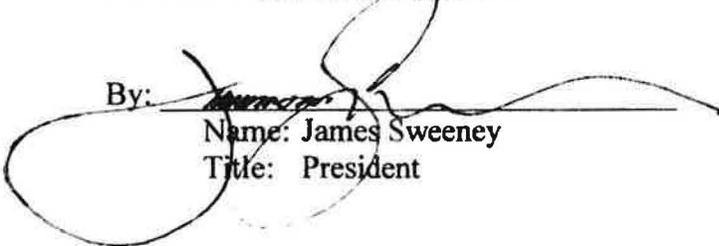
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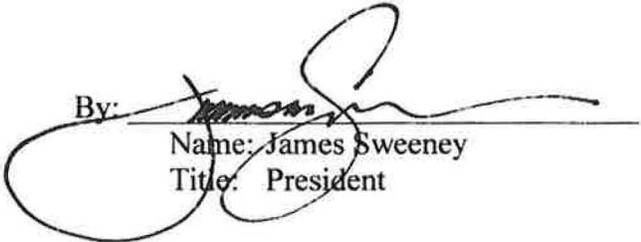
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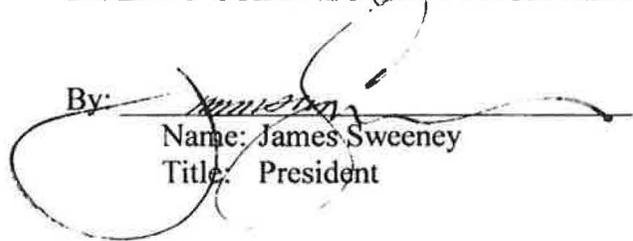
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Title: Secretary

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Title: President

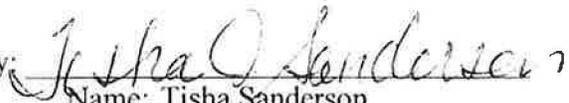
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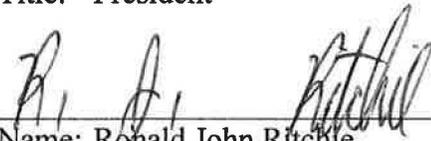
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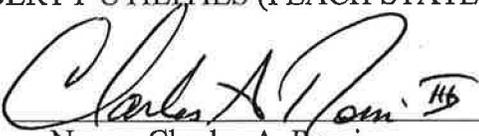
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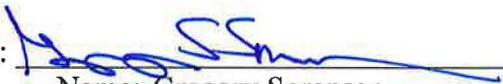
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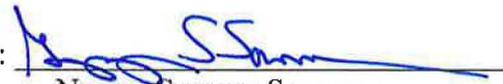
By: Todd Wiley / SAU  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (CALPECO ELECTRIC) LLC

By:   
Name: Gregory Sorensen  
Title: President

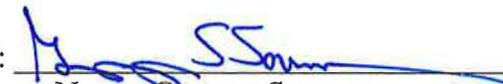
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LIBERTY UTILITIES (PARK WATER) CORP.

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LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.

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LIBERTY UTILITIES (CALPECO ELECTRIC) LLC

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LIBERTY UTILITIES (BELLA VISTA WATER) CORP.

By: Matthew Garlick / SBC  
Name: Matthew Garlick  
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By: Todd Wiley / SBC  
Name: Todd Wiley  
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LIBERTY UTILITIES (GOLD CANYON SEWER) CORP.

By: Matthew Garlick / SBC  
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LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP.

By: Matthew Garlick / SBC  
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LIBERTY UTILITIES (NORTHWEST SEWER) CORP.

By: Matthew Garlick / SBIC  
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LIBERTY UTILITIES (BLACK MOUNTAIN SEWER) CORP.

By: Matthew Garlick / SBIC  
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LIBERTY UTILITIES (PINE BLUFF WATER) INC.

By:   
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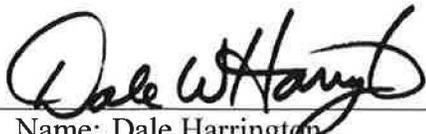
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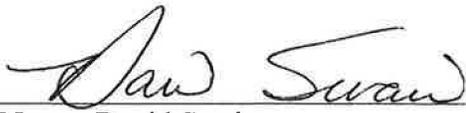
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Title: Secretary

LIBERTY UTILITIES (WHITE HALL WATER) CORP.

