

EXHIBIT 4

Master Transition Services Agreement



MASTER TRANSITION SERVICES AGREEMENT

by and among

ONEOK, INC.

and

ONE GAS, INC.

Dated as of [____], 2014

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MASTER TRANSITION SERVICES AGREEMENT

Master Transition Services Agreement, dated as of [_____] (this "Agreement"), by and between ONEOK, INC. ("Parent") and ONE GAS, INC. ("Spinco"). All the capitalized terms used in this Agreement shall have the meaning either given those terms or incorporated by reference in the Glossary attached as Exhibit B.

R E C I T A L S:

On the Effective Date, Parent will distribute to its shareholders pro rata all of the outstanding stock of Spinco (the "Distribution"), a corporation that Parent currently owns and controls.

Incident to the Distribution, the Companies plan to disaggregate various shared services and certain common uses of facilities and equipment. In order to facilitate separation of the Companies on the Effective Date, the Companies have agreed that certain shared services and certain common uses of facilities and equipment should continue for a transitional period after the Effective Date (together such shared services and common uses are referred to as the "Transition Services").

The Provider of the Transition Services and the Purchaser of Transition Services shall agree in a separate Schedule to this Agreement ("Schedule") upon the general description of each particular Transition Service to be provided, the length of time the Transition Service will be provided (if less than the Term of this Agreement), the fee for the Transition Service and, if necessary, any special terms and conditions as may be applicable to the particular Transition Service. Each of the Transition Services so scheduled shall be provided under the terms and conditions set forth in this Agreement. The form of the Schedules shall be substantially as set forth in Exhibit A.

Now, therefore, in consideration of the mutual promises and agreements set forth herein, the Parties hereto hereby agree as follows:

ARTICLE I

SERVICES

Section 1.1 Initial Services. Subject to the terms, conditions, covenants and agreements contained herein, each Provider agrees to provide, or cause to be provided, to each Purchaser the services set forth on the attached Schedules (the "Initial Services") to the scope, extent and quality that these Initial Services were provided to or within the Business prior to the Effective Date and the Purchaser agrees to compensate the Provider for the Initial Services at the amount designated on the Schedules. At any time, the Purchaser may, upon written notice of at least thirty (30) days, amend or terminate a Schedule to reduce any or all of the Initial Services to be provided by the Provider under the attached Schedules. Initial Services are further described and set forth in the attached Schedules.

Section 1.2 Company Groups; Use of Third Parties. If prior to the Effective Date the Provider had all or a portion of the Transition Services performed by a member of the Provider's Group, or a Third Party, the Provider may cause such Transition Service to continue to be provided by a member of the Provider Group or by such Third Party. Notwithstanding the foregoing, the Provider shall remain responsible, in accordance with the terms of this Agreement, for the performance of any Transition Service it causes to be provided by a member of the Provider Group or by a Third Party. In addition, upon prior written consent of the Purchaser, which consent shall not be unreasonably withheld, the Provider may, but shall not have the obligation to, engage one or more Third Parties to perform any of the Transition Services, even if said services were traditionally performed by the Provider or a member of the Provider Group prior to the Effective Date.

Section 1.3 Omitted Services; Additional Services; Modified Services.

(a) If, within the first six (6) months after the Effective Date, either of the Companies identifies a service that reasonably should have been included in the Transition Services, but was inadvertently omitted ("Omitted Services"), then that Company may request the Company that would have been the Provider of such Omitted Services to furnish such services as Transition Services. The Provider shall be obligated to perform, at charges established pursuant to Section 2.1 hereof, any Omitted Service that was provided by the Provider to or within the Business immediately prior to the Effective Date and that the Purchaser reasonably believes is necessary to effectuate an orderly transition of the Separation of the Business under the Separation Agreement; provided, however, that the Provider shall not be required to provide any Omitted Service that the Provider reasonably believes would be commercially unreasonable. If the Provider reasonably believes the performance of any requested Omitted Service would be commercially unreasonable, the Provider and the Purchaser shall negotiate in good faith to establish terms under which the Provider can provide some or all of the Omitted Service, but the Provider shall not be obligated to provide such requested Omitted Services if, following good faith negotiation, it is unable to reach agreement with the Purchaser.

(b) The Companies may also identify additional services ("Additional Services") that are not Omitted Services that one Party needs from the other Party to conduct its Business. The Companies shall negotiate in good faith to enter into a Schedule for each requested Additional Service setting forth a description of the Additional Service, the duration of the Additional Service, the fee for the Additional Service, and any other applicable terms. The Parties may, but shall not be required to, agree on Additional Services during the term of this Agreement.

(c) If a Purchaser requests a modification in any Transition Service ("Modified Services"), the Purchaser shall make its request to the Provider in writing. Upon the Provider's receipt of a written request for Modified Services, the Provider shall evaluate such request and develop changes in the cost-based rates for those Transition Services as described in Section 2.1. If the Provider and the Purchaser agree to the Modified Services, the Modified Services shall be set forth in a revised Schedule which shall be signed by the Provider and the Purchaser. A requested increase in the term of a particular Transition Service shall also be deemed to be a "Modified Service."

Section 1.4 Performance of Services. The Provider shall perform its duties and discharge its obligations under this Agreement in a commercially reasonable manner based upon its current practices in providing similar services for itself or its Affiliates (or prior practices in the absence of a current practice) and in accordance with any service levels and performance obligations specified in the applicable Schedule. This obligation is subject to and upon the following conditions:

(a) Except as set forth otherwise in an applicable Schedule, the Transition Services will be available only for purposes of conducting the Business of the Purchaser substantially in the manner it was conducted for the Business prior to the Effective Date.

(b) No Provider shall be required to perform any Transition Service in a manner that would (i) constitute a violation of applicable Law, (ii) would result in the breach of any software license or other applicable Contract in effect on the date of this Agreement, or (iii) violate, infringe, or constitute an infringement or misappropriation of, any Intellectual Property rights of any Third Party.

(c) No Provider shall be required to perform, and the Purchaser shall not sell, transfer, assign or otherwise use the Transition Services, in whole or in part, for the benefit of any Third Party.

(d) Except as set forth otherwise in an applicable Schedule, no Provider shall be obligated to (i) maintain the employment of any specific employee, or hire or train additional employees, (ii) purchase, lease or license any additional equipment or software or (iii) pay any cost or expend any capital related to the transfer or conversion of Information to the Purchaser upon termination of the Transition Services. In addition, no Provider shall be obligated to upgrade, update, improve, tweak, enhance, modify, add or delete any software, hardware, equipment, databases or interfaces in connection with the Transition Services.

(e) No Provider shall be required to provide any Transition Service to the extent the performance of such Transition Service becomes commercially unreasonable as a result of a cause or causes outside the reasonable control of the Provider, including unfeasible technological requirements or an event of Force Majeure as set forth in Section 8.3 herein.

Section 1.5 Changes to Services. Except as provided in Section 1.8 below, the Provider may make changes from time to time in the manner of performing the Transition Services, if:

(a) The Provider is making similar changes in performing similar services for itself or its Affiliates;

(b) The Provider furnishes to the Purchaser substantially the same notice (in content and timing) and right of consultation as the Provider shall furnish to its Affiliates respecting such changes, provided that if there is no such notice or right of consultation, then the Provider shall give a commercially reasonable notice and right of consultation to the Purchaser; and

(c) changes shall not result in any material degradation of the Transition Services and after the applicable changes, the Transition Services shall meet the standards imposed by this Agreement.

Section 1.6 Mutual Cooperation; Use of Existing Resources. The Purchaser and the Provider shall cooperate with each other in connection with the performance of the Transition Services, including producing on a timely basis all Information that is reasonably requested with respect to the performance of the Transition Services. The Provider may need to rely upon the expertise of and have access to certain employees of the Purchaser. Accordingly, as may be reasonably necessary to perform the Transition Services, the Provider shall be entitled to have reasonable access to any employee of the Purchaser to the extent necessary to perform the Transition Services.

Section 1.7 Internal Controls, Record Retention and Operating Policies. The Provider shall maintain and comply with the internal controls, record retention policies and other operating policies and procedures that were in place prior to the Effective Date with respect to each Transition Service or as otherwise implemented by the Parties to comply with internal standards and procedures or applicable law. If the Purchaser under a Schedule requires a change to the internal controls or compliance policies or requires the implementation of additional internal controls or compliance policies related to a Transition Service in order to comply with changes to applicable Law or internal standards and procedures, the Provider shall use commercially reasonable efforts to change or add to the internal controls or compliance policies related to the Transition Service as requested by the Purchaser. In connection with a Provider changing or adding to internal controls or compliance policies as required by the foregoing, the Purchaser shall pay for any additional costs for the Transition Service associated with the implementation or maintenance of the applicable change or addition; provided, however, that if (i) such change or addition is required for the compliance of both the Purchaser and the Provider with a Law or policy applicable to both, or (ii) both the Purchaser and the Provider will benefit from such change or addition, the Parties shall negotiate in good faith an equitable sharing of the costs associated with such change or addition.

Section 1.8 Audit Assistance. The Provider and the Purchaser shall cooperate with the other in providing such Information as may be required and access for audits by independent certified public accountants, internal auditors, regulators, or other persons with the right of audit. A Party acting as a Purchaser hereunder may, at its sole cost and expense, request its third party auditor to perform a SAS 70 Type II audit or other audit or review of such Provider's internal controls and operating environment related to the Transition Services upon reasonable advance notice, and the Provider shall perform such an audit or review or assist the Purchaser or the Purchaser's third party auditor in connection with such an audit or review, in each case at the Purchaser's expense. At the conclusion of such audit or review, the Provider shall implement such reasonable changes to the Transition Services or operating environment to correct deficiencies identified in the audit report to ensure compliance with applicable law or that are otherwise necessary for the Provider to comply with the Purchaser's internal policies in connection with the Transition Services. To the extent such changes are required for the benefit of both Parties, the Parties shall share the costs to implement all such changes equally. To the extent such changes are required solely for the benefit of the Purchaser, including but not limited to changes required to comply with the Purchaser's internal policies, the Purchaser shall pay all

costs to implement such changes. All incremental costs incurred by a Company in providing such Information or assistance to the other Company shall be reimbursed by such other Company.

ARTICLE II

CHARGES AND BILLING; TAXES

Section 2.1 Charges for Transition Services.

(a) The Transition Services shall be charged at the rates provided on the attached Schedules. It is the intent of the Parties that the Transition Services are provided by the Provider at the Provider's actual cost without any element of profit. The fee for the Transition Services is determined based upon the actual direct costs of providing the Transition Services internally, which actual direct costs include but are not limited to the prorated wages and employee benefits of employees plus payroll taxes, at the Provider, plus reimbursement of out-of-pocket Third Party costs and expenses.

(b) If events or circumstances arise which materially increase the cost of providing Transition Services based upon the methodology for charges provided in Section 2.1(a), then upon thirty (30) days prior written notice to the Purchaser, the cost shall be equitably adjusted to take into account the changed events or circumstances so that the rates are adjusted to reflect the actual direct costs of the Provider, plus out-of-pocket Third Party costs and expenses. Rates for a Transition Service will also be adjusted whenever the cost of providing the Transition Service increases or decreases due to the renegotiation of a software license or obtaining a new software license as a result of a change in the relationship between the Provider and a software licensor; provided, however, that in no event shall the Purchaser be charged for (i) the license of new software, or (ii) upgrades or modifications to existing software made or purchased by the Provider to the extent such new license, upgrade or modification was not necessary for the provision of the Transition Services, unless specifically requested and agreed to by the Companies as set forth in Section 1.3(c).

(c) For so long as this Agreement is still in effect, specific rates for Transition Services shall be subject to adjustment as of January 1 in each year, commencing January 1, 2015, in order to bring the rates into conformity with the criteria of Section 2.1(a).

(d) If a Purchaser requests modifications to the Transition Services under Section 1.3(c), the Provider shall determine appropriate changes in the charges for the Modified Services in accordance with the methodology set forth in Section 2.1(a) and shall give written notice to the Purchaser of such changes. If the Modified Services require the hiring of additional employees or the procurement of additional software, equipment or services, the Provider may include in the charges for the Modified Services provisions for the recovery of (i) employee hiring expenses, and (ii) the cost of procuring additional software, equipment and services. In case any Modified Service requires the incurrence of costs to implement the modification, the Provider may charge the Purchaser for such costs on an "up front" basis, in addition to the periodic rates charged for the Modified Service.

Section 2.2 Payment Terms. The Provider shall bill all charges for Transition Services on a monthly basis. The Purchaser shall pay the Provider for all Transition Services within thirty (30) days of receipt of an invoice. Late payments shall bear interest at the lesser of twelve percent (12%) per annum or the maximum non-usurious rate of interest permitted by applicable law.

Section 2.3 Taxes. The Purchaser shall pay any and all Transfer Taxes incurred in connection with the applicable Provider's provision of the Transition Services. In the event that applicable Law requires that an amount in respect of any Taxes be withheld from any payment by the Purchaser (or the applicable Affiliate of the Purchaser) to the Provider (or its applicable Affiliate) under this Agreement (other than Taxes imposed or based on net income or gross receipts) the amount payable to the Provider (or its applicable Affiliate) shall be increased as necessary so that, after the Purchaser (or the applicable Affiliate of the Purchaser) has withheld amounts required by applicable Law, the Provider (or its applicable Affiliate) receives an amount equal to the amount it would have received had no such withholding been required, and the Purchaser (or the applicable affiliate of the Purchaser) shall withhold such Taxes and pay such withheld amounts over to the applicable taxing authority in accordance with the requirements of the applicable law and provide the Provider (or its applicable Affiliate) with a receipt confirming such payment. The Provider shall reasonably cooperate with the Purchaser to determine whether any such deduction or withholding applies to the Transitional Services, and if so, shall further reasonably cooperate to minimize applicable withholding taxes.

Section 2.4 Record-Keeping. The Provider shall maintain complete and accurate records of any invoices and supporting documentation for all amounts billed to, and payments made by, the Purchaser under this Agreement, subject to the Provider's usual record retention policies. The Provider shall provide to the Purchaser or its designee documentation and other information relating to each invoice as may be reasonably requested by the Purchaser to verify that the Provider's charges are accurate, complete, and valid in accordance with this Agreement.

Section 2.5 No Set-Off. The Purchaser's obligation to make any required payments under this Agreement shall not be subject to any unilateral right of offset, set-off, deduction or counterclaim, however arising.

Section 2.6 Disputed Charges. If the Purchaser disputes a charge in good faith, it may withhold payment of such charge so long as the Purchaser makes timely payment of all undisputed charges and, no later than the payment deadline, provides the Provider with a detailed written explanation of the reasons for the Purchaser's dispute of the charge. The Parties shall cooperate to promptly resolve any disputed charge. If the Parties agree that the disputed charge is not a valid charge, the Provider shall either (i) include a credit within the next invoicing cycle (to the extent the Purchaser previously paid the disputed charge) or (ii) promptly issue an amended invoice. If the Parties agree that the disputed charge is a valid charge, the Purchaser shall pay the charge within fifteen (15) days from the date of the resolution of the dispute. If the Parties are unable to come to a resolution on the disputed charge within thirty (30) days, then the dispute shall be referred to senior management of each Party.

ARTICLE III

TERM AND TERMINATION

Section 3.1 Term. Unless otherwise terminated pursuant to Section 3.2, and except as provided in Section 8.1, this Agreement shall terminate with respect to any Transition Service the later of (i) twelve (12) months from the Effective Date; or (ii) at the close of business on the last day of the Service Period for such Transition Service designated in the applicable Schedule if longer than twelve (12) months (the "Term"). Notwithstanding the foregoing, the Companies may elect to extend the Service Period for any Transition Service upon mutual written agreement.

Section 3.2 Early Termination.

(a) The Purchaser shall have the right at any time during the Term of this Agreement to terminate its obligation to purchase any Transition Service for future months, effective on the first day of the applicable month, upon the giving of an advance written notice to the Provider of not less than thirty (30) days prior to the effective date of termination. If the Purchaser terminates a Transition Service prior to the expiration of the Service Period for such Transition Service, the fees for any remaining months of the Service Period for associated Transition Services shall be decreased to account for the Transition Services that are terminated and any prepaid monthly charges shall be refunded to the Purchaser. Upon early termination of Transition Services under this Section, the Purchaser shall pay the Provider for any unreimbursed costs that directly result from the early termination and for any incurred fees or expenses being amortized over the Service Period.

(b) In addition, the Purchaser shall have the right at any time during the Term of this Agreement to terminate its obligations to purchase any Transition Service if the Provider materially breaches a provision with respect to any particular Transition Service and, if curable, does not cure such breach within thirty (30) days after being given written notice of such breach. Upon termination for breach, the Purchaser shall not be obligated to pay a termination fee and any prepaid charges shall be prorated and the unused portion refunded to the Purchaser.

(c) The Provider shall have the right at any time during the Term of this Agreement to terminate its obligation to provide any Transition Service if the Purchaser materially breaches a provision with respect to any particular Transition Service and, if curable, does not cure such breach within 30 days after being given written notice of such breach. For the avoidance of doubt, failure to timely pay money shall be a material breach.

Section 3.3 Data Migration. On or prior to the last day of each relevant Service Period, the Provider shall use commercially reasonable efforts to support any transfer of Information concerning the relevant Transition Services to the applicable Purchaser. If requested by the Purchaser, the Provider shall deliver to the Purchaser, within such time periods as the Provider and the Purchaser may reasonably agree, all Information received, generated or computed for the benefit of such Purchaser during the Service Period, in electronic and/or hard copy form; provided that (a) the Provider shall not have any obligation to provide or cause to be provided Information in any non-standard format, and (b) the Provider shall be reimbursed for its

reasonable out-of-pocket costs of providing Information in any format other than its standard format, unless otherwise expressly provided in the applicable Schedule.

ARTICLE IV

CONFIDENTIALITY

Section 4.1 Protection of Information. The Provider and the Purchaser may share Information that is confidential or subject to privacy laws in the course of the Provider performing Transition Services. The Provider and the Purchaser shall each protect and maintain the confidentiality of all Information provided to it by the other Party that is either designated as “confidential” by clearly so marking on or in the transmittal in a manner that may be easily observed, is required to be kept confidential under law, or contains financial or proprietary data (“Confidential Information”). The Provider and the Purchaser shall each use, as applicable, (a) in the absence of a policy or procedure used to provide substantially the same service before the Effective Date, the same internal policies and controls to protect and maintain the other’s Confidential Information as are used to protect their own Confidential Information or (b) those policies and procedures that were in effect prior to the Effective Date and used by the Provider in providing substantially the same service to the Purchaser. The Provider and the Purchaser shall use the other’s Confidential Information only as required for the purposes of this Agreement and shall return upon request, subject to the limitations of Section 3.3, or destroy Confidential Information that is no longer needed to render Transition Services in accordance with the receiving Party’s retention policies; provided that the receiving Party has been provided prior written notice of such retention policies.

Section 4.2 Exclusion of Certain Information. The provisions of Section 4.1 do not apply to Information that (i) was, is or becomes generally available to the public other than as a result of a breach of Section 4.1 or any applicable confidentiality agreement by the receiving Party or its representatives; (ii) was or is developed by the receiving Party independently of and without reference to any Confidential Information of the disclosing Party; or (iii) was, is or becomes available to the receiving Party on a non-confidential basis from a Third Party not bound by a confidentiality agreement. For the purposes of this Article IV, “receiving Party” means the Party receiving the Confidential Information of the other Party.

ARTICLE V

REPRESENTATIONS AND WARRANTIES; COVENANTS

Section 5.1 Authorization. Each Company represents and warrants: (a) that this Agreement has been validly executed and delivered by such Company and that the provisions set forth in this Agreement constitute legal, valid, and binding obligations of such Company and any of its Affiliates designated by Company as a Provider or Purchaser, enforceable against such Company and each such Affiliate in accordance with their terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditors’ rights generally, and with regard to equitable remedies, to the discretion of the court before which proceedings to obtain such remedies may be pending; and (b) that such Company has all requisite corporate power and

authority to enter into this Agreement, including requisite authorizations from each Affiliate that may be designated as a Provider or Purchaser.

Section 5.2 Compliance with Laws. Each Party shall perform Transition Services under this Agreement in a manner that complies in all material respects with all applicable laws.

Section 5.3 Disclaimer of Representations and Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE PURCHASER ACKNOWLEDGES AND AGREES THAT ALL TRANSITION SERVICES AND ANY GOODS DELIVERED INCIDENT THERETO ARE PROVIDED ON AN "AS-IS" "WHERE-IS" BASIS AND THAT THE PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRANSITION SERVICES AND THE PROVIDER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTIES WITH RESPECT TO THE TRANSITION SERVICES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE VI

LIMITATIONS OF LIABILITY AND INDEMNITY

Section 6.1 Exclusion of Certain Damages. IN NO EVENT SHALL ANY PROVIDER OR PURCHASER, ITS AFFILIATES OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THE PERFORMANCE OF TRANSITION SERVICES, EVEN IF THAT PROVIDER OR PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EACH PROVIDER OR PURCHASER HEREBY WAIVES ON BEHALF OF ITSELF AND THE MEMBERS OF ITS GROUP ANY CLAIM FOR SUCH DAMAGES, INCLUDING ANY CLAIM FOR LOST PROFITS, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EXCEPT TO THE EXTENT ANY PROVIDER OR PURCHASER, ITS AFFILIATES OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SUFFERS SUCH DAMAGES TO AN UNAFFILIATED THIRD PARTY IN CONNECTION WITH A THIRD-PARTY CLAIM, IN WHICH CASE ALL SUCH DAMAGES SHALL BE RECOVERABLE.

Section 6.2 Provider's Indemnification. The Provider shall indemnify, defend and hold harmless the Purchaser and its directors, officers and employees, and each of the successors and assigns of any of the foregoing from and against any and all claims relating to, arising out of or resulting from the Provider's gross negligence or willful misconduct in the performance of its obligations hereunder, other than to the extent such claims are attributable to the gross negligence, negligence, willful misconduct or breach of this Agreement by any Person so indemnified by the Provider.

Section 6.3 Purchaser's Indemnification. The Purchaser shall indemnify, defend and hold harmless the Provider, the Provider Group and its and their directors, officers and employees, and each of the successors and assigns of any of the foregoing from and against any and all claims relating to, arising out of or resulting from (A) the Provider's performance of its

obligations hereunder, (B) the negligence, gross negligence or willful misconduct of the Purchaser, or (C) breach of this Agreement by the Purchaser, in each case other than to the extent such claims are attributable to the gross negligence, negligence, willful misconduct or breach of this Agreement by any Person so indemnified by the Purchaser.

Section 6.4 Clarification of Indemnification. As used in Sections 6.2 and 6.3, without limitation, "willful misconduct" includes any felony where scienter is an element, any intentional tort or any common law fraud.

ARTICLE VII

GOVERNING LAW

Section 7.1 Amicable Resolution. Each Company and each Provider and Purchaser shall seek to resolve in an amicable manner all disputes and disagreements connected with their respective rights and obligations under this Agreement, including involving such senior management as may be required to reach resolution of any dispute.

