

AGREEMENT

THIS AGREEMENT is made and entered into this 20<sup>TH</sup> day of December, 1985, between NORTHERN NATURAL GAS COMPANY, Division of InterNorth, Inc. (hereinafter "Northern"), and UTILICORP UNITED INC. (hereinafter "UtiliCorp").

## WHEREAS,

- (a) InterNorth, Inc. is selling and UtiliCorp is purchasing the assets of Peoples Natural Gas Company (hereinafter "Peoples"), except for certain LaPlata County, Colorado properties;
- (b) As a part of that sale, UtiliCorp is assuming all of Peoples rights, duties, liabilities, and obligations in regard to farm taps along Northern's pipeline system; and
- (c) From and after Closing, UtiliCorp and Northern desire to maintain the status quo in regard to all obligations, duties, liabilities, and rights relating to said farm taps.

NOW, THEREFORE, it is hereby agreed by and between Northern and UtiliCorp that upon the Closing of the sale of Peoples to UtiliCorp:

- (a) UtiliCorp shall be entitled to all the rights and shall assume all the duties, liabilities, and obligations of Peoples in regard to the farm taps served by Peoples existing as of Closing Date along Northern's pipeline system;
- (b) With regard to installation, removal, maintenance, liability, odorization, meter reading, repair, service and leak calls, billing, and general operation and responsibility for the farm taps (i) which, prior to Closing were Northern's responsibility, shall be Northern's responsibility after Closing and (ii) which, prior to Closing were Peoples' responsibility, shall be UtiliCorp's responsibility after Closing; and

- (c) Neither Northern nor UtiliCorp shall be entitled to any fees or maintenance charges not heretofore allocated or collected by Northern from Peoples or by Peoples from Northern.
- (d) The terms capitalized herein unless otherwise defined herein shall have the meaning ascribed in the Purchase Agreement between InterNorth, Inc. and UtiliCorp dated September 13, 1985, as amended.
- (e) Northern shall have the right to assign this Agreement. UtiliCorp shall not have the right to assign this Agreement without the written consent of Northern which consent shall not be unreasonably withheld.
- (f) This Agreement shall be interpreted in accordance with the laws of the State of Nebraska.
- (g) This Agreement shall not restrict in any way the parties from subsequently mutually agreeing to amendments or changes hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and their respective corporate seals to be affixed hereto, all as of the day and year above first written.

UTILICORP UNITED INC.

NORTHERN NATURAL GAS COMPANY,  
Division of InterNorth, Inc.

BY Richard P. Mandy  
President

BY Richard L. Krueger  
VICE PRESIDENT

Attest Alvin K. Faltis

Attest William Cartney  
Assistant Secretary

SECRETARY

DEPUTY CORP.