

# Missouri Public Service Commission

Area Code 314  
751-3234

P.O. BOX 360  
JEFFERSON CITY  
MISSOURI 65102

November 16, 1987

Commissioners:

WILLIAM D. STEINMEIER

Chairman

CHARLOTTE MUSGRAVE

WILLIAM G. MUELLER

CONNIE B. HENDREN

JAMES M. FISCHER

ROBERT E. SCRIBNER

Staff Director

HARVEY G. HUBBS

Secretary

WILLIAM C. BARRELSON

General Counsel

Bates County Clerk  
Bates County Courthouse  
Butler, Missouri 64730

RE: Case No. GM-88-139

Dear Sir/Madam:

A joint application has been filed with this Commission for the proposed sale of Rich Hill-Hume Gas Company's system to Greeley Gas Company.

Pursuant to Section 393.190.1 RSMo., 1986, enclosed for your information is a copy of the joint application showing the impact the proposed sale will have on tax revenues of the political subdivisions.

Sincerely,

Harvey G. Hubbs  
Secretary

HGH/djk  
Enclosures

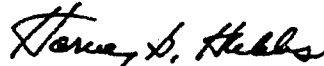
STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION  
Jefferson City  
December 22, 1987

**CASE NO.** GM-88-139

W. R. England, Attorney at Law, 312 East Capitol Avenue, P. O. Box 456  
Jefferson City, Missouri 65102

Enclosed find certified copy of ORDER in the above-numbered case(s).

Sincerely,



Harvey G. Hubbs  
Secretary

uncertified copy:

S. H. Ranson, Jr., President, Rich Hill-Hume Gas Company, Inc., 1201 S. Market, Suite 610  
Wichita, Kansas 67202  
L. E. Schlessman, President, Greeley Gas Company, 1500 Grant Street, Suite 400,  
Denver, Colorado 80203  
Office of the Public Counsel, P. O. Box 7800, Jefferson City, Missouri 65102  
Bates County Clerk, Bates County Courthouse, Butler, Missouri 64730

STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION

At a Session of the Public Service  
Commission held at its office  
in Jefferson City on the 22nd  
day of December, 1987.

CASE NO. GM-88-139

In the matter of the joint application  
of Rich Hill-Hume Gas Company, Inc. and  
Greeley Gas Company for authority to  
sell and purchase Rich Hill-Hume Gas  
Company's franchise, works or system.

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ORDER AND NOTICE

On November 12, 1987, Rich Hill-Hume Gas Company, Inc. and Greeley Gas Company filed a joint application requesting the Commission to authorize the sale and purchase of Rich Hill-Hume Gas Company's franchise, works or system.

The joint application also requests that Greeley Gas Company be granted authority to commence providing gas service in Rich Hill-Hume Gas Company's service area. Greeley Gas Company should, therefore, file with the Commission a certificate from the Secretary of State that it is authorized to do business in the State of Missouri, as required by 4 CSR 240-2.060(2)(A)2.

To facilitate the processing of the application in this matter, the Commission has determined notice of the application should be made while Applicant is submitting the additional information required by 4 CSR 240-2.060. Applications to intervene should be submitted to the Secretary of the Missouri Public Service Commission, Post Office Box 360, Jefferson City, Missouri 65102, and copies sent to:

S. H. Ranson, Jr., President  
Rich Hill-Hume Gas Company, Inc.  
1201 S. Market, Suite 610  
Wichita, Kansas 67202

L. E. Schlessman, President  
Greeley Gas Company  
1500 Grant Street, Suite 400  
Denver, Colorado 80203

W. R. England, III  
Hawkins, Brydon & Swearingen P.C.  
312 East Capitol Avenue  
Post Office Box 456  
Jefferson City, Missouri 65102

The Secretary of the Commission shall send notice of this order to the publisher of each newspaper located within the service area of Rich Hill-Hume Gas Company, as listed in the newspaper directory of the current Official Manual of the State of Missouri. The Secretary shall further send a copy of this order to the Bates County Court.

In the event no proper party or governmental entity files an application to intervene in this matter, the Commission will allow the Applicant to submit its application by verified statements. However, no further Commission consideration will be given this application prior to the Applicant fully complying with 4 CSR 240-2.060(2)(A)2.