Section 7.2 Governing Law. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the law of the State of Oklahoma and applicable federal law, without giving effect to any conflict of law principle.

Section 7.3 Submission to Jurisdiction. EACH OF THE PARTIES IRREVOCABLY SUBMITS (FOR ITSELF AND IN RESPECT OF ITS PROPERTY) TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN TULSA, OKLAHOMA IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREES THAT ALL CLAIMS IN RESPECT OF THE ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT; PROVIDED THAT THE PARTIES MAY BRING ACTIONS OR PROCEEDINGS AGAINST EACH OTHER IN OTHER JURISDICTIONS TO THE EXTENT NECESSARY TO IMPEAD THE OTHER PARTY IN ANY ACTION COMMENCED BY A THIRD PARTY THAT IS RELATED TO THIS AGREEMENT. EACH PARTY ALSO AGREES NOT TO BRING ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY OTHER COURT OR IN OTHER JURISDICTIONS UNLESS SUCH ACTIONS OR PROCEEDINGS ARE NECESSARY TO IMPEAD THE OTHER PARTY IN ANY ACTION COMMENCED BY A THIRD PARTY THAT IS RELATED TO THIS AGREEMENT. EACH OF THE PARTIES WAIVES ANY DEFENSE OF INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING SO BROUGHT AND WAIVES ANY BOND, SURETY, OR OTHER SECURITY THAT MIGHT BE REQUIRED OF ANY OTHER PARTY WITH RESPECT THERETO. ANY PARTY MAY MAKE SERVICE ON ANY OTHER PARTY BY SENDING OR DELIVERING A COPY OF THE PROCESS TO THE PARTY TO BE SERVED AT THE ADDRESS AND IN THE MANNER PROVIDED FOR THE GIVING OF NOTICES IN SECTION 8.12. NOTHING IN THIS SECTION 7.3, HOWEVER, SHALL AFFECT THE RIGHT OF ANY PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AT EQUITY. EACH PARTY AGREES THAT A FINAL NONAPPEALABLE JUDGMENT IN ANY ACTION OR

PROCEEDING SO BROUGHT SHALL BE CONCLUSIVE AND MAY BE ENFORCED BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW OR AT EQUITY.

Section 7.4 Waiver of Jury Trial. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Survival. The Sections of this Agreement which by their nature should survive any expiration or termination of this Agreement and of each Schedule made under this Agreement, shall so survive, including but not limited to Articles 4 - 8.

Section 8.2 Title to Intellectual Property. Each Purchaser acknowledges that it will acquire no right, title or interest (including any license rights or rights of use) in any Intellectual Property that is owned or licensed by any Provider, by reason of the provision of the Transition Services provided hereunder. No Purchaser will remove or alter any copyright, trademark, confidentiality or other proprietary notices that appear on any Intellectual Property owned or licensed by any Provider, and each Purchaser shall reproduce any such notices on any and all copies thereof. No Purchaser will attempt to decompile, translate, reverse engineer or make excessive copies of any Intellectual Property owned or licensed by any Provider, and each Purchaser shall promptly notify such Provider of any such attempt, regardless of whether by Purchaser or any Third Party, of which Purchaser becomes aware.

Section 8.3 Force Majeure. No Party shall be held liable or responsible to another Party or be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from events beyond the reasonable control of the non-performing Party, including fires, floods, earthquakes, embargoes, shortages, epidemics, pandemics, quarantines, war, acts of war (whether war be declared or not), terrorist acts, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances (whether involving the workforce of the non-performing Party or of any other Person), acts of God or acts, omissions or delays in acting by any governmental authority. The suspension of performance shall be of no greater scope and no longer duration than is necessary and the non-performing Party shall use commercially reasonable efforts to remedy its inability to perform.

Section 8.4 Independent Contractors. The Parties each acknowledge that they are separate entities, each of which has entered into this Agreement for independent business reasons. The relationships of the Parties hereunder are those of independent contractors and nothing contained herein shall be deemed to create a joint venture, employer/employee, partnership or any other relationship.

Section 8.5 Subrogation. If any liability arises from the performance of any Transition Services under this Agreement by a Third Party contractor, the Purchaser with respect to such Transition Services shall be subrogated to such rights, if any, as the Provider may have against such Third Party contractor.

Section 8.6 Entire Agreement; Incorporation of Schedules and Exhibits. This Agreement (including all Schedules and Exhibits) constitutes the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and thereof. All Schedules and Exhibits referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 8.7 Amendments and Waivers. This Agreement may be amended and any provision of this Agreement may be waived, provided that any such amendment or waiver shall be binding upon a Party only if such amendment or waiver is set forth in a writing executed by such Party. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party hereto under or by reason of this Agreement.

Section 8.8 No Implied Waivers; Cumulative Remedies; Writing Required. No delay or failure in exercising any right, power or remedy hereunder shall affect or operate as a waiver thereof; nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or remedy preclude any further exercise thereof or of any other right, power or remedy. The rights and remedies hereunder are cumulative and not exclusive of any rights or remedies that any Party hereto would otherwise have. Any waiver, permit, consent or approval of any kind or character of any breach or default under this Agreement or any such waiver of any provision of this Agreement must satisfy the conditions set forth in Section 8.7 and shall be effective only to the extent in such writing specifically set forth.

Section 8.9 No Third Party Beneficiaries. Except as provided in Article VI, nothing in this Agreement, express or implied, is intended to confer on any Person other than the Parties, and their respective successors and permitted assigns, any rights or remedies of any nature whatsoever under or by virtue of this Agreement.

Section 8.10 Assignment; Binding Agreement. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of the other Parties, and any instrument purporting to make such an assignment without prior written consent shall be void; provided, however, either Party may assign this Agreement to a successor entity in conjunction with a merger effected solely for the purpose of changing such Party's state of incorporation. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

Section 8.11 Responsible Parties. Each Party shall be responsible for its Affiliates compliance with the terms and conditions of this Agreement.

Section 8.12 Notices. All notices, demands and other communications given under this Agreement must be in writing and must be either personally delivered, mailed by first class mail (postage prepaid and return receipt requested), telecopied (and confirmed by telecopy answer back), or sent by reputable overnight courier service (charges prepaid) to the recipient at the address indicated below or such other address or to the attention of such other Person as the recipient Party shall have specified by prior written notice to the sending Party. Any notice, demand or other communication under this Agreement shall be deemed to have been given when so personally delivered or so telecopied and confirmed (if telecopied before 5:00 p.m. Central Time on a business day), or if sent, one business day after deposit with an overnight courier, or, if mailed, five business days after deposit in the U.S. mail.

ONEOK, INC.
Attn: General Counsel
100 W. 5th St.
Tulsa, OK 74103
Fax:

ONE Gas, Inc.
Attn: General Counsel
15 E. 5th St.
Tulsa, OK 74103
Fax:

The Parties may, in their discretion, agree to accept notices and other communications hereunder by electronic communications pursuant to procedures agreed to, provided that approval of such procedures may be limited to particular notices or communications. Unless the Parties agree otherwise, notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

Section 8.13 Severability. The Parties agree that (i) the provisions of this Agreement shall be severable in the event that for any reason whatsoever any of the provisions hereof are invalid, void or otherwise unenforceable, (ii) any such invalid, void or otherwise unenforceable provisions shall be replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable, and (iii) the remaining provisions shall remain valid and enforceable to the fullest extent permitted by applicable law.

Section 8.14 Construction. The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns, and verbs shall include the plural and vice versa. Reference to any agreement, document, or instrument means such agreement, document, or instrument as

amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. The use of the words "include" or "including" in this Agreement shall be by way of example rather than by limitation. The use of the words "or," "either" or "any" shall not be exclusive. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The Parties agree that prior drafts of this Agreement shall be deemed not to provide any evidence as to the meaning of any provision hereof or the intent of the Parties hereto with respect hereto. In case of ambiguity or conflict between the terms and conditions of the body of this Agreement and the terms and conditions of a Schedule to this Agreement, the terms and conditions of the Schedule shall control.

Section 8.15 Counterparts. This Agreement may be executed in multiple counterparts (any one of which need not contain the signatures of more than one Party), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Section 8.16 Delivery by Facsimile and Other Electronic Means. This Agreement, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any Party, each other Party shall re-execute original forms thereof and deliver them to all other Parties. No Party shall raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or other electronic means as a defense to the formation of a contract and each such Party forever waives any such defense.

[SIGNATURE PAGE FOLLOWS]

SIGNED: To be effective as of the Effective Date on this ____ day of _____,
2014.

ONEOK, INC.

By _____
Name:
Title:
Date:

ONE GAS, INC.

By _____
Name:
Title:
Date:

EXHIBIT A

Schedule # 01

Provider:

Purchaser:

Description of Transition Services:

Fee:

Service Period Start Date: Effective Date

Service Period End Date:

SIGNED: To be effective as of the Effective Date on this _____ day of _____,
2013.

Entity Name: _____
Authorized Signature: _____
Title: _____

Entity Name: _____
Authorized Signature: _____
Title: _____

EXHIBIT A

Schedule # 02

Provider:

Purchaser:

Description of Transition Services:

Fee:

Service Period Start Date: Effective Date

Service Period End Date:

SIGNED: To be effective as of the Effective Date on this _____ day of _____, 2013.

Entity Name: _____
Authorized Signature: _____
Title: _____

Entity Name: _____
Authorized Signature: _____
Title: _____

EXHIBIT B

GLOSSARY

For purposes of this Agreement, the following terms shall have the following meanings:

“Additional Services” has the meaning set forth in Section 1.3(b).

“Affiliate” means when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person. For the purposes of this definition, “control”, when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise.

“Agreement” has the meaning set forth in the preamble to the Agreement and includes all Exhibits and Schedules to the Agreement.

“Business” means, where any member of the Parent Group is the Purchaser, one or more of the Retained Businesses, and where any member of the Spinco Group is the Purchaser, the LDC Business.

“Companies” means Parent and Spinco.

“Company” means one of them as the term is used.

“Confidential Information” has the meaning given that term in Section 4.1, as limited by Section 4.2.

“Distribution” has the meaning set forth in the Recitals to the Agreement.

“Effective Date” means [_____].

“Exhibits” means all of the exhibits referenced in the Agreement.

“Glossary” means the lists of defined terms included in this Exhibit B.

“Group” means the group of affiliated entities associated with a particular Company. See the definitions of Group specific to each Company.

“Information” means information, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, customer names, and other technical, financial, employee or business information or data, but excludes, except for Section 4.1, communications by or to attorneys

(including attorney-client privileged communications), memos and other materials prepared by attorneys or under their direction (including attorney work product), all of which Information from or to attorneys is designated as “Confidential Information” for the purposes of Section 4.1.

“Initial Services” has the meaning set forth in Section 1.1.

“Intellectual Property” has the meaning given such term in the Separation Agreement.

“LDC Business” has the meaning set forth in the Separation Agreement.

“Modified Services” has the meaning set forth in Section 1.3(c).

“Omitted Services” has the meaning set forth in Section 1.3(a).

“Parent” has the meaning set forth in the preamble to this Agreement.

“Parent Group” means Parent and its Affiliates.

“Party” means in context any Person contractually bound by this Agreement, including Persons bound by being designated as a Provider or a Purchaser in a Schedule.

“Person” means any natural person, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, proprietorship, other business organization, trust, or governmental or regulatory authority, body, corporation or entity.

“Prime Rate” means the rate that [JP Morgan] (or its successor) announces as its prime lending rate, as in effect from time to time. If that bank or its successor no longer specifies a prime rate, then the most recent prime rate for money borrowed or loaned in the U.S. that is published by the Wall Street Journal shall apply.

“Provider” means, with respect to any Transition Service, the entity or entities providing the Transition Service, as set forth on the applicable Schedule.

“Provider Group” means Provider and its Affiliates.

“Purchaser” means, with respect to any Transition Service, the entity or entities receiving the Transition Service as set forth on the applicable Schedule.

“Retained Businesses” has the meaning set forth in the Separation Agreement.

“Schedule” has the meaning set forth in the Recitals to this Agreement.

“Separation Agreement” means the Separation and Distribution Agreement, dated [____], 2014, by and between ONEOK, INC. and ONE GAS, INC.

“Service Period” means, with respect to any Transition Service, the period commencing on the Effective Date and ending on the earlier of (i) the date the Purchaser terminates the provision of such Transition Service, (ii) the termination date specified with respect to such

Transition Service on the applicable Schedule, or (iii) twelve (12) months from the Effective Date unless extended by the mutual agreement of the Parties as set forth in this Agreement.

“Spinco” has the meaning set forth in the preamble to this Agreement.

“Spinco Group” means Spinco and its Affiliates.

“Tax” or “Taxes” means any income, gross income, gross receipts, profits, capital stock, franchise, withholding, payroll, social security, workers compensation, unemployment, disability, property, ad valorem, value added, stamp, excise, severance, occupation, service, sales, use, license, lease, transfer, import, export, alternative minimum, estimated or other similar governmental charges (including any fee, assessment, or other charge in the nature of or in lieu of any tax), and any interest, penalty, additions to tax, or additional amounts in respect of the foregoing.

“Term” has the meaning set forth in Section 3.1.

“Third Party” means any Person other than a Party and the Affiliates of that Party as of the date of execution of this Agreement.

“Transition Services” has the meaning set forth in the Recitals to this Agreement and includes the Initial Services, Omitted Services, the Additional Services, and the Modified Services.

“Transfer Taxes” means all sales, use, goods and services, harmonized sales, transfer, reporting, recording, filing, and other similar fees, taxes and charges arising out of or in connection with the transactions effected pursuant to this Agreement.

EXHIBIT 5

**Tax Matters
Agreement**



TAX MATTERS AGREEMENT

DATED AS OF [], 2014

BY AND AMONG

ONEOK, INC.

AND

ONE GAS, INC.

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TAX MATTERS AGREEMENT

This Tax Matters Agreement (this "**Agreement**") is entered into as of [], 2014 between ONEOK, Inc., an Oklahoma corporation ("**Parent**"), and ONE Gas, Inc., an Oklahoma corporation ("**Spinco**" and, together with Parent, the "**Parties**"). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Separation and Distribution Agreement, dated as of [], 2014, between Parent and Spinco (the "**Separation Agreement**").

RECITALS

WHEREAS, the Board of Directors of Parent has determined that it would be appropriate, desirable and in the best interests of Parent and its stockholders to separate completely the LDC Business from Parent;

WHEREAS, as of the date hereof, Parent is the common parent of an affiliated group of corporations, within the meaning of Section 1504(a) of the Code, that has elected to file consolidated Federal income tax returns, and Spinco is a member of that group;

WHEREAS, the Board of Directors of Parent has determined that it is in the best interests of Parent and its stockholders to create a new publicly traded company that shall operate the LDC Business;

WHEREAS, Spinco is a newly-formed, direct Subsidiary of Parent incorporated for these purposes that has not engaged in activities except in preparation for its corporate reorganization (including activities with respect to the Spinco Financing Arrangements) and the distribution of its stock;

WHEREAS, the Parties currently intend to effect the Separation, [the Debt Exchange] and the Distribution;

WHEREAS, the Parties currently intend that the Separation, [the Debt Exchange] and the Distribution will have Tax-Free Status; and

WHEREAS, the Parties desire to set forth their rights and obligations with respect to Taxes due for periods before and after the Distribution Date and to address certain other Tax matters.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

Section 1. Definition of Terms. For purposes of this Agreement (including the recitals hereof), the following terms have the following meanings:

"**Action**" has the meaning set forth in the Separation Agreement.

"Active Trade or Business" means, with respect to Spinco, the active conduct (as defined in Section 355(b)(2) of the Code and the Treasury Regulations thereunder) of the LDC Business as conducted immediately prior to the Distribution.

"Adjustment Request" means any formal or informal claim or request filed with any Tax Authority, or with any administrative agency or court, for the adjustment, refund, or credit of Taxes, including (i) any amended Tax Return claiming adjustment to the Taxes as reported on the Tax Return or, if applicable, as previously adjusted, (ii) any claim for equitable recoupment or other offset, and (iii) any claim for refund or credit of Taxes previously paid.

"Affiliate" has the meaning set forth in the Separation Agreement.

"Ancillary Agreement" has the meaning set forth in the Separation Agreement, except that it shall not include this Agreement.

"Board Certificate" has the meaning set forth in Section 6.01(d) of this Agreement.

"Business Day" has the meaning set forth in the Separation Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Consent" or **"Consents"** shall mean any consents, waivers or approvals from, or notification requirements to, any Person.

"Controlling Party" has the meaning set forth in Section 9.02(c) of this Agreement.

[**"Debt Exchange"** has the meaning set forth in the Separation Agreement.]

"Dispute" has the meaning set forth in Section 13.01 of this Agreement.

"Distribution" has the meaning set forth in the Separation Agreement.

"Distribution Date" has the meaning set forth in the Separation Agreement.

"Effective Date" has the meaning set forth in Section 10 of this Agreement.

"Federal Income Tax" means any Tax imposed by Subtitle A of the Code and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"Fifty-Percent or Greater Interest" has the meaning ascribed to such term for purposes of Sections 355(d) and (e) of the Code.

"Final Determination" means the final resolution of liability for any Tax, which resolution may be for a specific issue or adjustment or for a taxable period, (i) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the laws of a state or local taxing jurisdiction, except that a Form 870 or 870-AD or comparable form shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of law) the right of the taxpayer to file a claim for refund or the right of the Tax Authority to assert a further deficiency in respect of

such issue or adjustment or for such taxable period (as the case may be); (ii) by a decision, judgment, decree, or other order by a court of competent jurisdiction, which has become final and unappealable; (iii) by a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under other applicable Tax Law; (iv) by any allowance of a refund or credit in respect of an overpayment of a Tax, but only after the expiration of all periods during which such refund may be recovered (including by way of offset) by the jurisdiction imposing such Tax; or (v) by any other final disposition, including by reason of the expiration of the applicable statute of limitations or by mutual agreement of the Parties.

"Governmental Approval" has the meaning set forth in the Separation Agreement.

"Governmental Entity" has the meaning set forth in the Separation Agreement.

"Internal Restructuring" has the meaning set forth in Section 6.01(e) of this Agreement.

"IRS" means the United States Internal Revenue Service.

"Joint Return" means any Tax Return that actually includes, by election or otherwise, one or more members of the Parent Group together with one or more members of the Spinco Group or results from operations arising from the LDC Business or LDC Assets.

"Law" has the meaning set forth in the Separation Agreement.

"Liabilities" has the meaning set forth in the Separation Agreement.

"LDC Assets" has the meaning set forth in the Separation Agreement.

"Non-Controlling Party" has the meaning set forth in Section 9.02(c) of this Agreement.

"Notified Action" has the meaning set forth in Section 6.03(a) of this Agreement.

"Parent Affiliated Group" means the affiliated group (as that term is defined in Section 1504 of the Code and the regulations thereunder) of which Parent is the common parent.

"Parent Federal Consolidated Income Tax Return" means any United States federal income Tax Return for the Parent Affiliated Group.

"Parent Group" means Parent and its Affiliates, excluding any entity that is a member of the Spinco Group, as determined immediately after the Distribution.

"Parent Indemnitees" shall have the meaning set forth in the Separation Agreement.

"Parent Separate Return" means any Tax Return of or including any member of the Parent Group (including any consolidated, combined or unitary return) that does not include any member of the Spinco Group or any results from operations arising from the LDC Business or LDC Assets.

"Past Practices" has the meaning set forth in Section 2.03(b) of this Agreement.

"Payment Date" means (i) with respect to any Parent Federal Consolidated Income Tax Return, (A) the due date for any required installment of estimated taxes determined under Section 6655 of the Code, (B) the due date (determined without regard to extensions) for filing the return determined under Section 6072 of the Code, or (C) the date the return is filed, as the case may be, and (ii) with respect to any other Tax Return, the corresponding dates determined under the applicable Tax Law.

"Payor" has the meaning set forth in Section 4.03(a) of this Agreement.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Entity or any department, agency or political subdivision thereof, without regard to whether any entity is treated as disregarded for U.S. federal income tax purposes.

"Post-Distribution Period" means any Tax Period beginning after the Distribution Date and, in the case of any Tax Period beginning before the Distribution Date and ending after the Distribution Date, the portion of such Tax Period beginning on the day after the Distribution Date.

"Pre-Distribution Period" means any Tax Period ending on or before the Distribution Date and, in the case of any Tax Period beginning before the Distribution Date and ending after the Distribution Date, the portion of such Tax Period ending on the Distribution Date.

"Preliminary Tax Advisor" has the meaning set forth in Section 13.01 of this Agreement.

"Prime Rate" has the meaning set forth in the Separation Agreement.

"Privilege" means any privilege that may be asserted under applicable Law, including, any privilege arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges), the accountant-client privilege and any privilege relating to internal evaluation processes.

"Proposed Acquisition Transaction" means a transaction or series of transactions (or any agreement, understanding or arrangement, within the meaning of Section 355(e) of the Code and Treasury Regulation Section 1.355-7, or any other regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by Spinco management or shareholders, is a hostile acquisition, or otherwise, as a result of which Spinco would merge or consolidate with any other Person or as a result of which any Person or any group of Persons would (directly or indirectly) acquire, or have the right to acquire, from Spinco and/or one or more holders of outstanding shares of Spinco Capital Stock, a number of shares of Spinco Capital Stock that would, when combined with any other changes in ownership of Spinco Capital Stock pertinent for purposes of Section 355(e) of the Code, comprise 40% or more of (i) the value of all outstanding shares of stock of Spinco as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series, or (ii) the total combined voting power of all outstanding shares of voting stock of Spinco as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series. Notwithstanding the foregoing, a Proposed Acquisition Transaction

shall not include (i) the adoption by Spinco of a shareholder rights plan or (ii) issuances by Spinco that satisfy Safe Harbor VIII (relating to acquisitions in connection with a Person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulation Section 1.355-7(d). For purposes of determining whether a transaction constitutes an indirect acquisition, any recapitalization resulting in a shift of voting power or any redemption of shares of stock shall be treated as an indirect acquisition of shares of stock by the non-exchanging shareholders. This definition and the application thereof is intended to monitor compliance with Section 355(e) of the Code and shall be interpreted accordingly. Any clarification of, or change in, the statute or regulations promulgated under Section 355(e) of the Code shall be incorporated in this definition and its interpretation.

"Representation Letters" means the statements of facts and representations, officer's certificates, representation letters and any other materials (including, without limitation, a Ruling Request and any related supplemental submissions to the IRS or other Tax Authority) delivered or deliverable by Parent, its Affiliates or representatives thereof in connection with the rendering by Tax Advisors, and/or the issuance by the IRS or other Tax Authority, of the Tax Opinions/Rulings.

"Required Action" has the meaning set forth in Section 6.01(f) of this Agreement.

"Required Party" has the meaning set forth in Section 4.03(a) of this Agreement.

"Responsible Party" means, with respect to any Tax Return, the Party having responsibility for preparing and filing such Tax Return under this Agreement.