By: David Swain  
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

LIBERTY UTILITIES (WOODMARK SEWER) CORP.

By: \_\_\_\_\_  
Name: Matthew Garlick  
Title: President

By: \_\_\_\_\_  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (WHITE HALL SEWER) CORP.

By: \_\_\_\_\_

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By: \_\_\_\_\_



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Title: Secretary

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Name: Todd Wiley

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Title: President

By: Todd Wiley / SBC  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (WOODSON-HENSLEY WATER) CORP.

By: \_\_\_\_\_  
Name: James H. "Pete" Lucas

By: Todd Wiley / SBC  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: \_\_\_\_\_  
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

LIBERTY UTILITIES (WOODSON-HENSLEY WATER) CORP.

By: James H. Lucas  
Name: James H. "Pete" Lucas

By: \_\_\_\_\_  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: \_\_\_\_\_  
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

THE EMPIRE DISTRICT ELECTRIC COMPANY

By: \_\_\_\_\_  
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

LIBERTY UTILITIES (WOODSON-HENSLEY WATER) CORP.

By: \_\_\_\_\_  
Name: James H. "Pete" Lucas

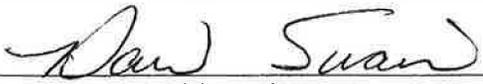
By: \_\_\_\_\_  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

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By: \_\_\_\_\_  
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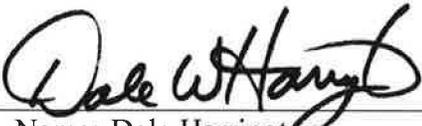
LIBERTY UTILITIES (WOODSON-HENSLEY WATER) CORP.

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Name: James H. "Pete" Lucas

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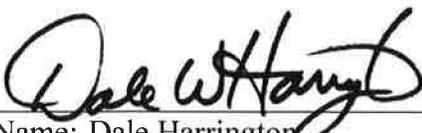
LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: \_\_\_\_\_  
Name: David Swain  
Title: President

By:  \_\_\_\_\_  
Name: Dale Harrington  
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THE EMPIRE DISTRICT ELECTRIC COMPANY

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THE EMPIRE DISTRICT GAS COMPANY

By:   
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

EMPIRE DISTRICT INDUSTRIES, INC.

By:   
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

THE EMPIRE DISTRICT GAS COMPANY

By: \_\_\_\_\_

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EMPIRE DISTRICT INDUSTRIES, INC.

By: \_\_\_\_\_

Name: David Swain  
Title: President

By: \_\_\_\_\_

Name: Dale Harrington  
Title: Secretary



**AFFILIATE SERVICES AGREEMENT**  
**Liberty Utilities Co.**

This Affiliate Services Agreement (this “Agreement”) is effective as of the 30<sup>th</sup> day of June, 2017 by and between Liberty Utilities Co., a Delaware corporation (“LU Co.”) and Liberty Utilities (EnergyNorth Natural Gas) Corp., Liberty Utilities (Granite State Electric) Corp., Liberty Utilities (New England Natural Gas Company) Corp., Liberty Utilities (Peach State Natural Gas) Corp., Liberty Utilities (CalPeco Electric) LLC, Liberty Utilities (Park Water) Corp., Liberty Utilities (Apple Valley Ranchos Water) Corp., Liberty Utilities (Bella Vista Water) Corp., Liberty Utilities (Gold Canyon Sewer) Corp., Liberty Utilities (Litchfield Park Water & Sewer) Corp., Liberty Utilities (Northwest Sewer) Corp., Liberty Utilities (Black Mountain Sewer) Corp., Liberty Utilities (Entrada Del Oro Sewer) Corp., Liberty Utilities (Pine Bluff Water) Inc., Liberty Utilities (Rio Rico Water & Sewer) Corp., Liberty Utilities (Seaside Water) LLC, Liberty Utilities (Fox River Water) LLC, Liberty Utilities (Missouri Water) LLC, Liberty Utilities (Silverleaf Water) LLC, Liberty Utilities (Tall Timbers Sewer) Corp., Liberty Utilities (White Hall Sewer) Corp., Liberty Utilities (White Hall Water) Corp., Liberty Utilities (Woodmark Sewer) Corp., Liberty Utilities (Woodson-Hensley Water) Corp., Liberty Utilities (Midstates Natural Gas) Corp., The Empire District Electric Company, The Empire District Gas Company, and Empire District Industries, Inc. (each individually a “Liberty Utilities Entity” and collectively, the “Liberty Utilities Entities”). The parties to this Agreement are otherwise collectively referred to as the “Parties” or individually referred to as a “Party.”

