

AFFILIATE SERVICES AGREEMENT
Liberty Utilities Co.

This Affiliate Services Agreement (this “Agreement”) is effective as of the 30th 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

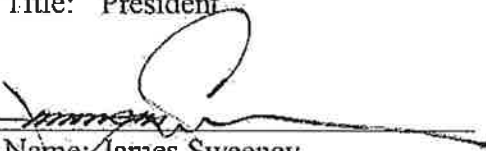
By: _____
Name: Tisha Sanderson
Title: Secretary

[signatures appear on following pages]


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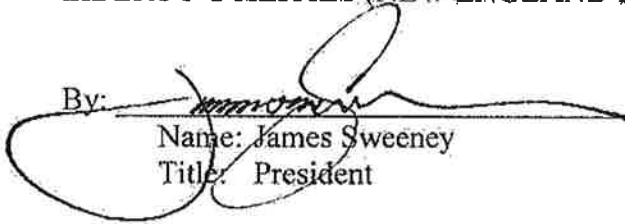
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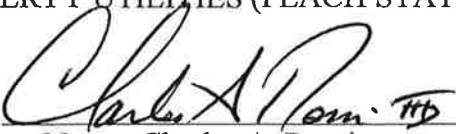
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LIBERTY UTILITIES (GOLD CANYON SEWER) CORP.

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

By: Matthew Garlick / SBK
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By: Todd Wiley / SBK
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LIBERTY UTILITIES (NORTHWEST SEWER) CORP.

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

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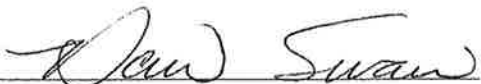
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Name: James H. "Pete" Lucas

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LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

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THE EMPIRE DISTRICT ELECTRIC COMPANY

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