"Retention Date" has the meaning set forth in Section 8.01 of this Agreement.

"Ruling" means a private letter ruling issued by the IRS to Parent in connection with the Separation, [the Debt Exchange] and the Distribution.

"Ruling Request" means any letter filed by Parent with the IRS or other Tax Authority requesting a ruling regarding certain tax consequences of the Separation, [Debt Exchange] and/or the Distribution (including all attachments, exhibits, and other materials submitted with such ruling request letter) and any amendment or supplement to such ruling request letter.

"Section 6.01(d) Acquisition Transaction" means any transaction or series of transactions that is not a Proposed Acquisition Transaction but would be a Proposed Acquisition Transaction if the percentage reflected in the definition of Proposed Acquisition Transaction were 25% instead of 40%.

"Separate Return" means a Parent Separate Return or a Spinco Separate Return, as the case may be.

"Separation" has the meaning set forth in the Separation Agreement.

"Separation Payment" has the meaning set forth in the Separation Agreement.

"Separation Tax" means all (A) Taxes arising as a result of the Separation, the [Debt Exchange], and the Distribution from (i) excess loss accounts taken into account under Section 1502 of the Code, (ii) Section 357(c) of the Code or (iii) Section 361(b) of the Code, in each case, including analogous provisions of other applicable Tax Law and (B) all stamp, sales, use, gross receipts, value-added, real estate transfer or other transfer Taxes arising as a result of the Separation, [the Debt Exchange], and the Distribution. Notwithstanding the foregoing, Separation Taxes shall not include any Tax-Related Losses.

"Spinco Capital Stock" means all classes or series of capital stock of Spinco, including (i) the Spinco Common Stock, (ii) all options, warrants and other rights to acquire such capital stock and (iii) all instruments properly treated as stock in Spinco for U.S. federal income tax purposes.

"Spinco Carryback" means any net operating loss, net capital loss, excess tax credit, or other similar Tax Item of any member of the Spinco Group which may or must be carried from one Tax Period to another prior Tax Period under the Code or other applicable Tax Law.

"Spinco Common Stock" has the meaning set forth in the Separation Agreement.

"Spinco Financing Arrangements" has the meaning set forth in the Separation Agreement.

"Spinco Group" means (i) Spinco and its Affiliates, as determined immediately after the Distribution or (ii) any entity which (A) was an Affiliate of Parent or an Affiliate of a member of the Spinco Group prior to the Distribution, (B) conducted solely or predominantly the LDC Business, and (C) is no longer an Affiliate of Parent immediately prior to the Distribution.

"Spinco Indemnitees" shall have the meaning set forth in the Separation Agreement.

"Spinco Securities" has the meaning set forth in the Separation Agreement.

"Spinco Separate Return" means any Tax Return of or including any member of the Spinco Group (including any consolidated, combined or unitary return) that does not include any member of the Parent Group.

"Subsidiary" has the meaning set forth in the Separation Agreement.

"Tax" or **"Taxes"** means any income, gross income, gross receipts, profits, capital stock, franchise, withholding, payroll, social security, workers compensation, unemployment, disability, property, ad valorem, value added, stamp, excise, severance, occupation, service, sales, use, license, lease, transfer, import, export, alternative minimum, estimated or other tax (including any fee, assessment, or other charge in the nature of or in lieu of any tax), imposed by any Governmental Entity or political subdivision thereof, and any interest, penalty, additions to tax, or additional amounts in respect of the foregoing.

"Tax Advisor" means a tax counsel or accountant of recognized national standing.

"Tax Attribute" or "Attribute" means a net operating loss, net capital loss, unused investment credit, excess charitable contribution, general business credit, research and development credit or any other Tax Item that could reduce a Tax or create a Tax Benefit.

"Tax Authority" means, with respect to any Tax, the Governmental Entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision.

"Tax Benefit" means any refund, credit, or other reduction in otherwise required liability for Taxes.

"Tax Contest" means an audit, review, examination, or any other administrative or judicial proceeding with the purpose or effect of redetermining Taxes (including any administrative or judicial review of any claim for refund).

"Tax-Free Status" means the qualification of the Separation, [the Debt Exchange] and the Distribution, taken together, (i) as a reorganization described in Sections 355(a) and 368(a)(1)(D) of the Code or in any similar provisions of other applicable Tax Laws, (ii) as a transaction in which the stock distributed thereby is "qualified property" for purposes of Sections 355(d), 355(e) and 361(c) of the Code or in any similar provisions of other applicable Tax Laws and in which the Spinco Securities are "securities" within the meaning of Section 361(a) of the Code or in any similar provisions of other applicable Tax Laws, and (iii) as a transaction in which Parent, Spinco and the shareholders of Parent recognize no income or gain for U.S. federal income tax purposes pursuant to Sections 355, 361 and 1032 of the Code, or in any similar provisions of other applicable Tax Laws, other than, in the case of Parent and Spinco, intercompany items or excess loss accounts taken into account pursuant to the Treasury Regulations promulgated pursuant to Section 1502 of the Code or in any similar provisions of other applicable Tax Laws.

"Tax Item" means, with respect to any Tax, any item of income, gain, loss, deduction, or credit.

"Tax Law" means the law of any Governmental Entity or political subdivision thereof relating to any Tax.

"Tax Opinions/Rulings" means the opinions of Tax Advisors and/or the rulings by the IRS or other Tax Authorities received by Parent in connection with the Separation, [Debt Exchange] and/or the Distribution.

"Tax Period" means, with respect to any Tax, the period for which the Tax is reported as provided under the Code or other applicable Tax Law.

"Tax-Related Losses" means (i) all Taxes (including interest and penalties thereon) imposed pursuant to any settlement, Final Determination, judgment or otherwise; (ii) all accounting, legal and other professional fees, and court costs incurred in connection with such Taxes, as well as any other out-of-pocket costs incurred in connection with such Taxes; and (iii) all costs, expenses and damages associated with stockholder litigation or controversies and any amount paid by Parent (or any Parent Affiliate) or Spinco (or any Spinco Affiliate) in respect of

the liability of shareholders, whether paid to shareholders or to the IRS or any other Tax Authority, in each case, resulting from the failure of the Separation, [the Debt Exchange] and the Distribution to have Tax-Free Status.

"Tax Return" or **"Return"** means any report of Taxes due, any claim for refund of Taxes paid, any information return with respect to Taxes, or any other similar report, statement, declaration, or document required to be filed under the Code or other Tax Law with respect to Taxes, including any attachments, exhibits, or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

"Treasury Regulations" means the regulations promulgated from time to time under the Code as in effect for the relevant Tax Period.

"Unqualified Tax Opinion" means an unqualified "will" opinion of a Tax Advisor, which Tax Advisor is acceptable to Parent, on which Parent may rely to the effect that a transaction will not affect the Tax-Free Status. Any such opinion must assume that the Separation, [the Debt Exchange] and the Distribution would have qualified for Tax-Free Status if the transaction in question did not occur.

Section 2. Preparation and Filing of Tax Returns.

Section 2.01 Parent's Responsibility. Parent has the exclusive obligation and right to prepare and file, or to cause to be prepared and filed:

- (a) All Joint Returns; and
- (b) Parent Separate Returns.

Section 2.02 Spinco's Responsibility. Spinco shall prepare and file, or shall cause to be prepared and filed, all Tax Returns required to be filed by or with respect to members of the Spinco Group other than those Tax Returns which Parent is required to prepare and file under Section 2.01 or Section 2.03. For the avoidance of doubt, the Tax Returns required to be prepared and filed by Spinco under this Section 2.02 shall include any Spinco Separate Returns.

Section 2.03 Tax Reporting Practices.

(a) *Parent General Rule.* Except as provided in Section 2.03(c), Parent shall prepare any Tax Return which it has the obligation and right to prepare and file, or cause to be prepared and filed, under Section 2.01, in the manner determined in its sole and absolute discretion.

(b) *Spinco General Rule.* Except as provided in Section 2.03(c), with respect to any Tax Return that Spinco has the obligation and right to prepare and file, or cause to be prepared and filed, under Section 2.02 for any Pre-Distribution Period or Tax Period beginning before the Distribution Date and ending after the Distribution Date, such Tax Return shall be prepared in accordance with past practices, accounting methods, elections or conventions ("**Past Practices**") used with respect to the Tax Returns in question (unless there is no reasonable basis for the use of such Past Practices), and to the extent any items are not covered by Past Practices

(or in the event that there is no reasonable basis for the use of such Past Practices), in accordance with reasonable Tax accounting practices selected by Spinco after consultation with Parent.

(c) **Reporting of the Separation, [Debt Exchange] and the Distribution.** The Tax treatment of the Separation, [the Debt Exchange] and the Distribution reported on any Tax Return shall be consistent with the treatment thereof in the Ruling Request and the Tax Opinions/Rulings, taking into account the jurisdiction in which such Tax Returns are filed. Such treatment reported on any Tax Return for which Spinco is the Responsible Party shall be consistent with that on any Tax Return filed or to be filed by Parent or any member of the Parent Group or caused or to be caused to be filed by Parent.

Section 2.04 Consolidated or Combined Tax Returns.. Spinco will elect and join, and will cause its respective Affiliates to elect and join, in filing any Joint Returns that Parent determines are required to be filed or that Parent chooses to file pursuant to Section 2.01(a).

Section 2.05 Right to Review Tax Returns.

(a) **General.** The Responsible Party with respect to any Tax Return shall make the portion of such Tax Return and related workpapers which are relevant to the determination of the other Party's rights or obligations under this Agreement available for review by the other Party, if requested, to the extent (i) such Tax Return relates to Taxes for which the requesting Party would reasonably be expected to be liable, (ii) such Tax Return relates to Taxes and the requesting Party would reasonably be expected to be liable in whole or in part for any additional Taxes owing as a result of adjustments to the amount of such Taxes reported on such Tax Return, (iii) such Tax Return relates to Taxes for which the requesting Party would reasonably be expected to have a claim for Tax Benefits under this Agreement, or (iv) the requesting Party reasonably determines that it must inspect such Tax Return to confirm compliance with the terms of this Agreement. The Responsible Party shall (i) use its reasonable best efforts to make such portion of such Tax Return available for review as required under this paragraph sufficiently in advance of the due date for filing of such Tax Return to provide the requesting Party with a meaningful opportunity to analyze and comment on such Tax Return and (ii) use reasonable efforts to have such Tax Return modified before filing, taking into account the Person responsible for payment of the Tax (if any) reported on such Tax Return and whether the amount of Tax liability allocable to the requesting Party with respect to such Tax Return is material. The Parties shall attempt in good faith to resolve any issues arising out of the review of such Tax Return.

Section 2.06 Spinco Carrybacks and Claims for Refund. Spinco hereby agrees that, unless Parent in its sole and absolute discretion consents in writing, (i) no Adjustment Request with respect to any Joint Return shall be filed, and (ii) any available elections to waive the right to claim in any Pre-Distribution Period with respect to any Joint Return any Spinco Carryback arising in a Post-Distribution Period shall be made, and no affirmative election shall be made to claim any such Spinco Carryback.

Section 2.07 Apportionment of Tax Attributes. Parent shall in good faith advise Spinco in writing of the amount, if any, of any Tax Attributes, which Parent determines, in its sole and absolute discretion, shall be allocated or apportioned to the Spinco Group under applicable Law,

provided that this Section 2.07 shall not be construed as obligating Parent to undertake any such determination. Spinco and all members of the Spinco Group shall prepare all Tax Returns in accordance with such written notice. Spinco agrees that it shall not dispute Parent's allocation or apportionment of Tax Attributes. Spinco may request that Parent undertake a determination of the portion, if any, of any particular Tax Attribute to be allocated or apportioned to the Spinco Group under applicable Law; to the extent that Parent determines, in its sole and absolute discretion, not to undertake such determination, or does not otherwise advise Spinco of its intention to undertake such determination within 20 Business Days of the receipt of such request, Spinco shall be permitted to undertake such determination at its own cost and expense and shall notify Parent of its determination, which determination shall not be binding upon Parent. Parent shall provide reasonably timely updates of the allocation of Tax Attributes as it finalizes its Tax Returns and as adjustments, if any, are subsequently made to such Tax Returns.

Section 3. Allocation of Tax Liabilities.

Section 3.01 General Rule.

(a) *Parent Liability.* Parent shall be liable for, and shall indemnify and hold harmless the Spinco Group, from and against any liability for, Taxes, which are allocated to Parent under this Section 3.

(b) *Spinco Liability.* Spinco shall be liable for, and shall indemnify and hold harmless the Parent Group from and against any liability for, Taxes which are allocated to Spinco under this Section 3.

Section 3.02 Allocation of Taxes. Except as provided in Sections 3.04 and 3.05, Taxes shall be allocated as follows:

(a) *Allocation of Taxes Relating to Joint Returns.*

(i) *Allocation to Spinco.* Spinco shall be responsible for any and all Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) which Taxes are attributable to the LDC Business, as determined pursuant to Section 3.03.

(ii) *Allocation to Parent.* Parent shall be responsible for any and all Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) other than those Taxes described in Section 3.02(a)(i).

(b) *Allocation of Taxes Relating to Separate Returns.*

(i) *Allocation to Spinco.* Spinco shall be responsible for any and all Taxes due with respect to or required to be reported on any Spinco Separate Return (including any increase as a result of a Final Determination) for all Tax Periods.

(ii) *Allocation to Parent.* Parent shall be responsible for any and all Taxes due with respect to or required to be reported on any Parent Separate Return (including any increase as a result of a Final Determination) for all Tax Periods.

Section 3.03 Determination of Taxes Attributable to the LDC Business.

(a) *United States Federal Income Tax.* For purposes of Section 3.02, the amount of Federal Income Taxes attributable to the LDC Business for each Pre-Distribution Period shall be as determined by Parent on a pro forma Spinco Group consolidated return prepared:

(i) including the results from operations arising from the LDC Business and the LDC Assets during such period without regard to whether such operations and assets were operated and owned by a member of the Parent Group or the Spinco Group;

(ii) assuming that the members of the Spinco Group were not included in the Parent Affiliated Group;

(iii) including only Tax Items attributable to the LDC Business and LDC Assets or the members of the Spinco Group that were actually included in the relevant Parent Federal Consolidated Income Tax Return;

(iv) except as provided in Section 3.03(a)(vi) hereof, using all elections, accounting methods and conventions used on the Parent Federal Consolidated Income Tax Return for such Tax Period;

(v) applying the highest statutory marginal corporate income Tax rate in effect for such Tax Period; and

(vi) assuming that the Spinco Group elects not to carry back any net operating losses.

(b) *Other Taxes.* The amount of Taxes, other than Federal Income Taxes, attributable to the LDC Business shall be determined by Parent in a manner consistent with the principles set forth in Section 3.03(a).

(c) *Limitation.* The amount of Taxes attributable to the LDC Business and LDC Assets for any Tax Period shall not be less than zero.

Section 3.04 Spinco Liability. Spinco shall, and shall cause the other members of the Spinco Group to indemnify, defend and hold harmless the Parent Indemnitees from and against any liability for:

(a) any Tax resulting from a breach by Spinco of any covenant in this Agreement, the Separation Agreement or any Ancillary Agreement; and

(b) any Tax-Related Losses for which Spinco is responsible pursuant to Section 6.04 of this Agreement.

Section 3.05 Parent Liability. Parent shall, and shall cause the other members of the Parent Group to indemnify, defend and hold harmless Spinco's Indemnitees from and against any liability for:

(a) any Separation Tax;

(b) any Tax resulting from a breach by Parent of any covenant in this Agreement, the Separation Agreement or any Ancillary Agreement; and

(c) any Tax-Related Losses for which Parent is responsible pursuant to Section 6.04 of this Agreement.

Section 4. Tax Payments.

Section 4.01 Payment of Taxes With Respect to Certain Joint Returns. In the case of any Joint Return:

(a) *Computation and Payment of Tax Due.* At least three Business Days prior to any Payment Date for any such Tax Return, Parent shall compute the amount of Tax required to be paid to the applicable Tax Authority with respect to such Tax Return on such Payment Date. Parent shall pay such amount to such Tax Authority on or before such Payment Date.

(b) *Payments as of the Date Hereof.* The Parties acknowledge and agree that Spinco, as of the date hereof, has previously paid to Parent (i) \$[], with respect to Federal Income Taxes allocable to the Spinco Group for the Tax Periods, or portion thereof, beginning January 1, 2013 and (ii) \$[], with respect to all other Taxes allocable to the Spinco Group for the Tax Periods, or portion thereof, beginning January 1, 2013, in each case as determined by Parent in accordance with Section 3.03.

(c) *Computation and Payment of Liability With Respect To Tax Due.* Within 20 Business Days following the earlier of (i) the due date (including extensions) for filing any such Tax Return (excluding any Tax Return with respect to payment of estimated Taxes) or (ii) the date on which such Tax Return is filed, Spinco shall pay to Parent an amount equal to the excess, if any, of (A) the amount allocable to the Spinco Group with respect to such Tax Return under the provisions of Section 3.03 over (B) the amount Spinco previously paid to Parent pursuant to Section 4.01(b) with respect to such Tax Return. Parent shall pay to Spinco an amount equal to the excess, if any, of (A) the amount Spinco previously paid to Parent pursuant to Section 4.01(b) with respect to such Tax Return over (B) the amount allocable to the Spinco Group with respect to such Tax Return under the provisions of Section 3.03. Any payments required under this Section 4.01(c) shall include interest computed at the Prime Rate plus 2% per annum on the amount of the payment based on the number of days from the earlier of (i) the due date of the Tax Return (including extensions) and (ii) the date on which such Tax Return is filed, to the date of payment. For the avoidance of doubt, for purposes of this Section 4, the amount of Taxes attributable to the LDC Business and LDC Assets for any Tax Period shall not be less than

zero, and all payments to Spinco for Tax refunds or Tax Benefits attributable to the LDC Business or LDC Assets shall be governed exclusively by Section 5.

(d) *Adjustments Resulting in Underpayments.* In the case of any adjustment pursuant to a Final Determination with respect to any such Tax Return, Parent shall pay to the applicable Tax Authority when due any additional Tax due with respect to such Tax Return required to be paid as a result of such adjustment pursuant to a Final Determination. Parent shall compute the amount attributable to the Spinco Group in accordance with Section 3.03, and Spinco shall pay such amount to Parent within 20 Business Days from the later of (i) the date the additional Tax was paid by Parent or (ii) the date of receipt of a written notice and demand from Parent for payment of the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. Any payments required under this Section 4.01(d) shall include interest computed at the Prime Rate plus 2% per annum based on the number of days from the date the additional Tax was paid by Parent to the date of the payment under this Section 4.01(d).

Section 4.02 Payment of Separate Party Taxes. Each Party shall pay, or shall cause to be paid, to the applicable Tax Authority when due all Taxes owed by such Party or a member of such Party's Group with respect to a Separate Return.

Section 4.03 Indemnification Payments.

(a) If any Party (the "**Payor**") is required under applicable Tax Law to pay to a Tax Authority a Tax that another Party (the "**Required Party**") is liable for under this Agreement, the Required Party shall reimburse the Payor within 20 Business Days of delivery by the Payor to the Required Party of an invoice for the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. The reimbursement shall include interest on the Tax payment computed at the Prime Rate plus 2% per annum based on the number of days from the date of the payment to the Tax Authority to the date of reimbursement under this Section 4.03.

(b) All indemnification payments under this Agreement shall be made by Parent directly to Spinco and by Spinco directly to Parent; provided, however, that if the Parties mutually agree with respect to any such indemnification payment, any member of the Parent Group, on the one hand, may make such indemnification payment to any member of the Spinco Group, on the other hand, and vice versa. All indemnification payments shall be treated in the manner described in Section 12.

Section 5. Tax Refunds and Tax Benefits.

Section 5.01 Tax Refunds. Parent shall be entitled to any refund (and any interest thereon received from the applicable Tax Authority) of Taxes for which Parent is liable hereunder, Spinco shall be entitled to any refund (and any interest thereon received from the applicable Tax Authority) of Taxes for which Spinco is liable hereunder, and a Party receiving a refund to which another Party is entitled hereunder shall pay over such refund to such other Party within 20 Business Days after such refund is received (together with interest computed at the

Prime Rate plus 2% per annum based on the number of days from the date the refund was received to the date the refund was paid over).

Section 5.02 Tax Benefits. Notwithstanding Section 3.03(c), and without duplication of any amounts payable by Parent to Spinco pursuant to Section 4.01(c) and Section 5.01, if the Spinco Group pro forma consolidated return prepared pursuant to Section 3.03(a) or Section 3.03(b) with respect to the taxable year in which the Distribution occurs shows a net loss (including any creation of or increase in a net loss as a result of a Final Determination), Parent shall pay to Spinco an amount equal to any such losses multiplied by the highest statutory marginal corporate income Tax rate in effect for such Tax period.

Section 6. Tax-Free Status.

Section 6.01 Restrictions on Spinco.

(a) Spinco agrees that it will not take or fail to take, or permit any Spinco Affiliate, as the case may be, to take or fail to take, any action where such action or failure to act would be inconsistent with or cause to be untrue any statement, information, covenant or representation in any Representation Letters or Tax Opinions/Rulings. Spinco agrees that it will not take or fail to take, or permit any Spinco Affiliate, as the case may be, to take or fail to take, any action which adversely affects or could reasonably be expected to adversely affect the Tax-Free Status of the Separation, [the Debt Exchange] and/or the Distribution.

(b) Spinco agrees that, from the date hereof until the first Business Day after the two-year anniversary of the Distribution Date, it will (i) maintain its status as a company engaged in the Active Trade or Business for purposes of Section 355(b)(2) of the Code, (ii) not engage in any transaction that would result in it ceasing to be a company engaged in the Active Trade or Business for purposes of Section 355(b)(2) of the Code, (iii) cause each Spinco Affiliate whose Active Trade or Business is relied upon in the Tax Opinions/Rulings for purposes of qualifying a transaction as tax-free pursuant to Section 355 of the Code or other Tax Law, if any, to maintain its status as a company engaged in such Active Trade or Business for purposes of Section 355(b)(2) of the Code and any such other applicable Tax Law, (iv) not engage in any transaction or permit a Spinco Affiliate to engage in any transaction that would result in a Spinco Affiliate described in clause (iii) hereof, if any, ceasing to be a company engaged in the relevant Active Trade or Business for purposes of Section 355(b)(2) or such other applicable Tax Law, taking into account Section 355(b)(3) of the Code for purposes of clauses (i) through (iv) hereof, and (v) not dispose of or permit a Spinco Affiliate to dispose of, directly or indirectly, any interest in a Spinco Affiliate described in clause (iii) hereof, if any, or permit any such Spinco Affiliate, if any, to make or revoke any election under Treasury Regulation Section 301.7701-3.