WHEREAS, LU Co. owns, either directly or indirectly, the Liberty Utilities Entities, and provides certain services to those entities;

WHEREAS, the Parties seek to memorialize the terms and conditions governing the provision of services including the manner in which costs will be charged to the Liberty Utilities Entities;

THEREFORE, the Parties further agree as follows:

**Section 1 – Provision of Services**

**Section 1.1 Consultants.** LU Co. will, from time to time, arrange for services of non-affiliated experts, consultants, accountants and attorneys in its provision of services under this Agreement.

**Section 1.2 Services.** LU Co. agrees to provide, and the Liberty Utilities Entities agree to accept, financing including guarantees, short-term loans payable at periods of one year or less, and long-term capital debt financing on terms and conditions that the Parties may memorialize in a written agreement or agreements, which are separately subject to any federal or state law or any rule, regulation or order of a federal or state regulatory body having jurisdiction, including the approval of any federal or state regulatory body that is a legal prerequisite to the execution and performance of the agreement(s). In addition, LU

Co. may provide certain indemnity services to the Liberty Utilities Entities which the Liberty Utilities Entities agree to accept. The Liberty Utilities Entities shall reimburse LU Co. for any monies expended by it in respect of any indemnification services provided.

## **Section 2 – Records and Charges**

**Section 2.1 *Records.*** All services rendered under this Agreement will be provided at actual cost thereof. Records will be maintained by LU Co. in order to accumulate all costs of doing business and to determine the cost of service. In addition, records will be maintained of general administrative expenses, which will include the costs of operating LU Co. as a corporate entity.

LU Co. shall maintain adequate books and records with respect to the transactions subject to this Agreement to specifically identify costs subject to allocation, particularly with respect to their origin. In addition, the records must be adequately supported in a manner sufficient to justify recovery of the costs in the rates of the Liberty Utilities Entities. LU Co. shall be responsible for maintaining internal controls to ensure the costs associated with transactions covered by the Agreement are properly and consistently allocated and billed in accordance with the terms and provisions of this Agreement. Each of the Liberty Utilities Entities shall maintain its own books and records in the manner required by law, and in a transparent manner which allows the amounts billed by LU Co. to be readily determined.

**Section 2.2 *Charges.*** Any financing charges incurred by LU Co. on behalf of any Liberty Utilities Entity shall be charged by LU Co. to the applicable Liberty Utilities Entity based on any stand-alone credit agreements/promissory notes with such Liberty Utilities Entity. Any charges associated with indemnity provided by Liberty Utilities Co. will be a direct pass through of any and all costs and expenses associated with same.

## **Section 3 - Term**

**Section 3.1 *Term.*** This Agreement shall continue unless terminated by any of the Liberty Utilities Entities or LU Co. giving thirty days' written notice to the other of such termination at the end of any month. Any such termination shall not affect (a) the terminating Party's accrued rights and obligations under this Agreement arising prior to the effective date of termination; (b) any Liberty Utilities Entities' rights to obtain any and all records from LU Co. regarding its provision of services under this Agreement; and (c) LU Co.'s responsibilities to provide any Liberty Utilities Entity books and records and other information relating to its provision of services under this Agreement. This Agreement shall not be amended except by a written instrument signed by an authorized representative of each of the Parties hereto.

## **Section 4 – Confidential Information**

**Section 4.1 Confidential Information.** Each Party shall treat in confidence all information that it shall have obtained regarding the other Parties and their respective businesses during the course of the performance of this Agreement. Such information shall not be communicated to any person other than the Parties to this Agreement, except to the extent disclosure of such information is required by a governmental authority. If a Party is required to disclose confidential information to a governmental authority, such Party shall take reasonable steps to make such disclosure confidential under the rules of such governmental authority. Information provided hereunder shall remain the sole property of the Party providing such information. The obligation of a Party to treat such information in confidence shall not apply to any information which (i) is or becomes available to such Party from a source other than the Party providing such information, or (ii) is or becomes available to the public other than as a result of disclosure by such Party or its agents.