It is, therefore,

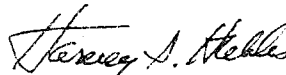
ORDERED: 1. That any interested party wishing to intervene in this matter shall notify the Secretary of the Missouri Public Service Commission and the aforementioned parties no later than January 21, 1988.

ORDERED: 2. That the Secretary of the Commission be, and is, hereby directed to send notice as herein stated.

ORDERED: 3. That Greeley Gas Company be, and is, hereby directed to file with the Commission, pursuant to 4 CSR 240-2.060(2)(A)2, a certificate from the Secretary of State that it is authorized to do business in the State of Missouri.

ORDERED: 4. That this order shall become effective on the date hereof.

BY THE COMMISSION



Harvey G. Hubbs  
Secretary

(S E A L)

Steinmeier, Chm., Musgrave, Mueller.  
Hendren and Fischer, CC., Concur.

Schraer - Riley

CASE NO. GM-88-139

WDS

Chairman

C.M.

Commissioner

G.M.

Commissioner

CB

Commissioner

MT

Commissioner

1 1584

12-22

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 22nd day of December, 1987.

Harvey G. Hubbs  
Harvey G. Hubbs  
Secretary

LAW OFFICES

HAWKINS, BRYDON, SWEARENGEN & ENGLAND

PROFESSIONAL CORPORATION

312 EAST CAPITOL AVENUE

P O BOX 456

JEFFERSON CITY, MISSOURI 65102-0456

AREA CODE 314

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ROBERT L. HAWKINS, JR.  
DAVID V.G. BRYDON  
JAMES C. SWEARENGEN  
WILLIAM R. ENGLAND, III  
JOHNNY K. RICHARDSON  
STEPHEN G. NEWMAN  
MARK W. COMLEY  
GARY W. DUFFY  
VICKI J. GOLDAMMER  
JOHN A. RUTH  
PAUL A. BOUDREAU  
BARRY V. CUNDIFF  
TERRY F. CROW  
ELIZABETH A. WISNOSKY

January 19, 1988

Mr. Harvey G. Hubbs  
Public Service Commission  
P. O. Box 360  
Jefferson City, Missouri 65102

GM-88-139


Dear Mr. Hubbs:

Enclosed for filing in the above-referenced matter please find an original and thirteen copies of an Amendment to the September 28, 1987, Purchase Agreement. I have identified the attached as Revised Exhibit No. 1 and it should be placed with the Joint Application previously filed in this matter. The purpose of the attached Amendment is to provide for the sale of the gas properties at two closings. The first closing will cover the purchase of Mound City Gas Company, Inc., Pleasanton Gas Company, Inc., and Rich Hill-Hume Gas Company, Inc. It is hoped that Missouri Public Service Commission approval can be obtained in an expeditious manner such that this first closing can be held on January 28, 1988.

The second closing will cover the purchase of the Commercial Pipeline Company and will be held as soon as Federal Energy Regulatory Commission approval can be obtained. Please note that between the first closing and the second closing the parties have entered into an Operating Agreement, similar to the one that is currently in effect between Utility Consultants, Inc. and Commercial Pipeline, et al., whereby Greeley Gas Company would take over the operations of the system. A copy of the proposed Operating Agreement is attached to the Amendment to the September 28, 1987, Purchase Agreement, as Exhibit D.

Previously, a draft copy of this Amendment has been provided to Staff and the attached executed copy does not differ from the unsigned copy. Nevertheless, would you please bring this to the immediate attention of the appropriate Commission personnel. I thank you in advance for your cooperation in this matter.

Sincerely,

  
W. R. England, III

WRE/rdg  
Enclosures  
cc: Mr. Gary Gates  
Mr. Jim Flaherty

FILED

JAN 19 1988

PUBLIC SERVICE COMMISSION

**AMENDMENT TO THE SEPTEMBER 28, 1987  
PURCHASE AGREEMENT**

**THIS AMENDMENT** to the September 28, 1987 Purchase Agreement is made and entered into this 12<sup>th</sup> day of January, 1988, by and between GREELEY GAS COMPANY, a Colorado corporation ("Greeley" or "Buyer"), and COMMERCIAL PIPELINE CO., MOUND CITY GAS CO., INC., PLEASANTON GAS CO., INC. and RICH HILL-HUME GAS CO., INC. ("Sellers"). *Rek*