(c) Spinco agrees that, from the date hereof until the first Business Day after the two-year anniversary of the Distribution Date, it will not and will not permit any Spinco Affiliate described in clause (iii) of Section 6.01(b), if any, to (i) enter into any Proposed Acquisition Transaction or, to the extent Spinco has the right to prohibit any Proposed Acquisition Transaction, permit any Proposed Acquisition Transaction to occur (whether by (a) redeeming rights under a shareholder rights plan, (b) finding a tender offer to be a "permitted offer" under any such plan or otherwise causing any such plan to be inapplicable or neutralized

with respect to any Proposed Acquisition Transaction, (c) approving any Proposed Acquisition Transaction, whether for purposes of any corporate statute similar to Section 203 of the Delaware General Corporation Law, any "fair price" or other provision of Spinco's charter or bylaws, (d) amending its certificate of incorporation to declassify its Board of Directors or approving any such amendment, or otherwise), (ii) merge or consolidate with any other Person or liquidate or partially liquidate, (iii) in a single transaction or series of transactions sell or transfer (other than sales or transfers of inventory in the ordinary course of business) all or substantially all of the assets that were transferred to Spinco pursuant to the Separation or sell or transfer 25% or more of the gross assets of any Active Trade or Business or 25% or more of the consolidated gross assets of Spinco and its Affiliates (such percentages to be measured based on fair market value as of the Distribution Date), (iv) redeem or otherwise repurchase (directly or through a Spinco Affiliate) any Spinco Capital Stock, or rights to acquire stock, except to the extent such repurchases satisfy Section 4.05(1)(b) of Revenue Procedure 96-30 (as in effect prior to the amendment of such Revenue Procedure by Revenue Procedure 2003-48), (v) amend its certificate of incorporation (or other organizational documents), or take any other action, whether through a stockholder vote or otherwise, affecting the voting rights of Spinco Capital Stock (including, without limitation, through the conversion of one class of Spinco Capital Stock into another class of Spinco Capital Stock) or (vi) take any other action or actions (including any action or transaction that would be reasonably likely to be inconsistent with any representation made in the Representation Letters or the Tax Opinions/Rulings) which in the aggregate (and taking into account any other transactions described in this subparagraph (c)) would be reasonably likely to have the effect of causing or permitting one or more persons (whether or not acting in concert) to acquire directly or indirectly stock representing a Fifty-Percent or Greater Interest in Spinco or otherwise jeopardize the Tax-Free Status, *unless* prior to taking any such action set forth in the foregoing clauses (i) through (vi), (A) Spinco shall have requested that Parent obtain a Ruling in accordance with Section 6.03(b) and (d) of this Agreement to the effect that such transaction will not affect the Tax-Free Status and Parent shall have received such a Ruling in form and substance satisfactory to Parent in its sole and absolute discretion, or (B) Spinco shall provide Parent with an Unqualified Tax Opinion in form and substance satisfactory to Parent in its sole and absolute discretion (and in determining whether an opinion is satisfactory, Parent may consider, among other factors, the appropriateness of any underlying assumptions and management's representations if used as a basis for the opinion and Parent may determine that no opinion would be acceptable to Parent) or (C) Parent shall have waived the requirement to obtain such Ruling or Unqualified Tax Opinion.

(d) *Certain Issuances of Spinco Capital Stock.* If Spinco proposes to enter into any Section 6.01(d) Acquisition Transaction or, to the extent Spinco has the right to prohibit any Section 6.01(d) Acquisition Transaction, proposes to permit any Section 6.01(d) Acquisition Transaction to occur, in each case, during the period from the date hereof until the first Business Day after the two-year anniversary of the final Distribution Date, Spinco shall provide Parent, no later than ten Business Days following the signing of any written agreement with respect to the Section 6.01(d) Acquisition Transaction, with a written description of such transaction (including the type and amount of Spinco Capital Stock to be issued in such transaction) and a certificate of the Board of Directors of Spinco to the effect that the Section 6.01(d) Acquisition Transaction is not a Proposed Acquisition Transaction or any other transaction to which the requirements of Section 6.01(c) apply (a "**Board Certificate**").

(e) *Spinco Internal Restructuring.* Spinco shall not engage in, cause or permit any internal restructuring (including by making or revoking any election under Treasury Regulation Section 301.7701-3) involving a member of the Spinco Group or any of the assets directly or indirectly contributed to Spinco as described in the Separation Agreement apart from sales in the ordinary course of business (any such action, an "**Internal Restructuring**") during or with respect to any Pre-Distribution Period without obtaining the prior written consent of Parent. Spinco shall provide written notice to Parent describing any Internal Restructuring proposed to be taken during or with respect to any Post-Distribution Period ending on or prior to the two-year anniversary of the Distribution Date, and shall consult with Parent regarding any such proposed actions reasonably in advance of taking any such proposed actions and shall consider in good faith any comments from Parent relating thereto.

(f) *Spinco Securities.* Spinco shall not, directly or indirectly, (i) pre-pay, pay down, redeem, retire or otherwise acquire, however effected including pursuant to the terms thereof, any of the Spinco Securities prior to their stated maturity (or permit any member of the Spinco Group to take any such action), or (ii) take or permit to be taken any action at any time, including, without limitation, any modification to the terms of the Spinco Securities that could jeopardize, directly or indirectly, the qualification, in whole or part, of any of the Spinco Securities as "securities" within the meaning of Section 361(a) of the Code (or permit any member of the Spinco Group to take or permit to be taken any such action), *unless* prior to taking any such action set forth in the foregoing clauses (i) or (ii), (A) Spinco shall have requested that Parent obtain a Ruling in accordance with Section 6.03(b) and (d) of this Agreement to the effect that such transaction will not affect the Tax-Free Status and Parent shall have received such a Ruling in form and substance satisfactory to Parent in its sole and absolute discretion, (B) Spinco shall provide Parent with an Unqualified Tax Opinion in form and substance satisfactory to Parent in its sole and absolute discretion (and in determining whether an opinion is satisfactory, Parent may consider, among other factors, the appropriateness of any underlying assumptions and management's representations if used as a basis for the opinion and Parent may determine that no opinion would be acceptable to Parent) or (C) Parent shall have waived the requirement to obtain such Ruling or Unqualified Tax Opinion. Notwithstanding the foregoing, and subject to and without limiting or modifying Spinco's indemnification obligations under Section 6.04, Spinco or a Spinco Affiliate may take, cause to be taken, or permit to be taken an action described in this Section 6.01(f) if failure to take such action would violate the terms of the Spinco Securities or any of the documents entered into in connection therewith (a "**Required Action**").

Section 6.02 Restrictions on Parent. Parent agrees that it will not take or fail to take, or permit any Parent Affiliate, as the case may be, to take or fail to take, any action (i) where such action or failure to act would be inconsistent with or cause to be untrue any statement, information, covenant or representation in any Representation Letters or Tax Opinions/Rulings, or (ii) which adversely affects or could reasonably be expected to adversely affect the Tax-Free Status of the Separation, [the Debt Exchange] and the Distribution; provided, however, that this Section 6.02 shall not be construed as obligating Parent to consummate the Distribution [or the Debt Exchange], nor shall it be construed as preventing Parent from terminating the Separation Agreement pursuant to Section 11.11 thereof or from terminating this Agreement pursuant to Section 16.16 hereof.

Section 6.03 Procedures Regarding Opinions and Rulings

(a) If Spinco notifies Parent that it desires to take one of the actions described in clauses (i) through (vi) of Section 6.01(c) or clause (i) or (ii) of Section 6.01(f) (a "**Notified Action**"), Parent and Spinco shall, subject to Section 6.03(b), reasonably cooperate to attempt to obtain the Ruling or Unqualified Tax Opinion referred to in Section 6.01(c) or (f), unless Parent shall have waived the requirement to obtain such Ruling or Unqualified Tax Opinion.

(b) *Rulings or Unqualified Tax Opinions at Spinco's Request.* Parent agrees that at the reasonable request of Spinco pursuant to Section 6.01(c) or (f), Parent shall cooperate with Spinco and use its reasonable best efforts to seek to obtain, as expeditiously as possible, a Ruling from the IRS or an Unqualified Tax Opinion for the purpose of permitting Spinco to take the Notified Action; provided that, notwithstanding anything to the contrary herein, Parent shall not be required to seek a Ruling from the IRS if it reasonably determines that it is unlikely to obtain such a Ruling or that seeking such a Ruling could result in adverse Tax consequences to Parent. Further, in no event shall Parent be required to file any Ruling Request under this Section 6.03(b) unless Spinco represents that (A) it has read the Ruling Request, and (B) all information and representations, if any, relating to any member of the Spinco Group, contained in the Ruling Request documents are (subject to any qualifications therein) true, correct and complete. Spinco shall reimburse Parent for all reasonable costs and expenses, including expenses relating to the utilization of Parent personnel, incurred by the Parent Group in obtaining a Ruling or Unqualified Tax Opinion requested by Spinco within ten Business Days after receiving an invoice from Parent therefor.

(c) *Rulings or Unqualified Tax Opinions at Parent's Request.* Parent shall have the right to obtain a Ruling or an Unqualified Tax Opinion at any time in its sole and absolute discretion. If Parent determines to obtain a Ruling or an Unqualified Tax Opinion, Spinco shall (and shall cause each Affiliate of Spinco to) cooperate with Parent and take any and all actions reasonably requested by Parent in connection with obtaining the Ruling or Unqualified Tax Opinion (including, without limitation, by making any representation or covenant or providing any materials or information requested by the IRS or Tax Advisor; provided that Spinco shall not be required to make (or cause any Affiliate of Spinco to make) any representation or covenant that is inconsistent with historical facts or as to future matters or events over which it has no control). Parent shall reimburse Spinco for all reasonable costs and expenses, including expenses relating to the utilization of Spinco personnel, incurred by the Spinco Group in connection with such cooperation within ten Business Days after receiving an invoice from Spinco therefor.

(d) Spinco hereby agrees that Parent shall have sole and exclusive control over the process of obtaining any Ruling, and that only Parent shall apply for a Ruling. In connection with obtaining a Ruling pursuant to Section 6.03(b), (A) Parent shall keep Spinco informed in a timely manner of all material actions taken or proposed to be taken by Parent in connection therewith; (B) Parent shall (1) reasonably in advance of the submission of any Ruling Request documents provide Spinco with a draft copy thereof, (2) reasonably consider Spinco's comments on such draft copy, and (3) provide Spinco with a final copy; and (C) Parent shall provide Spinco with notice reasonably in advance of, and Spinco shall have the right to attend, any formally scheduled meetings with the IRS (subject to the approval of the IRS) that relate to

such Ruling. Neither Spinco nor any Spinco Affiliate directly or indirectly controlled by Spinco shall seek any guidance from the IRS or any other Tax Authority (whether written, verbal or otherwise) at any time concerning the Separation, [the Debt Exchange] or the Distribution (including the impact of any transaction on the Separation, [the Debt Exchange] or the Distribution).

Section 6.04 Liability for Tax-Related Losses.

(a) Notwithstanding anything in this Agreement or the Separation Agreement to the contrary (and in each case regardless of whether a Ruling, Unqualified Tax Opinion or waiver described in clause (A), (B) or (C) of Section 6.01(c) or a Ruling, Unqualified Tax Opinion or waiver described in clause (A), (B) or (C) of Section 6.01(f) may have been provided, and regardless of whether an action may be a Required Action), Spinco shall be responsible for, and shall indemnify and hold harmless Parent and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of any Tax-Related Losses that are attributable to or result from any one or more of the following: (A) the acquisition (other than pursuant to the Separation or the Distribution) of all or a portion of Spinco's Capital Stock and/or its or its subsidiaries' assets by any means whatsoever by any Person, (B) any negotiations, understandings, agreements or arrangements by Spinco with respect to transactions or events (including, without limitation, stock issuances, pursuant to the exercise of stock options or otherwise, option grants, capital contributions or acquisitions, or a series of such transactions or events) that cause the Distribution to be treated as part of a plan pursuant to which one or more Persons acquire directly or indirectly stock of Spinco representing a Fifty-Percent or Greater Interest therein, (C) any action or failure to act by Spinco after the Distribution (including, without limitation, any amendment to Spinco's certificate of incorporation (or other organizational documents), whether through a stockholder vote or otherwise) affecting the voting rights of Spinco Capital Stock (including, without limitation, through the conversion of one class of Spinco Capital Stock into another class of Spinco Capital Stock), (D) any act or failure to act by Spinco or any Spinco Affiliate described in Section 6.01 (regardless of whether such act or failure to act may be a Required Action or may be covered by a Ruling, Unqualified Tax Opinion or waiver described in clause (A), (B) or (C) of Section 6.01(c), a Board Certificate described in Section 6.01(d), a consent described in Section 6.01(e), or a Ruling, Unqualified Tax Opinion or waiver described in clause (A), (B) or (C) of Section 6.01(f)) or (E) any breach by Spinco of its agreement and representation set forth in Section 6.01(a) or Section 6.01(b).

(b) Notwithstanding anything in this Agreement or the Separation Agreement to the contrary, Parent shall be responsible for, and shall indemnify and hold harmless Spinco and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of any Tax-Related Losses that are attributable to, or result from any one or more of the following: (A) the acquisition (other than pursuant to the Separation or the Distribution) of all or a portion of Parent's stock and/or its assets by any means whatsoever by any Person, (B) any negotiations, agreements or arrangements by Parent with respect to transactions or events (including, without limitation, stock issuances, pursuant to the exercise of stock options or otherwise, option grants, capital contributions or acquisitions, or a series of such transactions or events) that cause the Distribution to be treated as part of a plan pursuant to which one or more Persons acquire directly or indirectly stock of Parent representing a Fifty-

Percent or Greater Interest therein, (C) any act or failure to act by Parent or a member of the Parent Group described in Section 6.02 or any breach by Parent of its agreement and representation set forth in Section 6.02.

(c) For purposes of calculating the amount and timing of any Tax-Related Loss for which Spinco is responsible under this Section 6.04, Tax-Related Losses shall be calculated by assuming that Parent, the Parent Affiliated Group and each member of the Parent Group (I) pay Tax at the highest marginal corporate Tax rates in effect in each relevant taxable year and (II) have no Tax Attributes in any relevant taxable year.

(d) Spinco shall pay Parent the amount of any Tax-Related Losses for which Spinco is responsible under this Section 6.04: (A) in the case of Tax-Related Losses described in clause (i) of the definition of Tax-Related Losses no later than two Business Days prior to the date Parent pays such Tax-Related Losses, and (B) in the case of Tax-Related Losses described in clause (ii) or (iii) of the definition of Tax-Related Losses, no later than two Business Days after the date Parent pays such Tax-Related Losses. Parent shall pay Spinco the amount of any Tax-Related Losses for which Parent is responsible under Section 6.04: (A) in the case of Tax-Related Losses described in clause (i) of the definition of Tax-Related Losses no later than two Business Days prior to the date Spinco pays such Tax-Related Losses, and (B) in the case of Tax-Related Losses described in clause (ii) or (iii) of the definition of Tax-Related Losses, no later than two Business Days after the date Spinco pays such Tax-Related Losses.

Section 7. Assistance and Cooperation.

Section 7.01 Assistance and Cooperation.

(a) The Parties shall cooperate (and cause their respective Affiliates to cooperate) with each other and with each other's agents, including accounting firms and legal counsel, in connection with Tax matters relating to the Parties and their Affiliates including (i) preparation and filing of Tax Returns, (ii) determining the liability for and amount of any Taxes due (including estimated Taxes) or the right to and amount of any refund of Taxes, (iii) examinations of Tax Returns, and (iv) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed. Such cooperation shall include making all information and documents in their possession relating to the other Party and its Affiliates available to such other Party as provided in Section 8. Each of the Parties shall also make available to the other, as reasonably requested and available, personnel (including officers, directors, employees and agents of the Parties or their respective Affiliates) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes. Spinco shall cooperate with Parent and take any and all actions reasonably requested by Parent in connection with obtaining the Tax Opinions/Rulings (including, without limitation, by making any new representation or covenant, confirming any previously made representation or covenant or providing any materials or information requested by any Tax Advisor or Tax Authority; provided that Spinco shall not be required to make or confirm any representation or covenant that is inconsistent with historical facts or as to future matters or events over which it has no control).

(b) Any information or documents provided under this Section 7 or Section 8 shall be kept confidential by the Party receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any administrative or judicial proceedings relating to Taxes. Notwithstanding any other provision of this Agreement or any other agreement, (i) neither Parent nor any Parent Affiliate shall be required to provide Spinco or any Spinco Affiliate or any other Person access to or copies of any information, documents or procedures (including the proceedings of any Tax Contest) other than information, documents or procedures that relate to Spinco, the business or assets of Spinco or any Spinco Affiliate and (ii) in no event shall Parent or any Parent Affiliate be required to provide Spinco, any Spinco Affiliate or any other Person access to or copies of any information or documents if such action could reasonably be expected to result in the waiver of any Privilege. In addition, in the event that Parent determines that the provision of any information or documents to Spinco or any Spinco Affiliate could be commercially detrimental, violate any law or agreement or waive any Privilege, the Parties shall use reasonable best efforts to permit compliance with its obligations under this Section 7 in a manner that avoids any such harm or consequence.

Section 7.02 Tax Return Information. Spinco and Parent acknowledge that time is of the essence in relation to any request for information, assistance or cooperation made by Parent or Spinco pursuant to Section 7.01 or this Section 7.02. Spinco and Parent acknowledge that failure to conform to the reasonable deadlines set by Parent or Spinco could cause irreparable harm. Each Party shall provide to the other Party information and documents relating to its Group required by the other Party to prepare Tax Returns, including, but not limited to, any pro forma returns required by Parent for purposes of preparing Joint Returns. Any information or documents the Responsible Party requires to prepare such Tax Returns shall be provided in such form as the Responsible Party reasonably requests and at or prior to the time reasonably specified by the Responsible Party so as to enable the Responsible Party to file such Tax Returns on a timely basis.

Section 7.03 Reliance by Parent. If any member of the Spinco Group supplies information to a member of the Parent Group in connection with a Tax liability and an officer of a member of the Parent Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the Parent Group identifying the information being so relied upon, the chief financial officer of Spinco (or any officer of Spinco as designated by the chief financial officer of Spinco) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete.

Section 7.04 Reliance by Spinco. If any member of the Parent Group supplies information to a member of the Spinco Group in connection with a Tax liability and an officer of a member of the Spinco Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the Spinco Group identifying the information being so relied upon, the chief financial officer of Parent (or any officer of Parent as designated by the chief financial officer of Parent) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete.

Section 8. Tax Records.

Section 8.01 Tax Records. Each Party shall preserve and keep, and shall cause their respective Affiliates to preserve and keep, all Tax Records that are in their possession, and that could affect the liability of any member of the other Group for Taxes, for so long as the contents thereof may become material in the administration of any matter under the Code or other applicable Tax Law, but, in any event, until the later of (i) the expiration of any applicable statutes of limitations, or (ii) seven years after the Distribution Date (such later date, the "**Retention Date**"). After the Retention Date, each Party may, and may allow its respective Affiliates to, dispose of such Tax Records upon 60 Business Days' prior written notice to the other Party. If, prior to the Retention Date, (a) a Party reasonably determines that any Tax Records which it, or any of its Affiliates, would otherwise be required to preserve and keep under this Section 8.01 are no longer material in the administration of any matter under the Code or other applicable Tax Law and the other Party agrees, then such first Party, or the applicable Affiliate, may dispose of such Tax Records upon 60 Business Days' prior notice to the other Party. Any notice of an intent to dispose given pursuant to this Section 8.01 shall include a list of the Tax Records to be disposed of describing in reasonable detail each file, book, or other record accumulation being disposed. The notified Party shall have the opportunity, at its cost and expense, to copy or remove, within such 60 Business Day period, all or any part of such Tax Records. If, at any time prior to the Retention Date, Spinco determines to decommission or otherwise discontinue any computer program or information technology system used to access or store any Tax Records, then Spinco may decommission or discontinue such program or system upon 90 days' prior notice to Parent and Parent shall have the opportunity, at its cost and expense, to copy, within such 60 Business Day period, all or any part of the underlying data relating to the Tax Records accessed by or stored on such program or system.

Section 8.02 Access to Tax Records. The Parties and their respective Affiliates shall make available to each other for inspection and copying during normal business hours upon reasonable notice all Tax Records (and, for the avoidance of doubt, any pertinent underlying data accessed or stored on any computer program or information technology system) in their possession and shall permit the other Party and its Affiliates, authorized agents and representatives and any representative of a Taxing Authority or other Tax auditor direct access, at the cost and expense of such other Party, during normal business hours upon reasonable notice to any computer program or information technology system used to access or store any Tax Records, in each case to the extent reasonably required by the other Party in connection with the preparation of Tax Returns or financial accounting statements, audits, litigation, or the resolution of items under this Agreement.

Section 8.03 Preservation of Privilege. No member of the Spinco Group shall provide access to, copies of, or otherwise disclose to any Person any documentation relating to Taxes existing prior to the Distribution Date to which Privilege may reasonably be asserted without the prior written consent of Parent, such consent not to be unreasonably withheld.

Section 9. Tax Contests.

Section 9.01 Notice. Each of the Parties shall provide prompt notice to the other Party of any written communication from a Tax Authority regarding any pending Tax Contest of

which it becomes aware related to Taxes for Tax Periods for which it is indemnified by the other Party hereunder or for which it may be required to indemnify the other Party hereunder. Such notice shall attach copies of the pertinent portion of any written communication from a Tax Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Tax Authority in respect of any such matters. If an indemnified Party has knowledge of an asserted Tax liability with respect to a matter for which it is to be indemnified hereunder and such Party fails to give the indemnifying Party prompt notice of such asserted Tax liability and the indemnifying Party is entitled under this Agreement to contest the asserted Tax liability, then (i) if the indemnifying Party is precluded from contesting the asserted Tax liability in any forum as a result of the failure to give prompt notice, the indemnifying Party shall have no obligation to indemnify the indemnified Party for any Taxes arising out of such asserted Tax liability, and (ii) if the indemnifying Party is not precluded from contesting the asserted Tax liability in any forum, but such failure to give prompt notice results in a material monetary detriment to the indemnifying Party, then any amount which the indemnifying Party is otherwise required to pay the indemnified Party pursuant to this Agreement shall be reduced by the amount of such detriment.

Section 9.02 Control of Tax Contests.

(a) *Separate Returns.* In the case of any Tax Contest with respect to any Separate Return, the Party having liability for the Tax pursuant to Section 3 hereof shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability, subject to Sections 9.02(c) and (d) below.

(b) *Joint Returns.* In the case of any Tax Contest with respect to any Joint Return, Parent shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability, subject to Sections 9.02(c) and (d) below.