## **Section 5 – Miscellaneous**

**Section 5.1 Compliance with Governing Law.** This Agreement will be subject to termination or modification at any time to the extent its performance may conflict with any federal or state law or any rule, regulation or order of a federal or state regulatory body having jurisdiction. This Agreement shall be subject to approval of any federal or state regulatory body whose approval is a legal prerequisite to its execution and performance. Cost allocations and the methods of allocation provided herein may also be subject to the jurisdiction of the Federal Energy Regulatory Commission (“FERC”) under Section 1275 of the Energy Policy Act of 2005 and the rules promulgated thereunder and, to the extent applicable, FERC determinations regarding the allocation of costs shall be dispositive. In the case of Parties subject to the jurisdiction of the Massachusetts Department of Public Utilities (“MDPU”) or any successor to the MDPU, any amounts to be paid by such Parties in connection with this Agreement or any transaction contemplated by this Agreement shall be subject to review and determination by the MDPU in any proceeding brought under Section 93 or 94 of Chapter 164 of the Massachusetts General Laws.

**Section 5.2 Limitation of Liability.** Each Party acknowledges and agrees that any services provided by LU Co. hereunder are so provided WITHOUT ANY WARRANTY (WHETHER EXPRESS, IMPLIED OR STATUTORY AND NOTWITHSTANDING ANY ORAL OR WRITTEN STATEMENT BY A PARTY’S EMPLOYEES, REPRESENTATIVES OR AGENTS TO THE CONTRARY) WHATSOEVER. ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED AND EXCLUDED.

**Section 5.3 Exclusive Benefit.** This Agreement is intended for the exclusive benefit of the Parties hereto and is not intended and shall not be deemed or construed, to create any rights in, or responsibilities to, third parties.

**Section 5.4 Assignment.** This Agreement may not be assigned by any Party without the prior written consent of all parties.

**Section 5.5 Severability.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or enforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

**Section 5.6 Waiver.** Failure by any Party to insist upon strict performance of any term or condition herein shall not be deemed a waiver of any rights or remedies that such Party may have against any other Party nor in any way affect the validity of this Agreement or any part hereof or the right of such Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other subsequent breach.

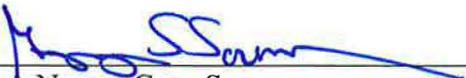
**Section 5.7 Entirety.** This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof and supersedes all prior Agreements, understandings, negotiations and discussions, whether oral or written between the Parties with respect to the subject matter hereof.

**Section 5.8 Counterparts.** Any number of counterparts of this Agreement may be executed, and each shall have the same force and effect as an original instrument, as if all Parties to all counterparts had signed the same instrument.

*[signatures appear on following pages]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above mentioned.

LIBERTY UTILITIES CO.

By:   
Name: Greg Sorensen  
Title: President

By: \_\_\_\_\_  
Name: James Sweeney  
Title: Secretary/Treasurer

LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP.

By: \_\_\_\_\_  
Name: James Sweeney  
Title: President

By: \_\_\_\_\_  
Name: Tisha Sanderson  
Title: Secretary

LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.

By: \_\_\_\_\_  
Name: James Sweeney  
Title: President

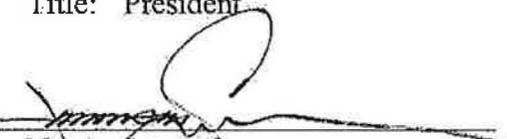
By: \_\_\_\_\_  
Name: Tisha Sanderson  
Title: Secretary

*[signatures appear on following pages]*

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Name: Greg Sorensen  
Title: President

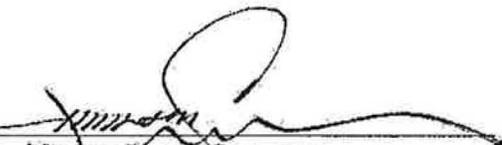
By:   
Name: James Sweeney  
Title: Secretary/Treasurer