**WHEREAS**, Buyer and Sellers have entered into a Purchase Agreement dated September 28, 1987, whereby Buyer has agreed to buy Sellers' facilities for the transmission and distribution of natural gas, located in Bourbon and Linn Counties of Kansas and Bates County of Missouri; and

**WHEREAS**, the Purchase Agreement is conditioned upon approval by the Missouri Public Service Commission, the Kansas Corporation Commission, the Federal Energy Regulatory Commission and Buyer's banks and bondholders; and

**WHEREAS**, the parties have received or anticipate receiving said approval from the Missouri Public Service Commission, the Kansas Corporation Commission and the Buyer's banks and bondholders by the end of January, 1988, but have learned that it may take up to four more months to receive approval from the Federal Energy Regulatory Commission; and

**WHEREAS**, the parties wish to amend the September 28, 1987 Purchase Agreement pursuant to paragraph 10.7 of that agreement to allow them to go forward with the closing and transfer of assets connected with the sales and facilities owned by Mound City Gas Company, Inc., Pleasanton Gas Company, Inc., and Rich Hill-Hume Gas Company, Inc. which are subject to the Kansas and Missouri state commissions and to delay closing and transfer of assets of Commercial Pipeline Company which is subject to the jurisdiction of the Federal Energy Regulatory Commission, until that commission has approved the transfer of those assets.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties hereto agree to amend the September 28, 1987 Purchase Agreement to read as follows:

**ARTICLE I  
THE SALE AND DESCRIPTION OF PROPERTY**

1.1. The Sale. Sellers hereby agree to sell, assign, transfer and convey unto Buyer or its nominee, free and clear of liens, mortgages and debts, except as otherwise specified in this Agreement, and Buyer agrees to purchase and pay for the following property and assets as a going concern (hereinafter collectively called "the Properties"), as of the applicable Closing Date:

(a) Sellers' gas companies systems for the transmission and distribution of natural gas in Bourbon and Linn Counties of Kansas and Bates County in Missouri, including all pipelines, mains, risers, meters, regulators, valves and fittings in place (such property being hereinafter collectively called "the Systems").

(b) All usable inventory of supplies, tools, and equipment used or useful with respect to the Systems.

(c) All contracts entered into in connection with operation of the Systems, including, without limitation, contracts for retail natural gas service between Sellers for their predecessors and their customers; all Service or Gas Purchase Agreements between Sellers and their natural gas suppliers, including Williams Natural Gas Co. and any wellhead producers; and any Transportation Agreement (hereinafter collectively called "the Contracts").

(d) The real estate described in Exhibit A attached hereto, together with all buildings, structures, fixtures, facilities and improvements located thereon (hereinafter called "the Realty").

(e) All rights-of-way, easements, licenses, franchises, permits, leases and other rights and interests used or useful in connection with the operation of the Systems, including, without limitation, all rights owned by Sellers for or relating to the construction, maintenance or operation of the Systems through, over, under or upon any private or public streets, alleys, roads or highways (hereinafter collectively called "the Easements"). A list of the Easements shall be provided to Buyer within thirty (30) days following the execution of this Agreement.

(f) All other assets used in the operation of the Properties.

## ARTICLE II PRICE

2.1. Base Price. For the properties Buyer shall pay Sellers the sum of \$946,161 (the Base Price) which is Net Utility Plant as of December 31, 1986 as contained in the Consolidated Audit Report prepared by Drees Dunn & Company and described in Exhibit B attached hereto. The Base Price shall be adjusted for changes in the accounts from December 31, 1986 forward.

2.2. Materials and Supplies. With respect to the inventory of Materials and Supplies (including Miscellaneous Parts) purchased by Buyer hereunder Buyer agrees to purchase such at book value.

2.3. Rates. The parties acknowledge that Sellers' existing tariff rates for gas service for the Systems includes expense components related to unrecovered purchased gas costs which are being recovered on a unit of sale basis. If, on the applicable Closing Date underrecovered or overrecovered balances exist, Buyer shall adjust purchase price and assume the overage or underage.