(c) *Settlement Rights.* The Controlling Party shall have the sole right to contest, litigate, compromise and settle any Tax Contest without obtaining the prior consent of the Non-Controlling Party. Unless waived by the Parties in writing, in connection with any potential adjustment in a Tax Contest as a result of which adjustment the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement: (i) the Controlling Party shall keep the Non-Controlling Party informed in a timely manner of all actions taken or proposed to be taken by the Controlling Party with respect to such potential adjustment in such Tax Contest; (ii) the Controlling Party shall timely provide the Non-Controlling Party copies of any written materials relating to such potential adjustment in such Tax Contest received from any Tax Authority; (iii) the Controlling Party shall timely provide the Non-Controlling Party with copies of any correspondence or filings submitted to any Tax Authority or judicial authority in connection with such potential adjustment in such Tax Contest; (iv) the Controlling Party shall consult with the Non-Controlling Party and offer the Non-Controlling Party a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such potential adjustment in such Tax Contest; and (v) the Controlling Party shall defend such Tax Contest diligently and in good faith. The failure of the Controlling Party to take any action specified in the preceding sentence with respect to the Non-Controlling Party shall not relieve the Non-

Controlling Party of any liability and/or obligation which it may have to the Controlling Party under this Agreement except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party. In the case of any Tax Contest described in Section 9.02(a) or (b), "**Controlling Party**" means the Party entitled to control the Tax Contest under such Section and "**Non-Controlling Party**" means the other Party.

(d) *Tax Contest Participation.* Unless waived by the Parties in writing, the Controlling Party shall provide the Non-Controlling Party with written notice reasonably in advance of, and the Non-Controlling Party shall have the right to attend, any formally scheduled meetings with Tax Authorities or hearings or proceedings before any judicial authorities in connection with any potential adjustment in a Tax Contest pursuant to which the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement. The failure of the Controlling Party to provide any notice specified in this Section 9.02(d) to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability and/or obligation which it may have to the Controlling Party under this Agreement except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party.

(e) *Power of Attorney.* Each member of the Spinco Group shall execute and deliver to Parent (or such member of the Parent Group as Parent shall designate) any power of attorney or other similar document reasonably requested by Parent (or such designee) in connection with any Tax Contest (as to which Parent is the Controlling Party) described in this Section 9. Each member of the Parent Group shall execute and deliver to Spinco (or such member of the Spinco Group as Spinco shall designate) any power of attorney or other similar document requested by Spinco (or such designee) in connection with any Tax Contest (as to which Spinco is the Controlling Party) described in this Section 9.

Section 10. Effective Date. This Agreement shall be effective as of the date hereof (the "Effective Date").

Section 11. Survival of Obligations. The representations, warranties, covenants and agreements set forth in this Agreement shall be unconditional and absolute and shall remain in effect without limitation as to time.

Section 12. Treatment of Payments. In the absence of any change in Tax treatment under the Code or except as otherwise required by other applicable Tax Law, any Tax indemnity payments made by a Party under this Agreement shall be reported for Tax purposes by the payor and the recipient as distributions or capital contributions, as appropriate, occurring immediately before the Distribution (but only to the extent the payment does not relate to a Tax allocated to the payor in accordance with Section 1552 of the Code or the regulations thereunder or Treasury Regulation Section 1.1502-33(d) (or under corresponding principles of other applicable Tax Laws)) or as payments of an assumed or retained liability. Any Tax indemnity payment made by a Party under this Agreement shall be increased as necessary so that after making all payments in respect of Taxes imposed on or attributable to such indemnity payment, the recipient Party receives an amount equal to the sum it would have received had no such Taxes been imposed; provided that a payment of interest shall be treated as reasonably determined by Parent.

Section 13. Disagreements.

Section 13.01 Discussion. The Parties will use commercially reasonable efforts, and they will cause their respective Group members to use commercially reasonable efforts, to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "**Dispute**") between any member of the Parent Group and any member of the Spinco Group as to the interpretation of any provision of this Agreement or the performance of obligations hereunder, the Tax departments of the Parties shall negotiate in good faith to resolve the Dispute. If such good faith negotiations do not resolve the Dispute, then the matter, upon written request of either Party, will be referred to the persons at each Party holding the title of General Counsel (or such other chief legal officer at such Party) for resolution. If such Dispute is not resolved within ninety (90) Business Days following the date on which the senior managers receive notification, the Parties to such Dispute shall each separately retain an independent, nationally recognized law or accounting firm (each, a "**Preliminary Tax Advisor**" and, together, the "**Preliminary Tax Advisors**"), which Preliminary Tax Advisors shall jointly select a Tax Advisor on behalf of the Parties to the Dispute to act as an arbitrator in order to resolve the Dispute. The Tax Advisor may, in its discretion, obtain the services of any third-party appraiser, accounting firm or consultant that the Tax Advisor deems necessary to assist it in resolving such disagreement. The Tax Advisor shall furnish written notice to the Parties of its resolution of any such Dispute as soon as practical, but in any event no later than 60 Business Days after its acceptance of the matter for resolution. Any such resolution by the Tax Advisor will be conclusive and binding on the Parties. Following receipt of the Tax Advisor's written notice to the Parties of its resolution of the Dispute, the Parties shall each take or cause to be taken any action necessary to implement such resolution of the Tax Advisor. All fees and expenses of the Preliminary Tax Advisor shall be borne by the

Party that engaged such advisor and all of the fees and expenses of the Tax Advisor shall be shared equally by each of the Parties to the Dispute.

Section 13.02 Injunctive Relief. Nothing in this Section 13 will prevent either Party from seeking injunctive relief if any delay resulting from the efforts to resolve the Dispute through the process set forth above could result in serious and irreparable injury to either Party. Notwithstanding anything to the contrary in this Agreement, Parent and Spinco are the only members of their respective Groups entitled to commence a dispute resolution procedure under this Agreement, and each of Parent and Spinco will cause its respective Group members not to commence any dispute resolution procedure other than through such Party as provided in this Section 13.

Section 14. Late Payments. Any amount owed by one Party to another Party under this Agreement which is not paid when due shall bear interest at the Prime Rate plus 2% per annum from the due date of the payment to the date paid.

Section 15. Expenses. Except as otherwise provided in this Agreement, each Party and its Affiliates shall bear their own expenses incurred in connection with preparation of Tax Returns, Tax Contests, and other matters related to Taxes under the provisions of this Agreement.

Section 16. General Provisions.

Section 16.01 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt unless the day of receipt is not a Business Day, in which case it shall be deemed to have been given on the next Business Day) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Party at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 16.01):

To Parent:
ONEOK, Inc.
100 West Fifth Street
Tulsa, OK 74103
Attn: General Counsel
Facsimile: [_____]

To Spinco:
ONE Gas, Inc.
15 E. 5th Street
Tulsa, OK 74103
Attn: General Counsel
Facsimile: [_____]

Section 16.02 Waiver. The failure of any Party to require strict performance by the other Party of any provision in this Agreement will not waive or diminish that Party's right to demand

strict performance thereafter of that or any other provision hereof. Any Consent required or permitted to be given by any Party to the other Party under this Agreement shall be in writing and signed by the Party giving such Consent.

Section 16.03 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and the Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 16.04 Authorization. Each of the Parties hereby represents and warrants that it has the power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly authorized by all necessary corporate action on the part of such Party, that this Agreement constitutes a legal, valid and binding obligation of each such Party and that the execution, delivery and performance of this Agreement by such Party does not contravene or conflict with any provision of Law or of its charter or bylaws or any material agreement, instrument or order binding on such Party.

Section 16.05 Further Action. Each Party shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement, including the execution and delivery to the other Party and its Affiliates and representatives of such powers of attorney or other authorizing documentation as is reasonably necessary or appropriate in connection with Tax Contests (or portions thereof) under the control of such other Party in accordance with Section 9 hereof.

Section 16.06 Integration. This Agreement, including its Exhibits, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, courses of dealing and writings with respect to such subject matter. All such other agreements shall be of no further effect between the Parties, and any rights or obligations existing thereunder shall be fully and finally settled, calculated as of the date hereof. In the event of any inconsistency between this Agreement and the Separation Agreement or any of the Ancillary Agreements, with respect to the subject matter hereof, the provisions of this Agreement shall control.

Section 16.07 Title and Headings. Titles and headings to Sections are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 16.08 Exhibits. The Exhibits attached hereto are incorporated herein by reference and shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

Section 16.09 No Double Recovery. No provision of this Agreement shall be construed to provide an indemnity or other recovery for any costs, damages, or other amounts for which the damaged party has been fully compensated under any other provision of this Agreement or under

any other agreement or action at law or equity. Unless expressly required in this Agreement, a Party shall not be required to exhaust all remedies available under other agreements or at law or equity before recovering under the remedies provided in this Agreement.

Section 16.10 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall be considered one and the same agreement, and, except as otherwise expressly provided in Section 10, shall become effective when one or more such counterparts have been signed by each Party and delivered to each Party. Execution and delivery of this Agreement or any other documents pursuant to this Agreement by facsimile or other electronic means shall be deemed to be, and shall have the same legal effect as, execution by an original signature and delivery in person.

Section 16.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws, and not the Laws governing conflicts of Laws, of the State of Oklahoma.

Section 16.12 Consent to Jurisdiction. Subject to the provisions of Article IX of the Separation Agreement and Section 13 herein, each of the Parties irrevocably submits to the exclusive jurisdiction of (a) the District Court of the State of Oklahoma for Tulsa County, and (b) the United States District Court for the Northern District of Oklahoma, Tulsa Division (the "**Oklahoma Courts**"), for the purposes of any suit or Action. Each of the Parties further agrees that service of any process, summons, notice or document by United States registered mail or receipted courier service to such Party's respective address set forth in Section 16.01 shall be effective service of process for any Action, suit or proceeding in the Oklahoma Courts with respect to any matters to which it has submitted to jurisdiction in this Section 16.12. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any Action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the Oklahoma Courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

Section 16.13 Specific Performance. The Parties agree that irreparable damage would occur in the event that the provisions of this Agreement were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to (i) an injunction or injunctions to enforce specifically the terms and provisions hereof in any Action in accordance with Section 13.02 of this Agreement or Article IX of the Separation Agreement, (ii) provisional or temporary injunctive relief in accordance therewith in any Oklahoma Court, and (iii) enforcement of any such award of an arbitral tribunal or an Oklahoma Court in any court of the United States, or any other any court or tribunal sitting in any state of the United States or in any foreign country that has jurisdiction, this being in addition to any other remedy or relief to which they may be entitled.

Section 16.14 Waiver of Jury Trial. Subject to Article IX of the Separation Agreement and Sections 13, 16.12 and 16.13 herein, each of the Parties hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any court proceeding contemplated by Section 16.12 of this Agreement. Each of

the Parties hereby (a) certifies that no representative, agent or attorney of the other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it has been induced to enter into this Agreement and the transactions contemplated by this Agreement, as applicable, by, among other things, the mutual waivers and certifications in this Section 16.14.

Section 16.15 Amendments. Subject to the terms of Section 16.16, this Agreement may not be modified or amended except by an agreement in writing signed by each Party.

Section 16.16 Certain Termination and Amendment Rights. This Agreement may be terminated and the Distribution may be amended, modified or abandoned at any time prior to the Distribution Date and in the sole discretion of Parent without the approval of Spinco or the stockholders of Parent. In the event of such termination, no Party shall have any Liability of any kind to any other Party or any other Person. After the Distribution Date, this Agreement may not be terminated except by an agreement in writing signed by Parent and Spinco.

Section 16.17 Payment Terms. Except as expressly provided in this Agreement, any amount to be paid or reimbursed by any Party (and/or a member of such Party's Group), on the one hand, to the other Party (and/or a member of such Party's Group), on the other hand, under this Agreement shall be paid or reimbursed hereunder within 30 days after presentation of an invoice or a written demand therefore and setting forth, or accompanied by, reasonable documentation or other reasonable explanation supporting such amount.

Section 16.18 No Circumvention. The Parties agree not to directly or indirectly take any actions, act in concert with any Person who takes an action, or cause or allow any member of such Party's Group to take any actions (including the failure to take a reasonable action) such that the resulting effect is to materially undermine the effectiveness of any provisions of this Agreement.

Section 16.19 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party on and after the Effective Date. The Parties acknowledge that certain actions, agreements and obligations that certain of their Affiliates and Subsidiaries may be required to perform in connection with the performance of the Parties' obligations under this Agreement may require Governmental Approval by Governmental Entities under applicable Law, and therefore agree that performance of such actions, agreements and obligations is subject to the receipt of all such necessary Governmental Approvals, which approvals each Party shall, and shall cause the members of its respective Group to, use its commercially reasonable efforts to obtain.

Section 16.20 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by either Party without the prior written Consent of the other Party, and any attempt to assign any rights or obligations arising under this Agreement without such Consent shall be null and void; provided that a Party may assign this Agreement in connection with a merger transaction in which such Party is not the surviving entity or the sale by such Party of all or substantially all of its Assets; provided that the surviving entity of such merger or the

transferee of such Assets shall agree in writing, reasonably satisfactory to the other Party, to be bound by the terms of this Agreement as if named as a "**Party**" hereto. In addition, in the event that any third Person or "group" (as such term is used in Section 13(d) and 14(d) of the Exchange Act) acquires, including by way of merger, consolidation or other business combination, fifty percent or more of the consolidated assets or voting equity of either Parent or Spinco, such Party, as applicable, shall take all necessary action so that such third Person or group shall become a guarantor of the obligations of Parent or Spinco, as applicable, under this Agreement.

Section 16.21 Successors. Subject to Section 16.20, the provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns (including, but not limited to, any successor of Parent or Spinco succeeding to the Tax Attributes of either under Section 381 of the Code).

Section 16.22 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

ONEOK, INC.

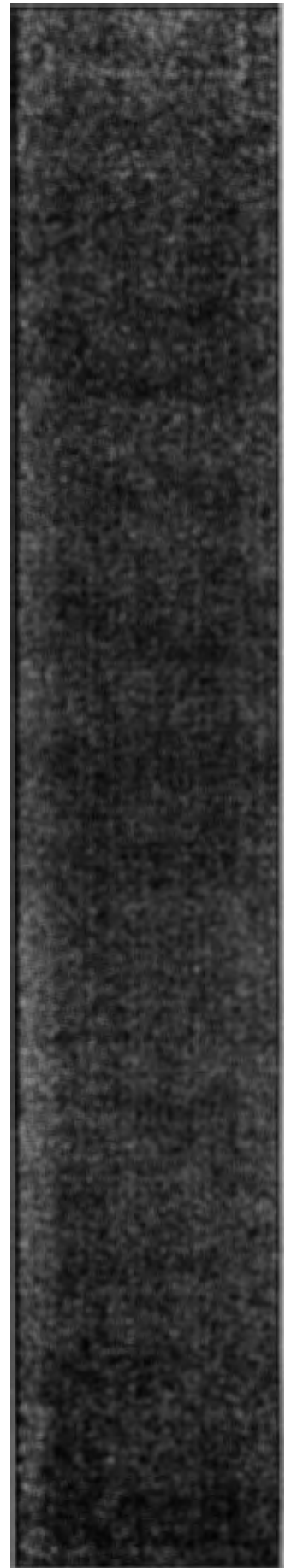
By _____
Name:
Title:
Date:

ONE GAS, INC.

By _____
Name:
Title:
Date:

EXHIBIT 6

**Employee Matters
Agreement**



EMPLOYEE MATTERS AGREEMENT

by and among

ONEOK, INC.,

and

ONE Gas, Inc.

Dates as of [_____], 2014

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EMPLOYEE MATTERS AGREEMENT

EMPLOYEE MATTERS AGREEMENT (this "Agreement"), dated as of [____], 2014, by and among ONEOK, Inc., an Oklahoma corporation ("Parent"), and ONE Gas, Inc., an Oklahoma corporation ("Spinco"). Each of Parent and Spinco is sometimes referred to herein as a "Party" and collectively, as the "Parties".

RECITALS:

WHEREAS, Parent, acting through various divisions and through its direct and indirect Subsidiaries, currently conducts a number of businesses, including (i) the LDC Business and (ii) the Retained Businesses;

WHEREAS, the board of directors of Parent (the "Parent Board") has determined that it is appropriate, desirable and in the best interests of Parent and its stockholders to separate Parent into two independent companies (the "Separation"), one for the LDC Business, which shall be owned and conducted, directly or indirectly, by Spinco, and one for the Retained Businesses, which shall be owned and conducted, directly or indirectly, by Parent;

WHEREAS, to effect this Separation the Parties entered into that certain Separation and Distribution Agreement dated as of even date hereof (as amended or otherwise modified from time to time, the "Separation Agreement"); and

WHEREAS, pursuant to the Separation Agreement, Parent and Spinco have agreed to enter into this Agreement for the purpose of allocating Assets, Liabilities and responsibilities with respect to certain employee compensation and benefit plans and programs between them.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Separation Agreement and the following terms shall have the following meanings:

"1997 VEBA" shall mean the 1997 – ONEOK, Inc. Employees' Retiree Medical Benefit Trust (FEIN: [REDACTED]).

"2005 VEBA" shall mean the 2005 – ONEOK, Inc. Collective Bargaining Unit Employees' Health and Welfare Plan Trust (FEIN: [REDACTED]).

"2006 VEBA" shall mean the 2006 – ONEOK, Inc. Employees' Retiree Medical Benefit Trust II (FEIN: [REDACTED]).

"Benefit Plan" shall mean, with respect to an entity, each plan, program, arrangement, agreement or commitment that is an employment, change in control, severance, consulting, non-competition or deferred compensation agreement, or an executive compensation, incentive bonus or other bonus, employee pension, profit-sharing, savings, retirement, supplemental retirement, stock option, stock purchase, stock appreciation rights, restricted stock, other equity-based compensation, severance pay, salary continuation, life, health, hospitalization, sick leave, vacation pay, disability or accident insurance plan, corporate-owned or key-man life insurance or other employee benefit plan, program, arrangement, agreement or commitment, including any "employee benefit plan" (as defined in Section 3(3) of ERISA), sponsored or maintained by such entity (or to which such entity contributes or is required to contribute).

"COBRA" shall mean the continuation coverage requirements for "group health plans" under Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and as codified in Code Section 4980B and Sections 601 through 608 of ERISA, and the rules and regulations thereunder, all as the same shall be in effect at the time that reference is made thereto.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, and the rules and regulations thereunder, all as the same shall be in effect at the time that reference is made thereto.

"ERISA Affiliate" shall mean with respect to any Person, each business or entity which is a member of a "controlled group of corporations," under "common control" or a member of an "affiliated service group" with such Person within the meaning of Sections 414(b), (c) or (m) of the Code, or required to be aggregated with such Person under Section 414(o) of the Code, or under "common control" with such Person within the meaning of Section 4001(a)(14) of ERISA.

"Former Parent Employee" shall mean any individual (or any beneficiary, dependent, or alternate payee of such individual, as the context requires) who, before the Distribution Date, terminated employment with (or was terminated as an employee of) Parent or its predecessors or any member of the Parent Group and did not commence employment with a member of the Spinco Group as of the Distribution Date; provided, however, that no Former Spinco Employee shall constitute a Former Parent Employee.

"Former Spinco Employee," except as otherwise set forth on Schedule 1.1(a), shall mean any individual (or any beneficiary, dependent, or alternate payee of such individual, as the context requires) (i) who before the Distribution Date, terminated employment with (or was terminated as an employee of) Parent or Spinco or their predecessors or any member of the Parent Group or the Spinco Group, (ii) whose principal employment obligation prior to such termination primarily related to the LDC Business and (iii) who did not commence employment with a member of the Parent Group as of the Distribution Date.

"HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations thereunder, all as the same shall be in effect at the time that reference is

made thereto.

“LDC EMA Liabilities” shall mean all Liabilities assumed or retained by the Spinco Group as provided for in this Agreement, including Section 2.1(b).

“Parent 401(k) Thrift Plan” shall mean the Thrift Plan for Employees of ONEOK, Inc. and Subsidiaries.

“Parent Annual Incentive Plans” shall mean, collectively, the ONEOK, Inc. Annual Officer Incentive Plan and the ONEOK, Inc. Annual Employee Incentive Plan.

“Parent Benefit Plan” shall mean any Benefit Plan sponsored, maintained or contributed to by any member of the Parent Group or any ERISA Affiliate thereof immediately following the Distribution Date.

“Parent Deferred Compensation Plan for Non-Employee Directors” shall mean the ONEOK, Inc. Deferred Compensation Plan for Non-Employee Directors.

“Parent Employee” shall mean an active employee or an employee on vacation or on approved leave of absence (including maternity, paternity, family, sick leave, salary continuation, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, and leave under the Family Medical Leave Act, as amended, and other approved leaves), in either case, of any member of the Parent Group or the Spinco Group immediately prior to the Distribution, other than any such employee who is a Spinco Employee, and shall include any beneficiary, dependent, or alternate payee of such employee, as the context requires.

“Parent Employee Stock Award Program” shall mean the ONEOK, Inc. Employee Stock Award Program.

“Parent Employee Stock Purchase Plan” shall mean the ONEOK, Inc. Employee Stock Purchase Plan.

“Parent Nonqualified Deferred Compensation Plan” shall mean the ONEOK, Inc. 2005 Nonqualified Deferred Compensation Plan.

“Parent Nonqualified Plan Rabbi Trust” shall mean the ONEOK, Inc. Deferred Compensation Plan Trust.

“Parent Participant” shall mean any individual who is a Parent Employee, a Former Parent Employee or a Parent Service Provider.

“Parent Performance Unit” shall mean a phantom stock unit granted by Parent pursuant to a Parent Stock Plan representing a general unsecured promise by Parent to deliver one share of Parent Common Stock or dividend equivalents, if applicable, upon the satisfaction of a performance and service based vesting requirement.

“Parent Pre-2005 Nonqualified Deferred Compensation Plan” shall mean the ONEOK, Inc. Employee Nonqualified Deferred Compensation Plan.

“Parent Pre-2005 Supplemental Executive Retirement Plan” shall mean the ONEOK, Inc. Supplemental Executive Retirement Plan.

“Parent Profit Sharing Plan” shall mean the ONEOK, Inc. Profit Sharing Plan.

“Parent Ratio” shall mean a fraction, the numerator of which is the Pre-Distribution Price of a share of Parent Common Stock and the denominator of which is the Post-Distribution Price of a share of Parent Common Stock.

“Parent Restricted Stock Unit” shall mean (i) a phantom stock unit granted by Parent pursuant to a Parent Stock Plan representing a general unsecured promise by Parent to deliver a share of Parent Common Stock or dividend equivalents, if applicable, upon the satisfaction of a service based vesting requirement, (ii) a phantom stock unit granted by Parent pursuant to the Parent Deferred Compensation Plan for Non-Employee Directors representing a general unsecured promise by Parent to deliver a share of Parent Common Stock or dividend equivalents, if applicable, on the date on which a distribution under the terms of the Parent Deferred Compensation Plan for Non-Employee Directors is to be made, or (iii) a deemed investment in shares of Parent Common Stock under the terms of the Parent Nonqualified Deferred Compensation Plan or the Parent Pre-2005 Nonqualified Deferred Compensation Plan.

“Parent Retirement Plan” shall mean the Retirement Plan for Employees of ONEOK, Inc. and Subsidiaries.