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By:   
Name: James Sweeney  
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By: \_\_\_\_\_  
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Title: Secretary

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By: \_\_\_\_\_

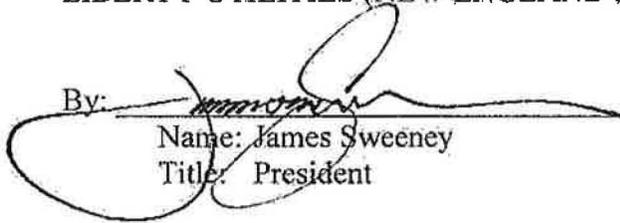
Name: James Sweeney  
Title: President

By: *Tisha Sanderson*

Name: Tisha Sanderson  
Title: Secretary

By: \_\_\_\_\_  
Name: Tisha Sanderson  
Title: Secretary

LIBERTY UTILITIES (NEW ENGLAND NATURAL GAS COMPANY) CORP.

By:  \_\_\_\_\_  
Name: James Sweeney  
Title: President

By: \_\_\_\_\_  
Name: Ronald John Ritchie  
Title: Secretary

LIBERTY UTILITIES (PEACH STATE NATURAL GAS) CORP.

By: \_\_\_\_\_  
Name: Charles A. Rossi  
Title: President

By: \_\_\_\_\_  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (CALPECO ELECTRIC) LLC

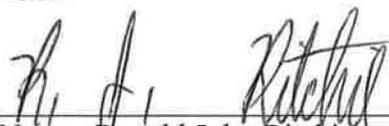
By: \_\_\_\_\_  
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Title:

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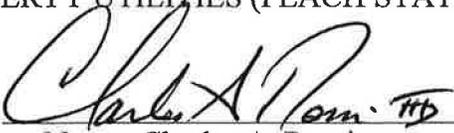
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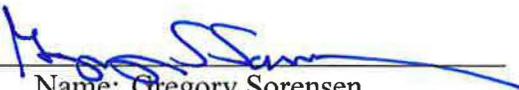
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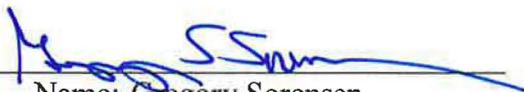
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LIBERTY UTILITIES (PARK WATER) CORP.

By:   
Name: Gregory Sorensen  
Title: President

By: \_\_\_\_\_  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.

By:   
Name: Gregory Sorensen  
Title: President

By: \_\_\_\_\_  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (BELLA VISTA WATER) CORP.

By: \_\_\_\_\_  
Name: Matthew Garlick  
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LIBERTY UTILITIES (PARK WATER) CORP.

By: \_\_\_\_\_  
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LIBERTY UTILITIES (BELLA VISTA WATER) CORP.

By: Matthew Garlick/SBK  
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Title: Secretary

LIBERTY UTILITIES (GOLD CANYON SEWER) CORP.

By: Matthew Garlick / SBC  
Name: Matthew Garlick  
Title: President

By: Todd Wiley / SBC  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP.

By: Matthew Garlick / SBC  
Name: Matthew Garlick  
Title: President

By: Todd Wiley / SBC  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (NORTHWEST SEWER) CORP.

By: Matthew Garlick / SBC  
Name: Matthew Garlick  
Title: President

By: Todd Wiley / SBC  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (BLACK MOUNTAIN SEWER) CORP.

By: Matthew Garlick / SBIC  
Name: Matthew Garlick  
Title: President

By: Todd Wiley / SBIC  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (ENTRADA DEL ORO SEWER) CORP.

By: Matthew Garlick / SBIC  
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LIBERTY UTILITIES (PINE BLUFF WATER) INC.

By: \_\_\_\_\_  
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LIBERTY UTILITIES (RIO RICO WATER & SEWER) CORP.

By: Matthew Garlick / SBC  
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By: Todd Wiley / SBC  
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LIBERTY UTILITIES (SEASIDE WATER) LLC

By: Matthew Garlick / SBC  
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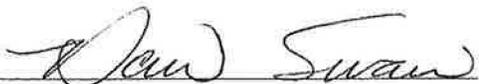
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LIBERTY UTILITIES (MISSOURI WATER) LLC

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Title: Secretary

LIBERTY UTILITIES (TALL TIMBERS SEWER) CORP.