2.4. Other Adjustments. The Base Price shall be adjusted as follows:

(a) All ad valorem taxes applicable to the Properties shall be prorated



as of each Closing Date following the accepted procedure for prorating such taxes in the jurisdiction where the property is located based on current year tax assessments.

(b) All meters, including town border station meters, and pipeline and wellhead purchase meters shall be read by the parties during the period from 8 a.m. to 5 p.m., local time, on each Closing Date, or as soon thereafter as is reasonably possible. Sellers shall be responsible for payment of their gas costs for the Properties up to the applicable Closing Date, and Sellers shall be likewise entitled to the revenues from their customer sales to that date, both based on the meter readings so made. Buyer shall be responsible for payment of all gas costs and shall be entitled to all revenues thereafter.

(c) Buyer shall pay all sales and use taxes on the purchase of Utility Plant to the States of Kansas and Missouri and local government authorities arising out of this transaction.

(d) Buyer shall adjust Base Price for all Meter Deposits and accrued interest owned by Seller at the applicable Closing Date.

(e) Buyer shall adjust Base Price for all Customer Advances held by Seller at the applicable Closing Date.

2.5. Payment. Pursuant to Paragraph 3.1. of the Agreement, as amended herein, Buyer and Sellers will make two closings. The first Closing will concern the transfer of assets connected with the sales and facilities owned by Mound City Gas Company, Inc., Pleasanton Gas Company, Inc. and Rich Hill-Hume Gas Company, Inc. The second Closing will concern the transfer of assets owned by Commercial Pipeline Company. At the first Closing and transfer of assets owned by Mound City Gas Company, Inc., Pleasanton Gas Company, Inc. and Rich Hill-Hume Gas Company, Inc., Buyer shall pay the Sellers \$412,038.00 by wire transfer to an account to be designated by Sellers as its first part of the initial payment of the Base Price of the sale. At the second Closing and transfer of assets owned by Commercial Pipeline Company, Buyer shall pay the Sellers \$534,123.00 by wire transfer to an account to be designated by Sellers as its second part of the initial payment of the Base Price of the sale. After the second Closing Date, Sellers shall take into account all of the calculations and adjustments required by the provisions of this Article. If the final Base Price as calculated by Sellers exceeds the sum theretofore paid by Buyer, Buyer shall pay the Sellers the difference within 180 days of the second Closing Date. If the final Base Price as calculated by the Sellers is smaller than the sum theretofore paid, Sellers shall pay Buyer the difference within 180 days of the second Closing Date. Buyer shall have the right at its sole expense to inspect and audit the records of Sellers relating to the determination of the final Base Price. Amounts due from either party to the other under this Section shall bear interest from the second Closing Date until the date paid at the rate of interest per annum equal to the average prime rate of the Chase Manhattan Bank, N.A., New York City, as in effect during the above period, utilizing the published daily rates of said Bank.

2.6. Earnest Money Deposit. Buyer has delivered to Sellers herewith an Earnest Money Promissory Note in the amount of \$47,000, which note shall be payable on the first Closing and the amount thereof credited towards payment of the amount provided for in Section 2.5 above. Said note shall be otherwise payable and the amount thereof forfeited to Sellers in accordance with the terms of the Earnest Money Agreement, Exhibit C, attached hereto.

**ARTICLE III**  
**CLOSING**

3.1. Time and Location. The first Closing concerning the transfer of assets owned by Mound City Gas Company, Inc., Pleasanton Gas Company, Inc., and Rich Hill-Hume Gas Company, Inc. shall be held at the offices of Utility Consultants, Inc., Suite 620, 120 South Market, Wichita, Kansas 67203 on January 25, 1988, or within thirty (30) days following the date final approval of this transaction is formally granted by the Missouri Public Service Commission; the Kansas Corporation Commission and Buyer's banks and bondholders, if such approval is not granted prior to the above date.

The second Closing concerning the transfer of assets owned by Commercial Pipeline Company shall be held at the offices of Utility Consultants, Inc. on July 31, 1988 or ten (10) days following the date final approval of this transaction is formally granted by the Federal Energy Regulatory Commission.

3.2. Termination. If the first Closing has not been held by February 17, 1988, then this Agreement shall thereafter be subject to termination by either party upon written notice to the other. If the second Closing has not been held by July 31, 1988, then this Agreement shall thereafter be subject to modification as provided in Article XII of this Agreement.