“Parent Service Plans” shall mean, collectively, the Parent Retirement Plan, the Parent 401(k) Thrift Plan, the Parent Profit Sharing Plan and the severance and health and welfare benefit plans maintained by a member of the Parent Group to the extent eligibility for or level of benefits thereunder is dependent upon length of service, including the Parent vacation, health and welfare, sick leave, salary continuation and retiree medical and life programs, if any.

“Parent Service Provider” shall mean any individual (or any beneficiary, dependent, or alternate payee of such individual, as the context requires) providing services to any member of the Parent Group or Spinco Group immediately prior to the Distribution (including any individual who is, or was, an independent contractor, temporary employee, temporary service worker, consultant, freelancer, agency employee, leased employee, on-call worker, incidental worker, or non-payroll worker or in any other employment, non-employment, or retainer arrangement or relationship), other than any such individual who is a Parent Employee, Spinco Employee, or a Spinco Service Provider.

“Parent Stock Plans” shall mean, collectively, the ONEOK, Inc. Long-Term Incentive Plan, the ONEOK, Inc. Equity Compensation Plan, and the ONEOK, Inc. Stock Compensation Plan for Non-Employee Directors.

“Parent Supplemental Executive Retirement Plan” means the ONEOK, Inc. 2005 Supplemental Executive Retirement Plan.

“Participating Company” shall mean Parent or any Person (other than an individual) that is a participating employer in a Parent Benefit Plan.

“Post-Distribution Price,” with respect to a share of common stock, shall mean the average closing price for such common stock trading on the “regular way” basis on the New York Stock Exchange for the five (5) consecutive trading days immediately following the Distribution Date.

“Pre-Distribution Price,” with respect to a share of common stock, shall mean the average closing price for such common stock trading on the “regular way” basis on the New York Stock Exchange for the five (5) consecutive trading days immediately preceding the Distribution Date.

“Retained EMA Liabilities” shall mean all Liabilities assumed or retained by the Parent Group as provided for in this Agreement, including Section 2.1(a).

“SEC” shall mean the United States Securities and Exchange Commission.

“Spinco Benefit Plan” shall mean any Benefit Plan sponsored, maintained or contributed to by any member of the Spinco Group or any ERISA Affiliate thereof immediately following the Distribution.

“Spinco Employee,” except as otherwise set forth on Schedule 1.1(b), shall mean an active employee or an employee on vacation or on approved leave of absence (including maternity, paternity, family, sick leave, salary continuation, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, and leave under the Family Medical Leave Act, as amended, and other approved leaves), in either case, of any member of the Parent Group or the Spinco Group immediately prior to the Distribution, whose principal employment obligation prior to the Distribution related primarily to the LDC Business, and shall include any beneficiary, dependent, or alternate payee of such employee, as the context requires.

“Spinco Nonqualified Plan Rabbi Trust” shall mean the rabbi trust established by Spinco to fund benefits payable to Spinco Participants under the Spinco Supplemental Executive Retirement Plan, the Spinco Pre-2005 Supplemental Executive Retirement Plan, the Spinco Nonqualified Deferred Compensation Plan and the Spinco Pre-2005 Nonqualified Deferred Compensation Plan.

“Spinco Participant” shall mean any individual who is a Spinco Employee, a Former Spinco Employee, or a Spinco Service Provider.

“Spinco Performance Unit” shall mean a phantom stock unit granted by Spinco representing a general unsecured promise by Spinco to deliver one share of Spinco Common Stock and dividend equivalents, if applicable, upon the satisfaction of a performance and service based vesting requirement, which unit is granted pursuant to a Spinco Stock Plan as part of the adjustment to Parent Performance Units in connection with the Distribution pursuant to Article VII.

“Spinco Ratio” shall mean a fraction, the numerator of which is the Pre-Distribution Price of a share of Parent Common Stock and the denominator of which is the Post-Distribution Price of a share of Spinco Common Stock.

“Spinco Restricted Stock Unit” shall mean (i) a phantom stock unit issued by Spinco representing a general unsecured promise by Spinco to deliver one share of Spinco Common Stock or dividend equivalents, if applicable, upon the satisfaction of a service based vesting requirement, which unit is granted pursuant to a Spinco Stock Plan as part of the adjustment to Parent Restricted Stock Units in connection with the Distribution pursuant to Article VII, (ii) a phantom stock unit issued by Spinco representing a general unsecured promise by Spinco to deliver one share of Spinco Common Stock or dividend equivalents, if applicable, on the date on which a distribution under the terms of the Spinco Deferred Compensation Plan for Non-Employee Directors is to be made, which unit is granted pursuant to the Spinco Deferred Compensation Plan for Non-Employees Directors as part of the adjustment to Parent Restricted Stock Units in connection with the Distribution pursuant to Article VII, or (iii) a deemed investment in shares of Spinco Common Stock under the terms of the Spinco Nonqualified Deferred Compensation Plan or the Spinco Pre-2005 Nonqualified Deferred Compensation Plan, which investment is deemed made as part of the adjustment to Parent Restricted Stock Units in connection with the Distribution pursuant to Article VII.

“Spinco Service Plans” shall mean, collectively, the Spinco Retirement Plan, the Spinco 401(k) Thrift Plan, the Spinco Profit Sharing Plan and the severance and health and welfare plans maintained by a member of the Spinco Group to the extent eligibility for or level of benefits thereunder is dependent upon length of service, including the Spinco vacation, health and welfare, sick leave, salary continuation and retiree medical and life programs, if any.

“Spinco Service Provider,” except as otherwise set forth on Schedule 1.1(c), shall mean any individual (or any beneficiary, dependent, or alternate payee of such individual, as the context requires) providing services to any member of the Parent Group or Spinco Group immediately prior to the Distribution (including any individual who is, or was, an independent contractor, temporary employee, temporary service worker, consultant, freelancer, agency employee, leased employee, on-call worker, incidental worker, or non-payroll worker or in any other employment, non-employment, or retainer arrangement or relationship), whose principal employment or service obligations related primarily to the LDC Business, other than a Parent Employee or Spinco Employee.

“Spinco Stock Plans” shall mean, collectively, the ONE Gas, Inc. Long-Term Incentive Plan, the ONE Gas, Inc. Equity Compensation Plan and the ONE Gas, Inc. Stock Compensation Plan for Non-Employee Directors.

1.2 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words “include”, “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation”. Unless the context otherwise requires, references in this Agreement to Articles, Sections, Exhibits

and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words “hereof”, “hereby” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement.

ARTICLE II

GENERAL PRINCIPLES

Section 2.1 Employees; Assumption and Retention of Liabilities; Related Assets.

(a) Parent shall take all actions necessary such that on the Distribution Date, all Parent Employees are employed by a member of the Parent Group and all Spinco Employees are employed by a member of the Spinco Group. No action taken pursuant this Section 2.1(a) shall constitute a termination of employment for purposes of any Parent Benefit Plan or Spinco Benefit Plan.

(b) As of the Distribution Date, except as otherwise expressly provided for in this Agreement, Parent shall, or shall cause one or more members of the Parent Group to, assume or retain, as applicable, and pay, perform, fulfill and discharge, in due course in full (i) all Liabilities under all Parent Benefit Plans, (ii) all Liabilities (excluding Liabilities incurred under a Benefit Plan except as otherwise provided in this Agreement) with respect to the employment, service, termination of employment or termination of service of all Parent Participants, in each case to the extent arising in connection with or as a result of employment with or the performance of services prior to the Distribution Date for any member of the Parent Group or the Spinco Group, and (iii) any other Liabilities or obligations expressly assigned to Parent or any of its Affiliates under this Agreement.

(c) As of the Distribution Date, except as otherwise expressly provided for in this Agreement, Spinco shall, or shall cause one or more members of the Spinco Group to, assume or retain, as applicable, and pay, perform, fulfill and discharge, in due course in full (i) all Liabilities under all Spinco Benefit Plans, (ii) all Liabilities (excluding Liabilities incurred under a Benefit Plan except as otherwise provided in this Agreement) with respect to the employment, service, termination of employment or termination of service of all Spinco Participants, in each case to the extent arising in connection with or as a result of employment with or the performance of services prior to the Distribution Date for any member of the Parent Group or the Spinco Group, and (iii) any other Liabilities or obligations expressly assigned to Spinco or any of its Affiliates under this Agreement.

(d) From time to time after the Distribution Date, the Parties shall promptly reimburse one another, upon reasonable request of the Party requesting reimbursement and the presentation by such Party of such substantiating documentation as the other Party shall reasonably request, for the cost of any obligations or Liabilities satisfied or assumed by the Party requesting reimbursement or its Affiliates that are, or that have been made pursuant to this Agreement, the responsibility of the other Party or any of its Affiliates. Any such request for reimbursement must be made not later than the first anniversary of the Distribution Date.

(e) Parent shall retain responsibility for all employee-related regulatory filings for reporting periods ending at or prior to the Distribution Date, except for Equal Employment Opportunity Commission EEO-1 reports and affirmative action program (AAP) reports and responses to Office of Federal Contract Compliance Programs (OFCCP) submissions, for which Parent will provide data and information (to the extent permitted by applicable Laws and consistent with Section 10.1) to Spinco, who will be responsible for making such filings in respect of Spinco Employees and Former Spinco Employees.

Section 2.2 Participation in Parent Benefit Plans. Except as otherwise expressly provided for in this Agreement or as otherwise expressly agreed to in writing between the Parties, (i) effective as of the Distribution Date, Spinco and each member of the Spinco Group shall cease to be a Participating Company in any Parent Benefit Plan, and (ii) each Spinco Participant shall cease to participate in, be covered by, accrue benefits under, be eligible to contribute to or have any rights under any Parent Benefit Plan (except to the extent of obligations that accrued before the Distribution Date and that are not otherwise addressed herein), and Parent and Spinco shall take all necessary action to effectuate each such cessation.

Section 2.3 Service Recognition.

(a) Pre-Distribution Service Credit. Spinco shall give each Spinco Participant full credit for purposes of eligibility, vesting, determination of level of benefits, and, to the extent applicable, benefit accruals under any Spinco Benefit Plan for such Spinco Participant's service with any member of the Parent Group prior to the Distribution Date to the same extent such service was recognized by the applicable Parent Benefit Plans immediately prior to the Distribution Date; provided, that, such service shall not be recognized to the extent that such recognition would result in the duplication of benefits.

(b) Post-Distribution Reciprocal Service Crediting. Parent and Spinco shall cause each of the Parent Service Plans and Spinco Service Plans, respectively, to provide the following service crediting rules effective as of the Distribution Date:

(i) If a Parent Employee or Spinco Employee, respectively, who participates in any of the Parent Service Plans or Spinco Service Plans, respectively, directly transfers employment to the Spinco Group from the Parent Group or to the Parent Group from the Spinco Group, respectively, in each case (1) with the joint consent of the Parties and (2) prior to the first anniversary of the Distribution Date (the "Service Crediting Date"), then such employee's service with the group employing the employee immediately before the transfer shall be recognized for purposes of eligibility, vesting and level of benefits under the appropriate Parent Service Plans and Spinco Service Plans, in each case to the same extent as such employee's service was recognized under the corresponding service plans immediately before the transfer; provided, that, such service shall not be recognized to the extent that such recognition would result in the duplication of benefits.

(ii) Except as set forth in Section 2.3(b)(i) above, if a Parent Employee or Spinco Employee, respectively, who participates in any of the Parent Service Plans or

Spinco Service Plans, respectively, either transfers to the Spinco Group from the Parent Group or to the Parent Group from the Spinco Group, respectively, then, except to the extent required by applicable Law or as permitted by the post-transfer employer in its sole discretion, such employee's service with the group employing the employee immediately before the transfer shall not be recognized for any purpose under the service plans of the post-transfer employer.

Section 2.4 Approval by Parent As Sole Stockholder. Effective as of the Distribution Date, Spinco shall have adopted the Spinco Stock Plans which shall permit the issuance of long-term incentive awards that have material terms and conditions substantially similar to those long-term incentive awards issued under the relevant Parent Stock Plans in respect of which Spinco long-term incentive awards will be issued in connection with the Distribution pursuant to Article VII. Prior to the Distribution Date Parent, as the sole stockholder of Spinco, shall approve the Spinco Stock Plans.

Section 2.5 Collective Bargaining Agreements. From and after the Distribution, Spinco shall or shall cause one of its affiliates to assume and honor the (i) Agreement between Kansas Gas Service and Local Unions No. 12561, No. 13417, No. 14228 of United Steelworkers, effective October 28, 2011 to October 28, 2016 and (ii) Agreement between Kansas Gas Service and Local Union No. 304 of International Brotherhood of Electrical Workers, effective July 1, 2010 to June 30, 2014.

ARTICLE III

QUALIFIED DEFINED BENEFIT PLANS

Section 3.1 Spinco Retirement Plan

(a) Establishment of the Spinco Retirement Plan. Effective as of the Distribution Date, Spinco shall, or shall have caused one of its Affiliates to, establish a defined benefit plan and trust for the benefit of Spinco Participants substantially identical to the Parent Retirement Plan and its related trust (the "Spinco Retirement Plan"). Spinco shall take all necessary, reasonable and appropriate action to establish, maintain and administer the Spinco Retirement Plan so that it is qualified under Section 401(a) of the Code and that the related trust thereunder is exempt from Federal income tax under Section 501(a) of the Code. Spinco shall be responsible for any and all Liabilities and other obligations with respect to the Spinco Retirement Plan.

(b) Transfer of Retirement Plan Assets. Not later than ninety (90) days following the Distribution Date (or such later time as mutually agreed by Parent and Spinco), Parent shall cause the Liabilities attributable to Spinco Participants under the Parent Retirement Plan to be transferred to the Spinco Retirement Plan, and Spinco shall cause the Spinco Retirement Plan to accept such transfer and, effective as of the date of such transfer, to assume and to fully perform, pay and discharge, all obligations of the Parent Retirement Plan relating to Spinco Participants. Unless otherwise determined by Parent, Parent shall cause to be transferred to the Spinco Retirement Plan Assets under the Parent Retirement Plan having a fair market value equal

to the minimum amount required to be transferred in accordance with Section 414(l) of the Code, using interest rates and other assumptions determined by Parent's actuaries for such purposes. Assets to be transferred pursuant to this Section 3.1(b) shall be in kind and/or in cash, as determined by Parent in its discretion; provided, that, any Assets to be transferred to the Spinco Retirement Plan shall be reduced by an amount equal to the amount paid by the Parent Retirement Plan in respect of Spinco Participants between the Distribution Date and the date Assets are transferred to the Spinco Retirement Plan pursuant to this Section 3.1(b).

(c) Regulatory Filings. In connection with the transfer of assets and Liabilities from the Parent Retirement Plan to the Spinco Retirement Plan pursuant to this Section 3.1, Parent and Spinco shall cooperate in making any and all appropriate filings required under the Code, ERISA or other applicable law, and take all such action as may be necessary and appropriate to cause such transfer to take place as described in Section 3.1(b) above.

Section 3.2 Texas Gas Service Company Employees Retirement Income Plan. On the Distribution Date, Spinco shall assume the ONEOK, Inc. Texas Gas Service Company Employees Retirement Income Plan and all obligations and Liabilities thereunder or relating thereto.

ARTICLE IV

QUALIFIED DEFINED CONTRIBUTION PLANS

Section 4.1 Spinco 401(k) Thrift Plan.

(a) Establishment of the Spinco 401(k) Thrift Plan. Effective as of the Distribution Date, Spinco shall, or shall have caused one of its Affiliates to, establish a defined contribution plan and trust for the benefit of Spinco Participants substantially identical to the Parent 401(k) Thrift Plan and its related trust (the "Spinco 401(k) Thrift Plan"). Spinco shall take all necessary, reasonable and appropriate action to establish, maintain and administer the Spinco 401(k) Thrift Plan so that it is qualified under Section 401(a) of the Code and that the related trust thereunder is exempt from Federal income tax under Section 501(a) of the Code. Spinco shall be responsible for any and all Liabilities and other obligations with respect to the Spinco 401(k) Thrift Plan.

(b) Transfer of 401(k) Thrift Plan Assets. Not later than ninety (90) days following the Distribution Date (or such later time as mutually agreed by Parent and Spinco), Parent shall cause the accounts (including any outstanding loan balances) in the Parent 401(k) Thrift Plan attributable to Spinco Participants and all of the Assets in the Parent 401(k) Thrift Plan related thereto, to be transferred in-kind to the Spinco 401(k) Thrift Plan, and Spinco shall cause the Spinco 401(k) Thrift Plan to accept such transfer of accounts and underlying Assets and, effective as of the date of such transfer, to assume and to fully perform, pay and discharge, all obligations of the Parent 401(k) Thrift Plan relating to the accounts of Spinco Participants.

(c) Continuation of Elections. As of the Distribution Date, Spinco (acting directly or through its Affiliates) shall cause the Spinco 401(k) Thrift Plan to recognize all Parent 401(k) Thrift Plan elections, including, but not limited to, deferral, investment, and payment form

elections, dividend elections, beneficiary designations, and the rights of alternate payees under qualified domestic relations orders with respect to Spinco Participants, to the extent such election or designation is available under the Spinco 401(k) Thrift Plan.

(d) Contributions as of the Distribution Date. All contributions payable to the Parent 401(k) Thrift Plan with respect to employee deferrals and contributions, matching contributions and other contributions for Spinco Participants through the day immediately preceding the Distribution Date, determined in accordance with the terms and provisions of the Parent 401(k) Thrift Plan, ERISA and the Code, shall be paid by Parent to the Parent 401(k) Thrift Plan prior to the date of the Asset transfer described Section 4.1(b) above.

Section 4.2 Spinco Profit Sharing Plan.

(a) Establishment of the Spinco Profit Sharing Plan. Effective as of the Distribution Date, Spinco shall, or shall have caused one of its Affiliates to, establish a defined contribution plan and trust for the benefit of Spinco Participants substantially identical to the Parent Profit Sharing Plan and its related trust (the "Spinco Profit Sharing Plan"). Spinco shall take all necessary, reasonable and appropriate action to establish, maintain and administer the Spinco Profit Sharing Plan so that it is qualified under Section 401(a) of the Code and that the related trust thereunder is exempt from Federal income tax under Section 501(a) of the Code. Spinco shall be responsible for any and all Liabilities and other obligations with respect to the Spinco Profit Sharing Plan.

(b) Transfer of Profit Sharing Plan Assets. Not later than ninety (90) days following the Distribution Date (or such later time as mutually agreed by Parent and Spinco), Parent shall cause the accounts (including any outstanding loan balances) in the Parent Profit Sharing Plan attributable to Spinco Participants and all of the Assets in the Parent Profit Sharing Plan related thereto, to be transferred in-kind to the Spinco Profit Sharing Plan, and Spinco shall cause the Spinco Profit Sharing Plan to accept such transfer of accounts and underlying Assets and, effective as of the date of such transfer, to assume and to fully perform, pay and discharge, all obligations of the Parent Profit Sharing Plan relating to the accounts of Spinco Participants.

(c) Continuation of Elections. As of the Distribution Date, Spinco shall cause the Spinco Profit Sharing Plan to recognize and maintain all Parent Profit Sharing Plan elections, including, but not limited to investment, and payment form elections, dividend elections, beneficiary designations, and the rights of alternate payees under qualified domestic relations orders with respect to Spinco Participants, to the extent such election or designation is available under the Spinco Profit Sharing Plan.

(d) Contributions as of the Distribution Date. All contributions payable to the Parent Profit Sharing Plan with respect to Spinco Participants through the day immediately preceding the Distribution Date, determined in accordance with the terms and provisions of the Parent Profit Sharing Plan, ERISA and the Code, shall be paid by parent to the Parent Profit Sharing Plan prior to the date of the Asset transfer described in Section 4.2(b) above.

Section 4.3 Compliance.

(a) General. Any transfer of Assets pursuant to Section 4.1(b) or 4.2(b) shall be conducted in accordance with Section 414(l) of the Code, Treasury Regulation Section 1.414(l)-1, and Section 208 of ERISA.

(b) Regulatory Filings. In connection with the transfers of Assets and Liabilities pursuant to Sections 4.1(b) and 4.2(b) above, Parent and Spinco shall cooperate in making any and all appropriate filings required under the Code, ERISA or other applicable law, and take all such action as may be necessary and appropriate to cause such transfers to take place as described in Sections 4.1(b) and 4.2(b) above.

Section 4.4 Employer Securities. The respective plan fiduciaries of the Parent 401(k) Thrift Plan, the Parent Profit Sharing Plan, the Spinco 401(k) Thrift Plan and the Spinco Profit Sharing Plan shall separately determine the extent to which and when Parent Common Stock (in the case of the Spinco 401(k) Thrift Plan and the Spinco Profit Sharing Plan) and Spinco Common Stock (in the case of the Parent 401(k) Thrift Plan and the Parent Profit Sharing Plan) shall cease to be investment alternatives thereunder.

ARTICLE V

HEALTH & WELFARE AND OTHER BENEFIT PLANS

Section 5.1 Health And Welfare Plans Maintained By Parent Prior To The Distribution Date.

(a) Establishment of Welfare Plans. Parent or one or more of its Affiliates maintain health and welfare plans (the "Parent Welfare Plans") for the benefit of eligible Parent Participants and Spinco Participants. Effective as of the Distribution Date, Spinco shall, or shall cause a Spinco Affiliate to, adopt, for the benefit of eligible Spinco Participants, health and welfare plans substantially identical to the Parent Welfare Plans (collectively, the "Spinco Welfare Plans").

(b) Terms of Participation in Spinco Welfare Plans. Spinco shall use commercially reasonable efforts to cause all Spinco Welfare Plans to (i) waive all limitations as to preexisting conditions, exclusions, and service conditions with respect to participation and coverage requirements applicable to Spinco Participants, other than limitations that were in effect with respect to Spinco participants as of the Distribution Date under the Parent Welfare Plans, (ii) waive any waiting period limitation or evidence of insurability requirement that would otherwise be applicable to a Spinco Participant following the Distribution Date to the extent such Spinco Participant had satisfied any similar limitation under the analogous Parent Welfare Plan and (iii) take into account any eligible expenses incurred by Spinco Participants under an analogous Parent Welfare Plan during the portion of the plan year prior to the Distribution Date for purposes of satisfying all deductible, co-insurance, co-payment and maximum out-of-pocket requirements applicable to such Spinco Participants for the plan year in which the Distribution Date occurs as if such amounts had been paid in accordance with the applicable Spinco Welfare Plan.

(c) Employees on Leave. Notwithstanding any other provision of this Agreement to the contrary, from and after the Distribution Date Spinco shall assume Liability for payment of any salary continuation, sickness benefits or health and welfare coverage with respect to Spinco Employees and Former Spinco Employees, and Parent shall have no further responsibility for such disabled employees or employees on approved leave after the Distribution Date.