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Name: Matthew Garlick  
Title: President

By: \_\_\_\_\_  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (MISSOURI WATER) LLC

By: \_\_\_\_\_

Name: David Swain  
Title: President

By:  \_\_\_\_\_

Name: Dale Harrington  
Title: Secretary

LIBERTY UTILITIES (SILVERLEAF WATER) LLC

By: \_\_\_\_\_

Name: Matthew Garlick  
Title: President

By: \_\_\_\_\_

Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (TALL TIMBERS SEWER) CORP.

By: \_\_\_\_\_

Name: Matthew Garlick  
Title: President

By: \_\_\_\_\_

Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (MISSOURI WATER) LLC

By: \_\_\_\_\_  
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

LIBERTY UTILITIES (SILVERLEAF WATER) LLC

By: Matthew Garlick / SAC  
Name: Matthew Garlick  
Title: President

By: Todd Wiley / SAC  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (TALL TIMBERS SEWER) CORP.

By: Matthew Garlick / SAC  
Name: Matthew Garlick  
Title: President

By: Todd Wiley / SAC  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (WHITE HALL SEWER) CORP.

By: David Swain  
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

LIBERTY UTILITIES (WHITE HALL WATER) CORP.

By: David Swain  
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

LIBERTY UTILITIES (WOODMARK SEWER) CORP.

By: \_\_\_\_\_  
Name: Matthew Garlick  
Title: President

By: \_\_\_\_\_  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (WHITE HALL SEWER) CORP.

By: \_\_\_\_\_

Name: David Swain

Title: President

By:  \_\_\_\_\_

Name: Dale Harrington

Title: Secretary

LIBERTY UTILITIES (WHITE HALL WATER) CORP.

By: \_\_\_\_\_

Name: David Swain

Title: President

By:  \_\_\_\_\_

Name: Dale Harrington

Title: Secretary

LIBERTY UTILITIES (WOODMARK SEWER) CORP.

By: \_\_\_\_\_

Name: Matthew Garlick

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LIBERTY UTILITIES (WHITE HALL SEWER) CORP.

By: \_\_\_\_\_

Name: David Swain

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Name: Dale Harrington

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LIBERTY UTILITIES (WHITE HALL WATER) CORP.

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Name: David Swain

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Name: Dale Harrington

Title: Secretary

LIBERTY UTILITIES (WOODMARK SEWER) CORP.

By: Matthew Garlick / SBC

Name: Matthew Garlick

Title: President

By: Todd Wiley / SBC

Name: Todd Wiley

Title: Secretary

LIBERTY UTILITIES (WOODSON-HENSLEY WATER) CORP.

By: James H. Lucas  
Name: James H. "Pete" Lucas

By: \_\_\_\_\_  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: \_\_\_\_\_  
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

THE EMPIRE DISTRICT ELECTRIC COMPANY

By: \_\_\_\_\_  
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

LIBERTY UTILITIES (WOODSON-HENSLEY WATER) CORP.

By: \_\_\_\_\_  
Name: James H. "Pete" Lucas

By: Todd Wiley/SSIC  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: \_\_\_\_\_  
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

THE EMPIRE DISTRICT ELECTRIC COMPANY

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Name: Dale Harrington  
Title: Secretary

LIBERTY UTILITIES (WOODSON-HENSLEY WATER) CORP.

By: \_\_\_\_\_  
Name: James H. "Pete" Lucas

By: \_\_\_\_\_  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By:   
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

THE EMPIRE DISTRICT ELECTRIC COMPANY

By:   
Name: David Swain  
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LIBERTY UTILITIES (WOODSON-HENSLEY WATER) CORP.

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THE EMPIRE DISTRICT ELECTRIC COMPANY

By: \_\_\_\_\_  
Name: David Swain  
Title: President

By:  \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

THE EMPIRE DISTRICT GAS COMPANY

By: David Swain  
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

EMPIRE DISTRICT INDUSTRIES, INC.

By: David Swain  
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

THE EMPIRE DISTRICT GAS COMPANY

By: \_\_\_\_\_

Name: David Swain

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EMPIRE DISTRICT INDUSTRIES, INC.

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