

AFFILIATE SERVICES AGREEMENT
Liberty Energy Utilities (New Hampshire) Corp.

This Affiliate Services Agreement (“Agreement”) is entered into and effective this 1st day of March, 2023, by and between Liberty Energy Utilities (New Hampshire) Corp. (“LEUNH”) and Liberty Utilities (EnergyNorth Natural Gas) Corp. and Liberty Utilities (Granite State Electric) Corp. (each a “Receiving Entity” and collectively, the “Receiving Entities”). The parties to this Agreement may be collectively referred to as the “Parties” or individually referred to as a “Party.”

WHEREAS, the Receiving Entities provide regulated gas and electric utility services to customers in the state of New Hampshire, and seek to have one entity within that state provide centralized processing of customer payments;

WHEREAS, a purpose of LEUNH is to provide centralized processing of customer payments for utility services delivered by the Receiving Entities in the state of New Hampshire;

WHEREAS, the Receiving Entities seek to have LEUNH perform these centralized services and LEUNH has agreed to provide such services;

WHEREAS, the LEUNH is the parent of the Receiving Entities;

WHEREAS, LEUNH and the Receiving Entities seek to memorialize the terms and conditions that govern the LEUNH’s provision of payment services to the Receiving Entities.

THEREFORE, the Parties hereby covenant and agree as follows:

Section 1 – Terms and Condition of Payment Services

Section 1.1 Recitals Incorporated.

The Parties expressly agree that the above recitals are incorporated and made part of this Agreement.

Section 1.2 LEUNH Terms and Conditions.

1.2.1. *Nature of Service.* LEUNH will, consistent with this Agreement, undertake the responsibilities and duties necessary to provide payment processing services, including collecting, processing and transferring all payments, deposits and revenue received from each customer of a Receiving Entity for the sole benefit of and to the Receiving Entity providing utility service to that customer. LEUNH agrees to provide the following services including, but not limited to: collection of all Receiving Entity customer payments, deposits, and revenue; depositing all customer payments, deposits, and revenue into a bank account(s) maintained by LEUNH for the sole purpose of providing services under this

Agreement; maintaining accurate, detailed accounting and finance records of all customer payments, deposits, and revenue; establishing and maintaining bank account(s) for the purpose of processing of Receiving Entities' customer payments, deposits and revenue; accurate and timely transfer of all customer payments, deposits, and revenue received and processed to the separate accounts of the Receiving Entities; complying with any regulatory, compliance or audit requirements; and paying of any banking fees and/or other costs associated with the performance of its duties under this subsection.

1.2.2. **Bank Account(s).** LEUNH shall establish and maintain a bank account(s) for the sole purposes of depositing all customer payments, deposits and revenues collected on behalf of, and then transferring such funds to separate banking accounts of the Receiving Entities. LEUNH may deposit all funds received on behalf of the Receiving Entities into a single or multiple bank account(s), as necessary. LEUNH shall not use such bank account(s) for other purposes other than providing payment services pursuant to this Agreement.

1.2.3 **No Ownership Interest.** LEUNH shall not have any ownership interest in any funds, payments or deposits received by LEUNH on behalf of any of the Receiving Entities. LEUNH is not authorized or permitted to control, use, distribute, or transfer any of the funds collected from Receiving Entity customers, other than as authorized under this Agreement.

1.2.3 **Restriction on transfer of funds by LEUNH.** At no time shall LEUNH transfer any funds received in association with the provision of services under this Agreement from any customer of a Receiving Entity to any person or entity other than the specific Receiving Entity providing utility service to that customer. Further, LEUNH is restricted from transferring any funds received from the customer of one Receiving Entity to any other Receiving Entity not providing utility service to that customer.

1.2.4 **Protocols for allocation of payments to Receiving Entities.** LEUNH shall develop and adopt protocols for the allocation of all collected customer payments, deposits, and revenue to the respective Receiving Entity providing utility service in the state. In the event a customer is receiving utility service from more than one Receiving Entity in the state, LEUNH shall develop protocols for allocating any overpayments or underpayments received from that customer between and to each of the Receiving Entities providing utility service to that customer. LEUNH shall maintain a written record of such protocols and provide a copy to any Receiving Entity or regulatory authority of any of the Receiving Entities, if requested.

1.2.5 **Limitation of Authority.** LEUNH shall only collect, process and transfer funds received from the customers of the Receiving Entities consistent with this Agreement. Additionally, LEUNH expressly acknowledges and agrees that each Receiving Entity owns and/or controls certain plant, facilities and equipment used and useful in providing distribution utility service to its customers and that LEUNH does not have any right, ownership or control over such plant, facilities and equipment used and useful in providing utility service to those customers.

1.2.6 ***Additional Receiving Entities.*** In the event that Liberty Utilities Co. has affiliates operating in the State of New Hampshire at a later date, those affiliates may enter into and join this Agreement as an additional Receiving Entity to secure payment processing services under the same material terms and conditions as this Agreement from LEUNH.

1.2.7 ***No Cost for LEUNH Services.*** All services specifically provided by LEUNH under this Agreement shall be at no cost to the Receiving Entities.

1.2.8 ***No Employees.*** LEUNH shall not employ any staff or employees in relation to providing payment processing services under this Agreement, rather all staffing shall be provided by the Receiving Entities and/or affiliates of the Receiving Entities in accordance with section 1.3.6 below.

Section 1.3 Receiving Entities Terms and Conditions.

1.3.1 ***Receipt of Payment Services from LEUNH.*** The Receiving Entities agree to receive payment services from LEUNH under the terms and conditions of this Agreement.