3.3. The Closings. At each Closing, Buyer shall pay to Sellers the initial price as provided in Paragraph 2.5. Sellers shall deliver to Buyer (in form satisfactory to counsel for the parties) good and sufficient instruments of sale, transfer, assignment and conveyance appropriate to accomplish the change of ownership of the Properties as contemplated herein, with standard warranty clauses as to title and in recordable form except as to easements, licenses, permits, etc. No warranty shall be made regarding the merchantability or status of the title to the real estate upon which the Easements are located.

**ARTICLE IV**  
**OBLIGATIONS PENDING CLOSING**

4.1. Governmental Consents. The parties acknowledge the need of certain consents, approvals, and the expiration of certain waiting periods by agencies of government and agree that the receipt of such approval, in form satisfactory to both parties and expiration of said waiting period is a condition precedent to the Closings of this transaction. The parties shall immediately initiate cooperative efforts to obtain all permissions, consents, approvals, authorizations and commencement of waiting periods that may be required by or from the Kansas and Missouri Public Utility Commissions and, if any order is necessary from proceedings that must be initiated by either party, by or from the Federal Energy Regulatory Commission, or any other governmental agency, authority or body, whether state, federal, or municipal, to complete this transaction. Parties shall also cooperate promptly in obtaining any necessary consent from municipalities to assign the Franchise from Sellers to Buyer. Buyer shall be responsible for paying the costs associated with obtaining all permissions, consents, approvals, authorizations which may be required by or from the Kansas and Missouri Public Utility Commissions and the Federal Energy Regulatory Commission.

4.2. Documentation. Sellers have delivered or within thirty (30) days will deliver to Buyer the following:

(a) The names, current wage and salary rates and job titles of each employee presently employed in or dedicated to the Properties with a summary of the compensation and benefits accrued or regularly paid to each of them.

(b) A summary of the records, including accounting, business, inventory, personnel, customer, engineering and other books used or useful in the operation of the Properties.

(c) A detailed copy of customer billing records, meter deposits and customer advances.

(d) Copies of all Service Gas Purchase Agreements described in paragraph 1.1(c).

(e) Detailed listing of Utility Plant included in sale.

4.3. Information. Buyer shall have access and right to copy the files, records, books, ledgers, accounts, property and premises of the Sellers pertaining to the Properties for the limited purposes of examining them and determining such facts and information as it may reasonably need or require in connection with the contemplated purchase.

4.4 Insurance. Sellers agree that until the applicable Closing Date they shall continue all insurance coverage now carried by them respecting the Properties. If any part of the Properties are damaged before the applicable Closing Date, the Sellers may elect to reduce the price by the amount of the damage or diminution of the net book value of the property damaged or destroyed, or Sellers may transfer the proceeds of any applicable insurance to the Buyer, including the amount of any deductible.

4.5. Publicity. Neither party shall make any public announcement of the transaction contemplated hereby without consultation with the other party.

4.6. Conduct of Business. Until the applicable Closing Date, Sellers will:

(a) Conduct their business only in the ordinary course and shall not dispose of any significant portion of the Properties.

(b) Maintain all inventories subject to this Agreement at normal operating levels.

(c) Maintain the Properties free of mortgage, pledge, lease or other encumbrance.

(d) Maintain the compensation and benefits payable to any employees engaged in operating the Systems at a rate consistent with its standard practices respecting compensation and benefits.

(e) Maintain its books, accounts and records pertaining to the Properties in accordance with generally accepted accounting practices.

(f) Use its best efforts to preserve the business organization and services

of the present employees engaged in operation of the Systems, subject to the provisions of Article V of this Agreement.

(g) Maintain and operate the Properties in good operating condition with allowance for normal and reasonable deterioration due to customary use.

(h) Give prior notice to Buyer of any proposed commitment or transaction affecting the Properties outside the ordinary course of business in an amount exceeding \$5,000.

## ARTICLE V EMPLOYEES

5.1. Employees Affected. This Article concerns Operating Company employees of Sellers' Properties. A roster of the affected employees has been furnished to Buyer.

5.2. Termination by Sellers. The Operating Company shall terminate its employment relationship with the affected employees as of the first Closing Date. Such employees shall have the benefit of the termination policies of Operating Company in force on the first Closing Date.