(d) COBRA and HIPAA. Notwithstanding anything set forth in Section 2.1 above, effective as of the Distribution Date, Parent shall retain responsibility for compliance with the health care continuation coverage requirements of COBRA with respect to Former Spinco Employees who, prior to the Distribution Date, were covered under a Parent Welfare Plan pursuant to COBRA. Parent shall be responsible for administering compliance with any certificate of creditable coverage requirements of HIPAA or Medicare applicable to the Parent Welfare Plans with respect to Spinco Participants. The Parties hereto agree that neither the Distribution nor any transfers of employment that occur as of the Distribution Date shall constitute a COBRA qualifying event for purposes of COBRA; provided, that, in all events, Spinco shall assume, or shall have caused the Spinco Welfare Plans to assume, responsibility for compliance with the health care continuation coverage requirements of COBRA with respect to Spinco Employees.

(e) Retiree Medical and Life Insurance Benefits

(i) Spinco Participants. Effective as of the Distribution Date, Spinco Participants shall, for purposes of retiree medical and life insurance benefits, cease to be eligible or potentially eligible (as applicable) for such benefits under the Parent Welfare Plans and shall become eligible or potentially eligible (as applicable) for such benefits under a corresponding Spinco Welfare Plan. Spinco shall assume and fully perform, pay and discharge, all obligations of the Parent Welfare Plan relating to retiree medical and life insurance benefits of Spinco Participants.

(ii) Retiree Benefits under the Spinco Welfare Plans. This Section 5.1(e) is not intended to create any obligation to provide benefits to any person, but rather, is intended merely to allocate such obligations to the extent they may already exist. To the extent that retiree medical and life insurance benefits are offered to Spinco Participants under the Spinco Welfare Plans pursuant to this Section 5.1(e), such benefits shall be substantially comparable, in the aggregate, to the applicable terms of the retiree medical and life benefits provided under the Parent Welfare Plans immediately prior to the Distribution Date.

(iii) Transfer of Assets. No later than ninety (90) days following the Distribution Date (or such later time as mutually agreed by Parent and Spinco), (i) Parent shall cause an amount of Assets held in the 1997 VEBA that bears the same ratio to the total Assets held in the 1997 VEBA that obligations being assumed by Spinco for retiree medical and life insurance benefits of Spinco Participants under the Parent Welfare Plans bear to all obligations for retiree medical and life insurance benefits under the Parent Welfare Plans to be transferred from 1997 VEBA to a corresponding voluntary employee beneficiary association established with respect to the Spinco Welfare Plans, and Spinco shall cause such voluntary employee beneficiary association to accept such transfer, provided that Parent shall use commercially reasonable efforts to cause the

reinsurance contract held by the 1997 VEBA pursuant to EISC Program 15 to be split into two contracts, one owned by Parent and one owned by Spinco, (ii) Parent shall cause an amount of Assets held in the 2006 VEBA that bears the same ratio to the total Assets held in the 2006 VEBA that obligations being assumed by Spinco for retiree medical and life insurance benefits of Spinco Participants under the Parent Welfare Plans bear to all obligations for retiree medical and life insurance benefits under the Parent Welfare Plans to be transferred from 2006 VEBA to a corresponding voluntary employee beneficiary association established with respect to the Spinco Welfare Plans, and Spinco shall cause such voluntary employee beneficiary association to accept such transfer and (iii) Parent shall transfer the 2005 VEBA to Spinco.

(f) Liabilities.

(i) Insured Benefits. With respect to employee welfare and fringe benefits that are provided through the purchase of insurance, Parent shall timely pay all premiums in respect of coverage of Spinco Participants in respect of the period before the Distribution Date, and Spinco shall cause Parent not to have any liability in respect of any and all claims of Spinco Participations that are incurred under the Spinco Welfare Plans on or after the Distribution Date.

(ii) Self-Insured Benefits. With respect to employee welfare and fringe benefits that are provided on a self-insured basis, (A) Parent shall fully perform, pay and discharge, under the Parent Welfare Plans, all claims of Spinco Participants that are incurred but not paid prior to the Distribution Date (and Parent shall retain any reserve in respect of such claims that may exist as of the Distribution Date) and (B) Spinco shall fully perform, pay and discharge, under the Spinco Welfare Plans, from and after the Distribution Date, all claims of Spinco Participants that are incurred on or after the Distribution Date.

(iii) Incurred Claim Definition. For purposes of this Section 5.1(f), a claim or Liability is deemed to be incurred (A) with respect to medical, dental, vision and/or prescription drug benefits, upon the rendering of health services giving rise to such claim or Liability; (B) with respect to life insurance, accidental death and dismemberment and business travel accident insurance, upon the occurrence of the event giving rise to such claim or Liability; and (C) with respect to disability benefits, upon the date of an individual's disability, as determined by the disability benefit insurance carrier or claim administrator, giving rise to such claim or Liability.

(iv) Claim Experience. Notwithstanding the foregoing, the Parties shall take any action necessary to ensure that any claims experience under the Parent Welfare Plans attributable to Spinco Participants shall be available to the Spinco Welfare Plans.

Section 5.2 Time-Off Benefits. Spinco shall credit each Spinco Participant with the amount of accrued but unused vacation time, sick time and other time-off benefits as such Spinco Participant had with the Parent Group as of the Distribution Date. Notwithstanding the above, Spinco shall not be required to credit any Spinco Participant with any accrual to the extent that a benefit attributable to such accrual is provided by the Parent Group.

Section 5.3 Spinco Employee Stock Award Program. Effective as of the Distribution

Date, Spinco shall, or shall have caused one of its Affiliates to, establish an employee stock award program for the benefit of Spinco Participants substantially identical to the Parent Employee Stock Award Program (the “Spinco Employee Stock Award Program”). Prior to the Distribution Date Parent, as the sole stockholder of Spinco, shall approve the Spinco Employee Stock Award Program.

Section 5.4 Spinco Employee Stock Purchase Plan.

(a) Effective as of the Distribution Date, Spinco shall, or shall have caused one of its Affiliates to, establish an employee stock purchase plan for the benefit of Spinco Participants substantially similar to the Parent Employee Stock Purchase Plan (the “Spinco Employee Stock Purchase Plan”). Spinco shall be responsible for any and all Liabilities and other obligations with respect to the Spinco Employee Stock Purchase Plan.

(b) Unless otherwise decided by Parent in its sole discretion, each Spinco Participant’s outstanding right to purchase shares of Parent Common Stock pursuant to the Parent Employee Stock Purchase Plan in the open offering period during which the Distribution Date occurs shall terminate immediately prior to the Distribution Date, provided that all amounts allocated to each Spinco Participant’s payroll deduction account shall be used to purchase shares of Parent Common Stock at the applicable price determined under the terms of the Parent Employee Stock Purchase Plan for the then open offering period, using the day prior to the Distribution Date as the last day of such offering period for purposes of Section 8(b) of the Parent Employee Stock Purchase Plan.

(c) Each Parent Participant’s outstanding right to purchase shares of Parent Common Stock pursuant to the Parent Employee Stock Purchase Plan in the open offering period during which the Distribution Date occurs shall be equitably adjusted as deemed necessary and appropriate by the Parent Board (or any duly authorized committee thereof) to reflect the Distribution.

Section 5.5 Other Benefit Plans. Following the Distribution Date, Spinco intends to adopt, or to cause a Spinco Affiliate to adopt, for the benefit of eligible Spinco Participants, compensation, benefit and perquisite plans that are substantially similar to the compensation, benefit and perquisite plans maintained by Parent immediately prior to the Distribution.

ARTICLE VI

NONQUALIFIED RETIREMENT PLANS

Section 6.1 Spinco Supplemental Executive Retirement Plan.

(a) Establishment of the Spinco Supplemental Executive Retirement Plan. Effective as of the Distribution Date, Spinco shall, or shall have caused one of its Affiliates to, establish a supplemental executive retirement plan and trust for the benefit of Spinco Participants substantially identical to the Parent Supplemental Executive Retirement Plan and its related trust

(the "Spinco Supplemental Executive Retirement Plan"). Spinco shall be responsible for any and all Liabilities and other obligations with respect to the Spinco Supplemental Executive Retirement Plan.

(b) Transfer of the Supplemental Executive Retirement Plan Assets. Not later than ninety (90) days following the Distribution Date (or such later time as mutually agreed by Parent and Spinco), Parent shall cause an amount of Assets held in the Parent Nonqualified Plan Rabbi Trust in relation to the Parent Supplemental Executive Retirement Plan that bears the same ratio to the total Assets held under the Parent Nonqualified Plan Rabbi Trust in relation to the Parent Supplemental Executive Retirement Plan that the obligations being assumed by Spinco with respect to Spinco Participants under the Parent Supplemental Executive Retirement Plan bear to the total obligations under the Parent Supplemental Executive Retirement Plan to be transferred in-kind to the Spinco Nonqualified Plan Rabbi Trust, and Spinco shall cause the Spinco Nonqualified Plan Rabbi Trust to accept such underlying Assets and, effective as of the date of such transfer, Spinco shall assume and fully perform, pay and discharge, all obligations of the Parent Supplemental Executive Retirement Plan relating to Spinco Participants.

(c) Treatment of Pre-2005 Plan. Effective as of the Distribution Date, Spinco shall, or shall have caused one of its Affiliates to, establish a supplemental executive retirement plan for the benefit of Spinco Participants substantially identical to the Parent Pre-2005 Supplemental Executive Retirement Plan (the "Spinco Pre-2005 Supplemental Executive Retirement Plan"). Spinco shall be responsible for any and all Liabilities and other obligations with respect to the Spinco Pre-2005 Supplemental Executive Retirement Plan, and Spinco shall assume and fully perform, pay and discharge, all obligations of the Parent Pre-2005 Supplemental Executive Retirement Plan relating to Spinco Participants.

(d) Transfer of the Pre-2005 Plan Assets. Not later than ninety (90) days following the Distribution Date (or such later time as mutually agreed by Parent and Spinco), Parent shall cause an amount of Assets held in the Parent Nonqualified Plan Rabbi Trust in relation to the Parent Pre-2005 Supplemental Executive Retirement Plan that bears the same ratio to the total Assets held under the Parent Nonqualified Plan Rabbi Trust in relation to the Parent Pre-2005 Supplemental Executive Retirement Plan that the obligations being assumed by Spinco with respect to Spinco Participants under the Parent Pre-2005 Supplemental Executive Retirement Plan bear to the total obligations under the Parent Pre-2005 Supplemental Executive Retirement Plan to be transferred in-kind to the Spinco Nonqualified Plan Rabbi Trust, and Spinco shall cause Spinco Nonqualified Plan Rabbi Trust to accept such underlying Assets.

Section 6.2 Spinco Nonqualified Deferred Compensation Plan.

(a) Establishment of the Spinco Nonqualified Deferred Compensation Plan. Effective as of the Distribution Date, Spinco shall, or shall have caused one of its Affiliates to, establish a nonqualified deferred compensation plan and trust for the benefit of Spinco Participants substantially identical to the Parent Nonqualified Deferred Compensation Plan and its related trust (the "Spinco Nonqualified Deferred Compensation Plan"). Spinco shall be responsible for any and all Liabilities and other obligations with respect to the Spinco Nonqualified Deferred Compensation Plan.

(b) Transfer of the Nonqualified Deferred Compensation Assets. Not later than ninety (90) days following the Distribution Date (or such later time as mutually agreed by Parent and Spinco), Parent shall cause an amount of Assets held in the Parent Nonqualified Plan Rabbi Trust in relation to the Parent Nonqualified Deferred Compensation Plan that bears the same ratio to the total Assets held under the Parent Nonqualified Plan Rabbi Trust in relation to the Parent Nonqualified Deferred Compensation Plan that the obligations being assumed by Spinco with respect to Spinco Participants under the Parent Nonqualified Deferred Compensation Plan bear to the total obligations under the Parent Nonqualified Deferred Compensation Plan to be transferred in-kind to the Spinco Nonqualified Plan Rabbi Trust, and Spinco shall cause the Spinco Nonqualified Plan Rabbi Trust to accept such underlying Assets and, effective as of the date of such transfer, Spinco shall assume and fully perform, pay and discharge, all obligations of the Parent Nonqualified Deferred Compensation Plan relating to Spinco Participants.

(c) Treatment of Pre-2005 Plan. Effective as of the Distribution Date, Spinco shall, or shall have caused one of its Affiliates to, establish a nonqualified deferred compensation plan for the benefit of Spinco Participants substantially identical to the Parent Pre-2005 Nonqualified Deferred Compensation Plan (the "Spinco Pre-2005 Nonqualified Deferred Compensation Plan"). Spinco shall be responsible for any and all Liabilities and other obligations with respect to the Spinco Pre-2005 Nonqualified Deferred Compensation Plan, and Spinco shall assume and fully perform, pay and discharge, all obligations of the Parent Pre-2005 Nonqualified Deferred Compensation Plan relating to Spinco Participants.

(d) Transfer of Pre-2005 Plan Assets. Not later than ninety (90) days following the Distribution Date (or such later time as mutually agreed by Parent and Spinco), Parent shall cause an amount of Assets held in the Parent Nonqualified Plan Rabbi Trust in relation to the Parent Pre-2005 Nonqualified Deferred Compensation Plan that bears the same ratio to the total Assets held under the Parent Nonqualified Plan Rabbi Trust in relation to the Parent Pre-2005 Nonqualified Deferred Compensation Plan that the obligations being assumed by Spinco with respect to Spinco Participants under the Parent Pre-2005 Nonqualified Deferred Compensation Plan bear to the total obligations under the Parent Pre-2005 Nonqualified Deferred Compensation Plan to be transferred in-kind to the Spinco Nonqualified Plan Rabbi Trust, and Spinco shall cause the Spinco Nonqualified Plan Rabbi Trust to accept such underlying Assets.

Section 6.3 Transfer of Life Insurance Policies. Without limiting the generality of the foregoing, the Assets to be transferred to the Spinco Nonqualified Plan Rabbi Trust pursuant to Sections 6.1(b), 6.1(d), 6.2(b) and 6.2(d) above shall include any life insurance policies held by the Parent Nonqualified Plan Rabbi Trust with respect to which any Spinco Participant is the insured.

Section 6.4 Establishment of the Spinco Deferred Compensation Plan for Non-Employee Directors. Effective as of the Distribution Date, Spinco shall, or shall have caused one of its Affiliates to, establish a deferred compensation plan for the benefit of members of the board of directors of Spinco (the "Spinco Board") substantially identical to the Parent Deferred Compensation Plan for Non-Employee Directors (the "Spinco Deferred Compensation Plan for Non-Employee Directors"). Spinco shall be responsible for any and all Liabilities and other obligations with respect to the Spinco Deferred Compensation Plan for Non-Employee Directors.

ARTICLE VII

LONG-TERM INCENTIVE AWARDS

Section 7.1 Treatment of Outstanding Parent Restricted Stock Units.

(a) Each Parent Restricted Stock Unit held by a Parent Participant that is outstanding immediately prior to the Distribution Date shall be converted, as of the Distribution Date, into an adjusted Parent Restricted Stock Unit. The number of adjusted Parent Restricted Stock Units shall be equal to the number of Parent Restricted Stock Units held by the Parent Participant that are outstanding immediately prior to the Distribution Date, multiplied by the Parent Ratio and rounded down to the nearest whole unit. All adjusted Parent Restricted Stock Units shall become vested upon the date the Parent Restricted Stock Units would have otherwise vested in accordance with the existing vesting schedule.

(b) Each Parent Restricted Stock Unit held by a Spinco Participant that is outstanding immediately prior to the Distribution Date shall be converted, as of the Distribution Date, into a Spinco Restricted Stock Unit. The number of Spinco Restricted Stock Units shall be equal to the number of Parent Restricted Stock Units held by the Spinco Participant that are outstanding immediately prior to the Distribution Date, multiplied by the Spinco Ratio and rounded down to the nearest whole unit. All Spinco Restricted Stock Units shall become vested upon the date the Parent Restricted Stock Units would have otherwise vested in accordance with the existing vesting schedule.

(c) Except as otherwise provided herein, the terms and conditions applicable to the adjusted Parent Restricted Stock Units and Spinco Restricted Stock Units, respectively, shall be substantially similar to the terms and conditions applicable to the corresponding Parent Restricted Stock Unit (taking into account changes in the identity of the employer, including for purposes of determining whether a change in control has occurred).

Section 7.2 Treatment of Outstanding Parent Performance Units. [TBD]

Section 7.3 Section 16 Approval. By approving the adoption of this Agreement, the Parent Board and the Spinco Board intend to exempt from the short swing profit recovery provisions of Section 16(b) of the Exchange Act, by reason of the application of Rule 16b-3 thereunder, all acquisitions and dispositions of equity incentive awards as described in Article VII in respect of all Parent Restricted Stock Units and Parent Performance Units held as of the date hereof (or subsequently acquired) by directors and executive officers of Parent.

Section 7.4 SEC Registration. The Parties mutually agree to use commercially reasonable efforts to maintain effective registration statements with the SEC with respect to the long-term incentive awards described in this Article VII, to the extent any such registration statement is required by applicable Law.

ARTICLE VIII

ADDITIONAL COMPENSATION MATTERS

Section 8.1 Workers' Compensation Liabilities. All workers' compensation Liabilities relating to, arising out of, or resulting from any claim by a Parent Employee, Former Parent Employee, Spinco Employee or Former Spinco Employee that results from an accident, incident or event occurring, or from an occupational disease which becomes manifest, at, before or after the Distribution Date shall be retained or assumed by Parent (in respect of Parent Employees and Former Parent Employees) or Spinco (in respect of Spinco Employees or Former Spinco Employees).

Section 8.2 Sections 162(m)/409A. Notwithstanding anything in this Agreement to the contrary (including the treatment of supplemental and deferred compensation plans, outstanding long-term incentive awards and annual incentive awards as described herein), the Parties agree to negotiate in good faith regarding the need for any treatment different from that otherwise provided herein to ensure that (i) a federal income tax deduction for the payment of such supplemental or deferred compensation or long-term incentive award, annual incentive award or other compensation is not limited by reason of Section 162(m) of the Code, and (ii) the treatment of such supplemental or deferred compensation or long-term incentive award, annual incentive award or other compensation does not cause the imposition of a tax under Section 409A of the Code.

Section 8.3 Director Fees. Parent shall retain responsibility for the payment of any fees payable in respect of service on the Parent Board that are payable but not yet paid as of the Distribution Date, and Spinco shall not have any responsibility for any such payments (to an individual who is a member of the Spinco Board as of the Distribution Date or otherwise).

Section 8.4 Certain Payroll, Bonus and Supplemental Plan Matters.

(a) Payroll of Transferring Employees.

(i) Parent to Spinco. In the case of an individual who transfers employment at the Distribution Date from Parent to Spinco, Spinco shall be responsible for paying the entire payroll amount due such individual for the first payroll cycle ending after the Distribution Date and for satisfying all applicable tax reporting and withholding requirements in respect of such payment; provided, that, Parent shall reimburse Spinco for the gross amount of the payroll payment (*i.e.*, including any applicable deductions) and for all tax withholdings remitted in respect of the portion of such payroll period ending before the Distribution Date. Parent shall be entitled to the benefit of any tax deduction in respect of its payment for the portion of the payroll period ending before the Distribution Date.

(ii) Spinco to Parent. In the case of an individual who transfers employment at the Distribution Date from Spinco to Parent, Parent shall be responsible for paying the entire payroll amount due such individual for the first payroll cycle ending after the Distribution Date and for satisfying all applicable tax reporting and withholding requirements in respect of such payment; provided, that, Spinco shall reimburse Parent for the gross amount of the payroll payment (*i.e.*, including any applicable deductions) and for all tax withholdings remitted in

respect of the portion of such payroll period ending before the Distribution Date. Parent shall be entitled to the benefit of any tax deduction in respect of its payment for the portion of the payroll period ending before the Distribution Date; provided, that, Parent shall allocate such deduction to the Spinco segment of its operations.

(b) Bonus Payments under the Parent Annual Incentive Plans. The Parent Board shall take such actions as it deems appropriate with respect to the annual incentive bonuses payable under the Parent Annual Incentive Plans for the year in which the Distribution occurs.

(c) Forms W-2. Parent shall retain Form W-2 and other payroll reporting obligations for the 2013 calendar year for all Spinco Employees and Former Spinco Employees. Except as otherwise set forth herein, each Party shall bear the expense of, and W-2 and other payroll reporting obligations for, all compensation payable to or on behalf of its employees, contractors, and former employees and contractors in years subsequent to 2013.

ARTICLE IX

INDEMNIFICATION

Section 9.1 Indemnification by Parent. Except as otherwise specifically set forth in any provision of this Agreement or of any Ancillary Agreement, following the Effective Time, Parent shall, and shall cause the other members of the Parent Group to indemnify, defend and hold harmless Spinco's Indemnitees from and against any and all Indemnifiable Losses arising out of, by reason of or otherwise in connection with (i) the Retained EMA Liabilities or (ii) any breach by Parent or any member of the Parent Group of any provision of this Agreement. The fact another member of the Parent Group has Assumed a Liability covered by this indemnification shall not limit or preclude Parent's obligation with respect to that Liability under this Agreement.

Section 9.2 Indemnification by Spinco. Except as otherwise specifically set forth in any provision of this Agreement or of any Ancillary Agreement, following the Effective Time, Spinco shall, and shall cause the other members of the Spinco Group to indemnify, defend and hold harmless the Parent Indemnitees from and against any and all Indemnifiable Losses arising out of, by reason of or otherwise in connection with (i) the LDC EMA Liabilities or (ii) any breach by Spinco or any member of the Spinco Group of any provision of this Agreement.

Section 9.3 General Indemnification. Any claim for indemnification under this Agreement shall be governed by, and be subject to, the provisions of Article VII of the Separation Agreement, which provisions are hereby incorporated by reference into this Agreement and, solely for purposes of this Agreement (i) any references to "Agreement" in such Article VII as incorporated herein shall be deemed to be references to this Agreement and (ii) any references to "LDC Liabilities" or "Retained Business Liabilities" in such Article VII as incorporate herein shall be deemed to be references to "LDC EMA Liabilities" and "Retained EMA Liabilities", respectively.

ARTICLE X

GENERAL AND ADMINISTRATIVE

Section 10.1 Sharing Of Information. Parent and Spinco shall provide to each other and their respective agents and vendors all information as the other may reasonably request to enable the requesting Party to administer efficiently and accurately each of its Benefit Plans, to timely and accurately comply with and report under Section 14 of the Exchange Act, and to determine the scope of, as well as fulfill, its obligations under this Agreement. Such information shall, to the extent reasonably practicable, be provided in the format and at the times and places requested, but in no event shall the Party providing such information be obligated to incur any out-of-pocket expenses not reimbursed by the Party making such request or make such information available outside of its normal business hours and premises. Any information shared or exchanged pursuant to this Agreement shall be subject to the confidentiality requirements set forth in the Separation Agreement. The Parties also hereby agree to enter into any business associate agreements that may be required for the sharing of any information pursuant to this Agreement to comply with the requirements of HIPAA.

