

AFFILIATE SERVICES AGREEMENT
Algonquin Power & Utilities Corp.

This Affiliate Services Agreement (this “Agreement”) is effective as of the 30th day of June, 2017, by and between Algonquin Power & Utilities Corp. (“APUC”) 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, APUC is the ultimate parent company of 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 Staffing. In addition to the services of its own staff, APUC 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. APUC agrees to provide and the Liberty Utilities Entities agree to accept the following services: Strategic Management, Access to Capital Markets/Financing, Financial Controls, and Administrative.

Section 2 – Records and Charges

Section 2.1 Records. APUC 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 Entity. APUC 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 APUC 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, APUC shall charge the Liberty Utilities Entity based on the allocation factors and methodologies set forth in the CAM. All employee costs for APUC employees who perform work for the Liberty Utilities Entity are to be paid by APUC 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 APUC 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 APUC regarding its provision of services under this Agreement; and (c) APUC’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 APUC 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.

Section 5.9 *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.

ALGONQUIN POWER & UTILITIES CORP.

By: 
Name: Ian Robertson
Title: Chief Executive Officer

By: 
Name: David Bronicheski
Title: Chief Financial Officer

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

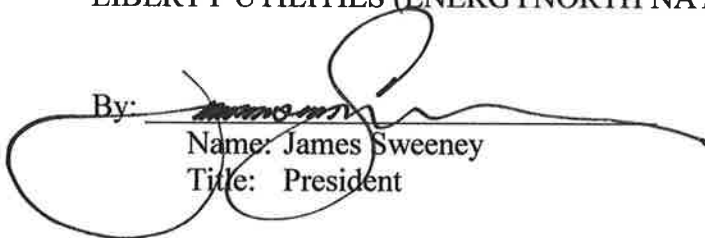
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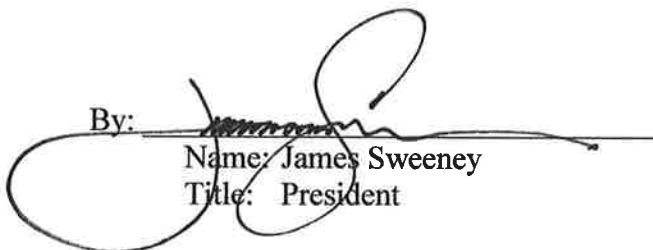
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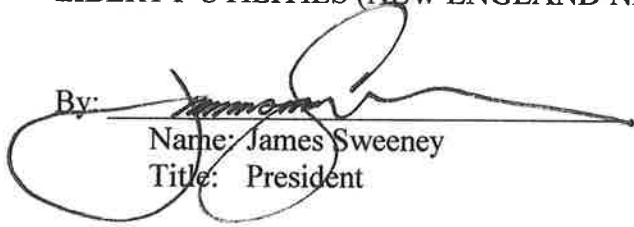
By: Tisha Q. Sanderson
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Title: Secretary

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Title: Secretary

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By: _____
Name: Charles A. Rossi
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By: _____
Name: Todd Wiley
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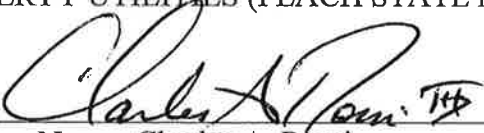
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LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.

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LIBERTY UTILITIES (GOLD CANYON SEWER) CORP.

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

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Title: Secretary

LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP.

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

By: Todd Wiley/SSIC
Name: Todd Wiley
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LIBERTY UTILITIES (NORTHWEST SEWER) CORP.

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

By: Matthew Garlick /SSK
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By: Matthew Garlick /SSK
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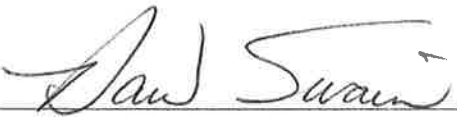
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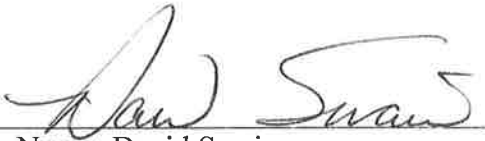
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LIBERTY UTILITIES (WOODSON-HENSLEY WATER) CORP.

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
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THE EMPIRE DISTRICT ELECTRIC COMPANY

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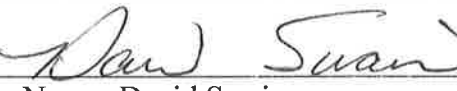
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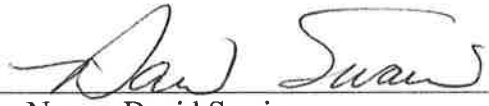
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