1.3.2 ***Authority of LEUNH.*** The Receiving Entities expressly agree to and authorize LEUNH to collect, deposit, and transfer all customer payments, deposits and revenue consistent with this Agreement.

1.3.3 ***Retained Authority.*** Each Receiving Entity shall remain solely responsible for its own operations, including, but not limited to: compliance with any and all applicable regulations governing customer billing and collections; customer billings and/or billing disputes; maintenance of utility books and records, including customer account(s) records; and the provision of, or termination of, utility service. Further, each Receiving Entity shall maintain its own separate bank account(s) and records used to conduct its utility business and the Receiving Entities expressly agree not to cause, direct, allow, or permit any utility business transactions to be made directly from any LEUNH bank account(s).

1.3.4 ***No Cost for Services.*** The Receiving Entities shall receive any and all payment services under this Agreement from LEUNH at no cost.

1.3.5 ***Prohibition on transfer of funds to LEUNH.*** At no time shall any Receiving Entity transfer any funds from any utility-owned bank account to, or into, any bank account owned or maintained by LEUNH.

1.3.6 ***Staffing.*** The Receiving Entities agree that all staffing, employees, or costs required for LEUNH to provide payment services under this Agreement shall be provided by the Receiving Entities through designated personnel provided pursuant to their separate Affiliate Services Agreement(s) with Liberty Utilities Services Corp., or staff otherwise

authorized to perform work by the respective Receiving Entity.

Section 2 – Records

Section 2.1 *LEUNH Records.* LEUNH shall maintain adequate books and records with respect to the collection and processing of funds, payments and deposits under this Agreement in order to specifically identify all payments and deposits received on behalf of a Receiving Entity, and all credits and transfers made to, and on behalf of, the Receiving Entities, and LEUNH shall maintain documentation of all costs necessary to complete the payment processing services under this Agreement. In addition, the records must be adequately supported in a manner sufficient to document the collection and transfer of all funds under this Agreement as required by any regulatory authority with jurisdiction over the Receiving Entities. LEUNH shall be responsible for maintaining internal controls to ensure all payments and deposits received, processed and transferred on behalf of the Receiving Entities comply with the terms and conditions of this Agreement. LEUNH shall provide its records, upon request, to any Receiving Entity and/or the regulatory authority exercising regulatory authority over any Receiving Entity.

Section 2.2 *Receiving Entity Records.* Each Receiving Entity shall maintain its own books and records in the manner required by law, and agrees that LEUNH's recording obligations under this Agreement shall not replace or terminate any obligations of a Receiving Entity to maintain its own accounting or finance records, including compliance with all applicable GAAP and NARUC accounting requirements.

Section 3 – Effective Date and Term

Section 3.1 *Effective Date.* This Agreement shall be effective as of the date stated above, except that to the extent that any Receiving Entity is required to submit this Agreement to a regulatory authority or obtain approval for this Agreement, this Agreement shall not be effective as to that Receiving Entity until such action has been completed and any required approval has been obtained.

Section 3.2 *Term.* This Agreement shall continue unless terminated by any of the Receiving Entities or LEUNH giving thirty (30) days' written notice to the other Party 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 Receiving Entities' rights to obtain any and all records from LEUNH regarding its provision of services under this Agreement; and (c) LEUNH's responsibilities to provide any Receiving 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 LEUNH, or its authorized representatives or agents, that performs any of the services delineated in Section 1.2 above for a Receiving Entity may have access to confidential and/or personal information relating to the Receiving Entity's utility operations and customers ("Receiving Entities Confidential Information"). LEUNH agrees that such representatives or agents providing services for any Receiving Entity shall use any such Receiving Entity Confidential Information only for the purpose of performing Section 1.2 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. LEUNH shall not disclose any confidential customer information to any third party without the customer's permission.

Section 4.2. Requests by Regulatory Authorities. The Receiving Entities may be subject to regulation by various regulatory authorities and as such may be obligated to respond to various requests for information. LEUNH and the Receiving Entities agree and recognize that the Receiving Entities are responsible for responding fully and timely to any such requests for information relating to the Receiving Entity and LEUNH, and the Receiving Entities shall accordingly ensure that LEUNH shall provide information responding to such requests. The Receiving Entities further agree that they will not assert an objection to a request by a regulatory authority 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 LEUNH; or (ii) LEUNH performs the functions necessary related to the processing of payments or deposits for Receiving Entity's customers. The Receiving 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, LEUNH additionally agrees that it will provide any and all necessary information to the Receiving Entities as requested by any regulatory authority relating to the services listed and provided in Section 1.2 above to the Receiving 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. To the extent there are any cost allocations and/or methods of allocation provided herein, such allocation(s) 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.

Section 5.2 Exclusive Benefit. This Agreement is intended for the exclusive benefit of

the Parties 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.

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

LIBERTY ENERGY UTILITIES (NEW HAMPSHIRE) CORP.


By: 
Jody J Allison (Feb 27, 2023 16:45 EST)

Name: Jody Allison
Title: President

By: 
Todd Wiley (Feb 27, 2023 14:14 MST)

Name: Todd Wiley
Title: Secretary / Treasurer

LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP.

By:  _____

Name: Neil Proudman


Title: President

By: Vincent Gaeto
[Vincent Gaeto \(Feb 28, 2023 17:36 EST\)](#) _____

Name: Vincent Gaeto

Title: Secretary/Treasurer

LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.

By:  _____

Name: Neil Proudman

Title: President

By: Vincent Gaeto
[Vincent Gaeto \(Feb 28, 2023 17:36 EST\)](#) _____

Name: Vincent Gaeto

Title: Secretary/Treasurer