Section 10.2 Reasonable Efforts/Cooperation. Each of the Parties hereto will use its commercially reasonable efforts to promptly take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations to consummate the transactions contemplated by this Agreement, including adopting plans or plan amendments. Each of the Parties hereto shall cooperate fully on any issue relating to the transactions contemplated by this Agreement for which the other Party seeks a determination letter or private letter ruling from the Internal Revenue Service, an advisory opinion from the Department of Labor or any other filing, consent or approval with respect to or by a Governmental Entity.

Section 10.3 Spinco Benefit Plans. Spinco shall, or shall cause one of its Affiliates to use Spinco's employer identification number to establish any Spinco Benefit Plans pursuant to this Agreement.

Section 10.4 Employer Rights. Nothing in this Agreement shall prohibit any Party or any of their respective Affiliates from amending, modifying or terminating any of their respective Benefit Plans at any time within their sole discretion.

Section 10.5 Effect on Employment. Except as expressly provided in this Agreement, the occurrence of the Distribution alone shall not cause any employee to be deemed to have incurred a termination of employment which entitles such individual to the commencement of benefits under any of the Parent Benefit Plans. Furthermore, nothing in this Agreement is intended to confer upon any employee or former employee of Parent or Spinco or any of their respective Affiliates any right to continued employment, or any recall or similar rights to an individual on layoff or any type of approved leave.

Section 10.6 Consent Of Third Parties. If any provision of this Agreement is dependent on the Consent of any third party and such consent is withheld, the Parties hereto shall use their

reasonable best efforts to implement the applicable provisions of this Agreement to the fullest extent practicable. If any provision of this Agreement cannot be implemented due to the failure of such third party to consent, the Parties hereto shall negotiate in good faith to implement the provision in a mutually satisfactory manner.

Section 10.7 Access To Employees. Following the Effective Time, Parent and Spinco shall, or shall cause each of their respective Affiliates to, make available to each other those of their employees who may reasonably be needed in order to defend or prosecute any legal or administrative action (other than a legal action between the Parties) to which any employee, director or Benefit Plan of the Parent Group or Spinco Group is a party and which relates to their respective Benefit Plans prior to the Distribution Date. The Party to whom an employee is made available in accordance with this Section 10.7 shall pay or reimburse the other Party for all reasonable expenses incurred by such employee in connection therewith, including all reasonable travel, lodging, and meal expenses, but excluding any amount for such employee's time spent in connection herewith.

Section 10.8 Beneficiary Designation/Release Of Information/Right To Reimbursement. To the extent permitted by applicable Law and except as otherwise provided for in this Agreement, all beneficiary designations, authorizations for the release of information and rights to reimbursement made by or relating to Spinco Participants under Parent Benefit Plans shall be transferred to and be in full force and effect under the corresponding Spinco Benefit Plans until such beneficiary designations, authorizations or rights are replaced or revoked by, or no longer apply, to the relevant Spinco Participant.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Effect If Certain Events Do Not Occur. Notwithstanding anything in this Agreement to the contrary, if the Separation Agreement is terminated prior to the Effective Time, then all actions and events that are, under this Agreement, to be taken or occur effective prior to, as of or following the Effective Time, or otherwise in connection with the Separation, shall not be taken or occur except to the extent specifically agreed to in writing by the Parties and neither Party shall have any Liability or further obligation to any other Party under this Agreement.

Section 11.2 Relationship Of Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of principal and agent, partnership or joint venture between the Parties, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship set forth herein.

Section 11.3 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary or Affiliate of such Party or by any entity that becomes a Subsidiary or Affiliate of such Party on and after the Distribution. The Parties acknowledge that certain actions, agreements and obligations that certain of their Affiliates and Subsidiaries may be

required to perform in connection with the performance of the Parties' obligations under this Agreement may require Governmental Approval by Governmental Entities under applicable Law, and therefore agree that performance of such actions, agreements and obligations is subject to the receipt of all such necessary Governmental Approvals, which approvals each Party shall, and shall cause the members of its respective Group to, use its commercially reasonable efforts to obtain.

Section 11.4 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt unless the day of receipt is not a Business Day, in which case it shall be deemed to have been given on the next Business Day) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Party or Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 11.4):

To Parent:

ONEOK, Inc.
100 W. 5th Street
Tulsa, OK 74103
Attn: General Counsel
Facsimile: [_____]

To Spinco:

ONE Gas, Inc.
15 E. 5th Street
Tulsa, OK 74103
Attn: General Counsel
Facsimile: [_____]

Section 11.5 Entire Agreement. This Agreement, the Separation Agreement, and each other Ancillary Agreement, including any annexes, schedules and exhibits thereto, as well as any other agreements and documents referred to herein and therein, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

Section 11.6 Waivers. The failure of any Party to require strict performance by any other Party of any provision in this Agreement will not waive or diminish that Party's right to demand strict performance thereafter of that or any other provision hereof.

Section 11.7 Amendments. Subject to the terms of Section 11.8 of this Agreement, this Agreement may not be modified or amended except by an agreement in writing signed by each Party.

Section 11.8 Termination. This Agreement (including Article IX (Indemnification)

hereof) may be terminated and the Distribution may be amended, modified or abandoned at any time prior to the Distribution Date by and in the sole discretion of Parent without the approval of Spinco or the stockholders of Parent and it shall be deemed terminated if and when the Separation Agreement is terminated. In the event of such termination, neither Party shall have any Liability of any kind to the other Party or any other Person. After the Distribution Date, this Agreement may not be terminated except by an agreement in writing signed by Parent and Spinco.

Section 11.9 Savings Clause. The Parties hereby acknowledge that the provisions of this Agreement are intended to achieve certain tax, legal and accounting objectives and, in the event such objectives are not achieved, the Parties agree to negotiate in good faith regarding such other actions that may be necessary or appropriate to achieve such objectives.

Section 11.10 Governing Law. This Agreement shall be governed by and construed in accordance with the internal Laws, and not the Laws governing conflicts of Laws, of the State of Oklahoma.

Section 11.11 Dispute Resolution. Any controversy, dispute or claim between the Parties or members of their respective Groups arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity, termination or breach of this Agreement or otherwise arising out of, or in any way related to this Agreement or the transactions contemplated hereby, including any claim based on contract, tort, statute or constitution (collectively, "Agreement Dispute"), shall be governed by, and be subject to, the provisions of Article IX of the Separation Agreement, which provisions (and related defined terms) are hereby incorporated by reference into this Agreement and, solely for purposes of this Agreement, any references to "Agreement" in such Article IX as incorporated herein shall be deemed to be references to this Agreement; provided, however, any references to "Agreement Disputes" in such Article IX as incorporated herein shall be deemed, solely for purposes of this Agreement, to be references to Agreement Disputes as defined in this Agreement.

Section 11.12 Consent to Jurisdiction. Subject to the provisions of Article IX of the Separation Agreement, each of the Parties irrevocably submits to the exclusive jurisdiction of (a) the District Court of the State of Oklahoma for Tulsa County, and (b) the United States District Court for the Northern District of Oklahoma, Tulsa Division (the "Oklahoma Courts"), for the purposes of any suit, Action or other proceeding in accordance with Article IX of the Separation Agreement. Each of the Parties further agrees that service of any process, summons, notice or document by United States registered mail or receipted courier service to such Party's respective address set forth in Section 11.4 of this Agreement shall be effective service of process for any Action, suit or proceeding in the Oklahoma Courts with respect to any matters to which it has submitted to jurisdiction in this Section 11.12. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any such Action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the Oklahoma Courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

Section 11.13 Titles and Headings. Titles and headings to Sections and Articles herein are

inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 11.14 Counterparts. This Agreement may be executed in more than one counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party. Execution of this Agreement or any other documents pursuant to this Agreement by facsimile or other electronic copy of a signature shall be deemed to be, and shall have the same effect as, executed by an original signature.

Section 11.15 Assignment. Except as otherwise expressly provided for in this Agreement, this Agreement shall not be assignable, in whole or in part, directly or indirectly, by either Party without the prior written consent of the other Party, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be null and void; provided, that, a Party may assign this Agreement in connection with a merger transaction in which such Party is not the surviving entity or the sale by such Party of all or substantially all of its Assets; provided, that the surviving entity of such merger or the transferee of such Assets shall agree in writing, reasonably satisfactory to the other Party, to be bound by the terms of this Agreement as if named as a "Party" hereto. In addition, in the event that any third Person or "group" (as such term is used in Section 13(d) and 14(d) of the Exchange Act) acquires, including by way of merger, consolidation or other business combination, fifty percent or more of the consolidated assets or voting equity of either Parent or Spinco, such Party, as applicable, shall take all necessary action so that such third Person or group shall become a guarantor of the obligations of Parent or Spinco, as applicable, under this Agreement.

Section 11.16 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 11.17 Successors and Assigns. Subject to Section 11.15, the provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

Section 11.18 Specific Performance. The Parties agree that irreparable damage would occur in the event that the provisions of this Agreement were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to (i) an injunction or injunctions to enforce specifically the terms and provisions hereof in any arbitration in accordance with Section 11.11 of this Agreement, (ii) provisional or temporary injunctive relief in accordance therewith in any Oklahoma Court, and (iii) enforcement of any such award of an arbitral tribunal or an Oklahoma Court in any court of the United States, or any other any court or tribunal sitting in any state of the United States or in any foreign country that has jurisdiction, this

being in addition to any other remedy or relief to which they may be entitled.

Section 11.19 Waiver of Jury Trial. Subject to Sections 11.11, 11.12 and 11.18 of this Agreement, each of the Parties hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any court proceeding contemplated by Section 11.12 of this Agreement. Each of the Parties hereby (a) certifies that no representative, agent or attorney of the other Party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it has been induced to enter into this Agreement and the transactions contemplated by this Agreement, as applicable, by, among other things, the mutual waivers and certifications in this Section 11.19.

Section 11.20 Force Majeure. No Party (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (a) notify the other Party of the nature and extent of any such Force Majeure condition and (b) use due diligence to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

Section 11.21 Authorization. Each of the Parties hereby represents and warrants that it has the power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly authorized by all necessary corporate action on the part of such Party, that this Agreement constitutes a legal, valid and binding obligation of each such Party and that the execution, delivery and performance of this Agreement by such Party does not contravene or conflict with any provision of law or of its charter or bylaws or any material agreement, instrument or order binding on such Party.

Section 11.22 No Third-Party Beneficiaries. Except as otherwise expressly provided in this Agreement, this Agreement is solely for the benefit of the Parties and should not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

Section 11.23 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

ONEOK, INC.

By: _____

Name:

Title:

ONE Gas, Inc.

By: _____

Name:

Title:

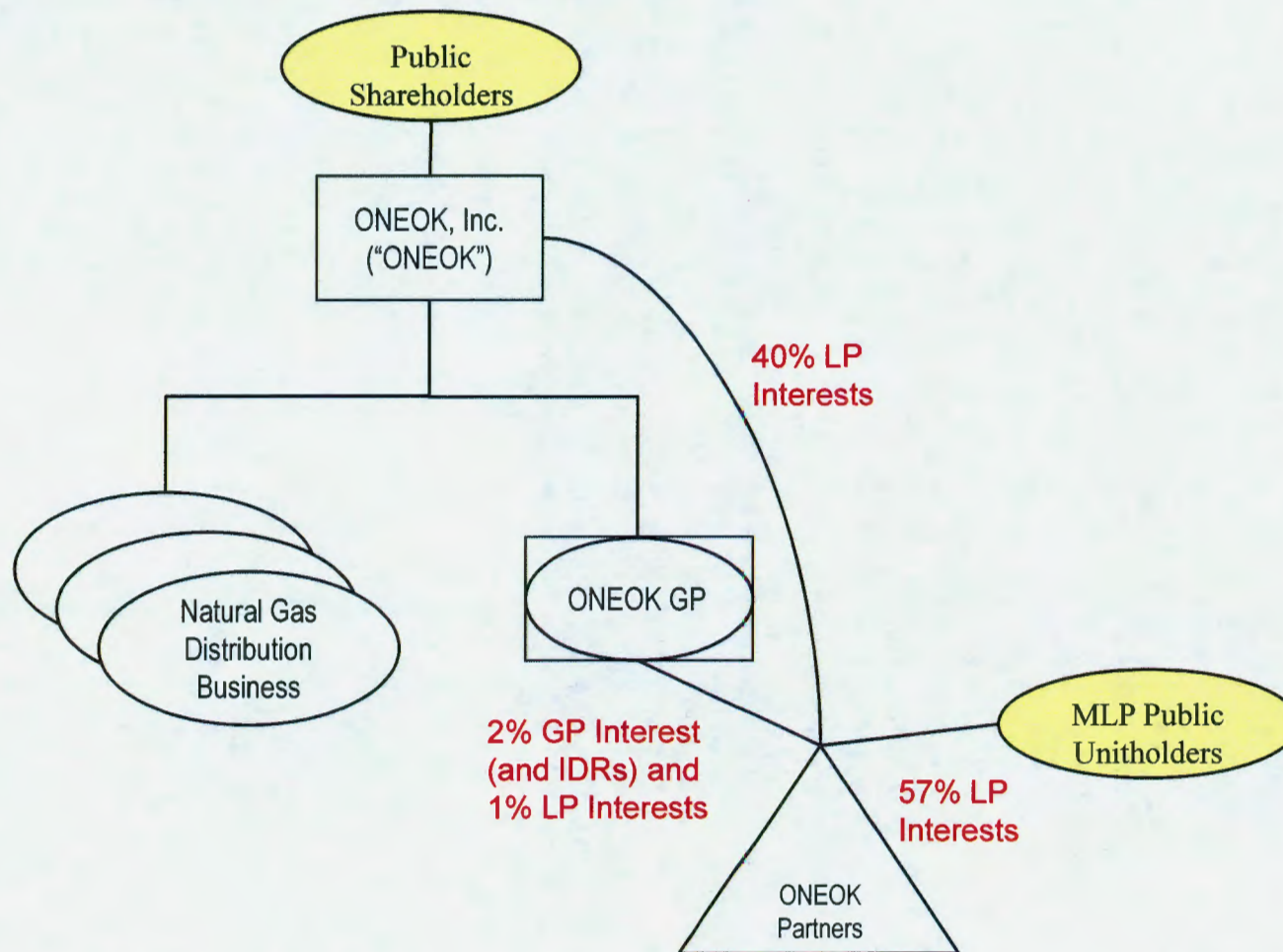
EXHIBIT 7

**Illustrations
of
Steps of Reorganization**



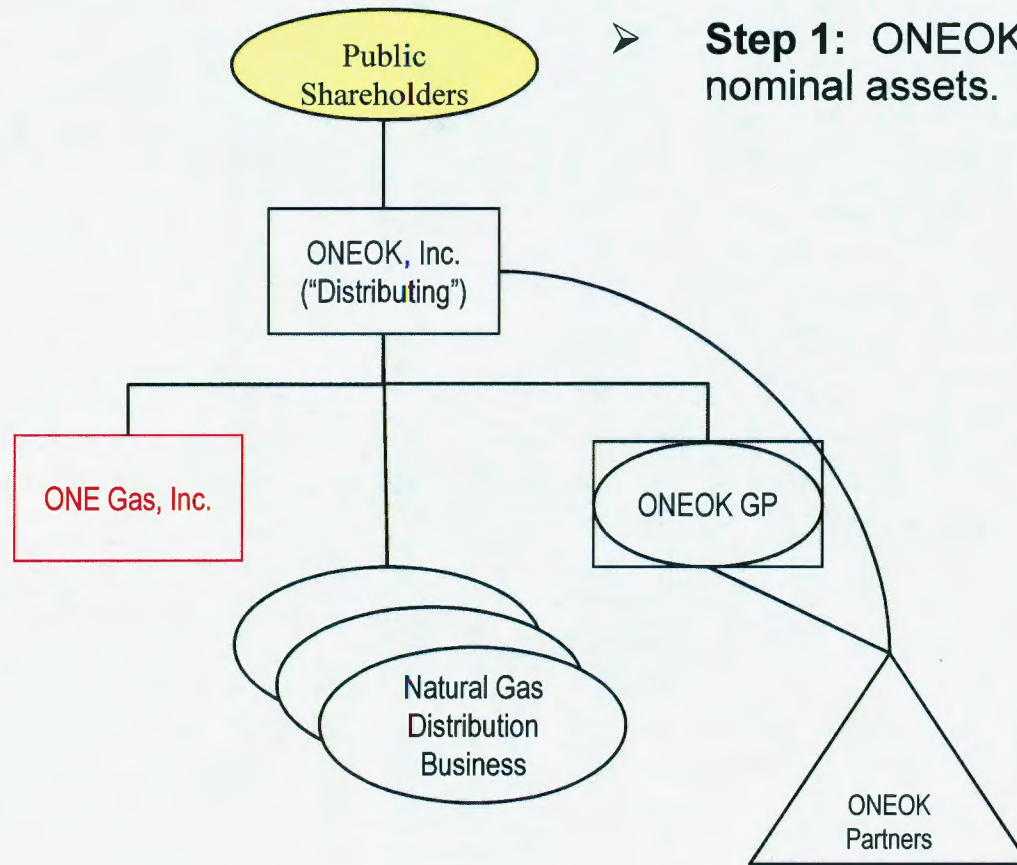
Exhibit 7 –Transaction Diagrams

Current Structure



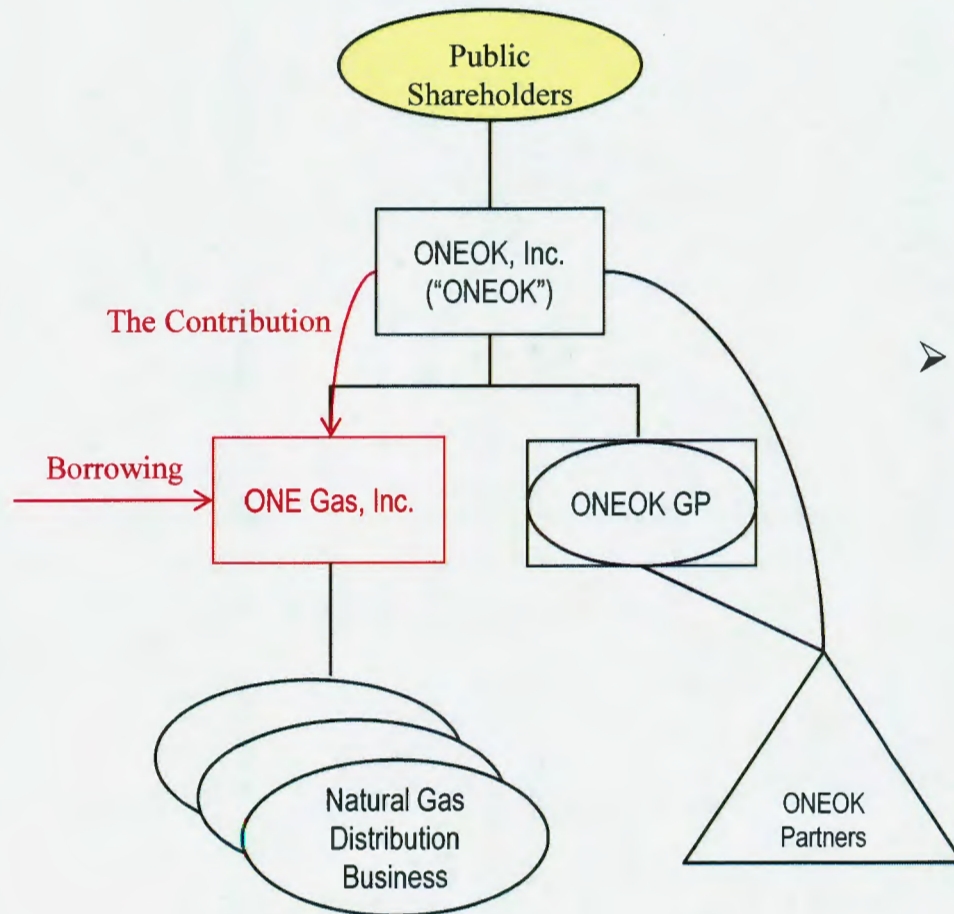
All percentage interests are approximate

Step 1



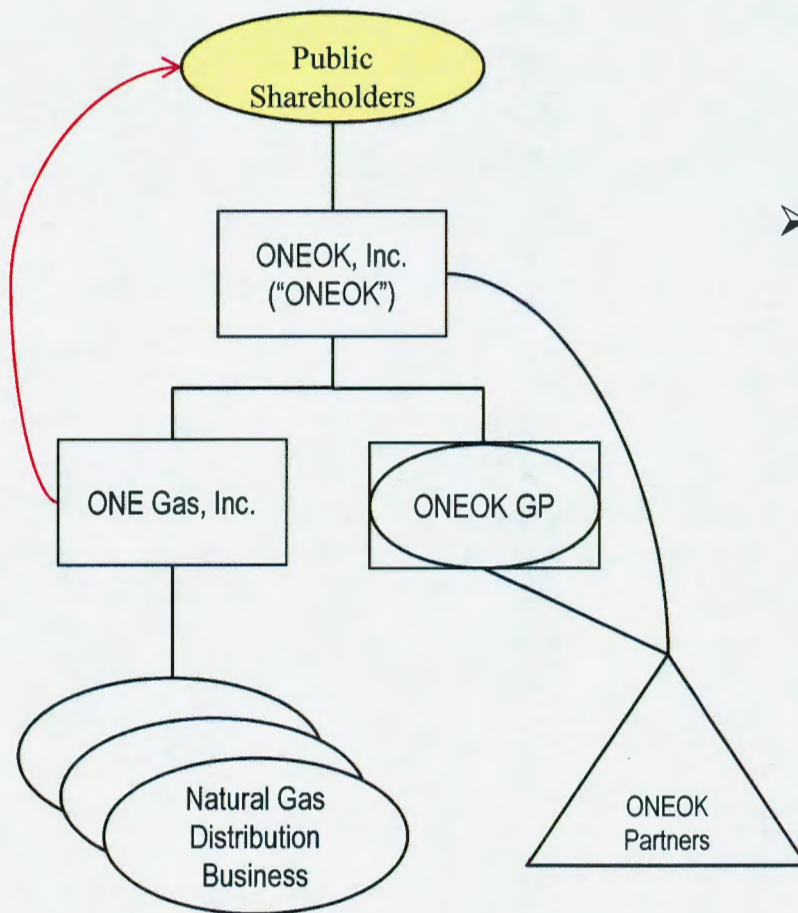
➤ **Step 1:** ONEOK forms ONE Gas, Inc. with nominal assets.

Steps 2-3



- **Step 2:** ONEOK contributes the assets and liabilities of the Natural Gas Distribution Business to ONE Gas, Inc. in exchange for (1) all of the stock of ONE Gas, Inc., and (2) the use of all or a portion of the newly issued ONE Gas, Inc. debt described in Step 3 to reduce ONEOK debt.
- **Step 3:** ONE Gas, Inc. borrows approximately \$1.1 billion to \$1.2 billion. All or a portion of the newly issued ONE Gas, Inc. debt will be used to retire ONEOK debt.

Step 4



- **Step 4:** ONEOK distributes all of the stock of ONE Gas, Inc. to its shareholders.

Ending Structure