5.3. Employment by Buyer. Buyer shall offer employment as of the first Closing Date to each of Operating Company's employees working or able to work on that date.

5.4. Salary and Benefits. Buyer shall make its offers of employment to the affected employees upon the following terms and conditions, or on terms and conditions that are in the aggregate more favorable than the following:

(a) Buyer will offer the employees the same salary that they were earning at the time of the first Closing plus compensate employees for the contributory portion of enrollment in Buyer's retirement plan.

(b) Pre-employment physical examination shall be waived.

(c) Seniority and tenure with the Operating Company shall be honored and applied to Buyer's benefit schedule for vacations and sick leave beginning in 1988.

(d) Medical insurance and disability coverage and life insurance under the same plans currently offered to employees of Buyer will be offered to the affected employees, and upon acceptance by employees coverage will begin on the first day of employment with Buyer; coverage shall be offered for pre-existing conditions.

(e) Enrollment of employees in Buyer's retirement plan will become effective on the date of purchase.

(f) Retirement benefits under Buyer's retirement plan will be based upon years of service with Buyer except that the terms of continuous service to Operating Company calculated immediately prior to the first Closing Date shall be credited by Buyer for vesting purposes.

(g) Tenure and seniority with Operating Company will be fully recognized for purposes of Buyer's service awards program.

5.5. Conditions of Employment. The parties agree that as between Buyer and Sellers the offers of employment above set forth do not constitute an offer of, or employment for, a fixed term, but only for employment at the will of the employer. Either party or any employee or prospective employee may unilaterally at any time terminate the employment or the prospective employment relationship, except that Buyer shall honor the spirit of this Article. Neither party hereby assumes any obligations or liability of any nature or kind with respect to the employment benefit plans of the other for any such employees. Buyer shall have the right to amend, change or alter the conditions of employment of any such employee at any time after the first Closing Date.

## ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.1. Mutual Representations and Warranties. Buyer and Sellers represent and warrant to each other as follows:

(a) It is a corporation duly organized and validly existing, and in good standing under the laws of the State of its incorporation. It has the corporate power to carry on its business as it is now being conducted and is or will be on the first Closing Date qualified to do business and in good standing in the state where the assets to be purchased and sold under this Agreement are located.

(b) The execution, delivery and performance of this Agreement have been duly authorized by all requisite action of its Board of Directors if necessary, and it shall deliver to the other party a true, correct and certified corporate resolution of said Board of Directors granting the authority to execute this Agreement.

(c) No representation or warranty made by it nor any statement or certificate furnished or to be furnished to the other party in connection with this transaction contains or will contain any untrue statement of material fact or omit to recite a material fact necessary to make the statements contained therein not misleading.

6.2. Representations and Warranties of Sellers. The Sellers represent and warrant to the Buyer as follows:

(a) There is no litigation, proceeding or governmental action pending or threatened against or relating to, nor is there any order, decree or judgment of any court of competent jurisdiction or of any governmental agency that would have a material effect on the Properties, except as set out in Exhibit E, which is incorporated herein by this reference as though fully set forth.

(b) To Sellers' knowledge, there is no imminent or threatened change in the conduct or the scope of its business which would have an adverse effect on the Properties to be sold hereunder.

(c) Sellers are not a party to or bound by any written or oral contract with any labor union or organization in that part of its business touching the Systems. Sellers have not recognized nor are they bound to recognize nor bargain with any labor organization in the operation of the Systems. Sellers agree to timely advise and consult with Buyer on all relevant matters dealing with labor organizations that may arise before the applicable Closing Date.

(d) To the best of Sellers' knowledge, the Systems are being conducted and as of the applicable Closing Date will be conducted in full compliance with requirements of all regulatory bodies exercising jurisdiction over the Systems with regard to rates and conditions of service, and with local building and zoning codes.

(e) The Sellers' books of account pertaining to the Properties and business to be sold are and have been maintained in accordance with accepted accounting principles and the accounting system prescribed for gas utilities by appropriate governmental authority. Except to the extent reflected or reserved in such books of account, Sellers have no liability or obligation of any nature accrued, contingent or otherwise, including, without limitation, tax liabilities due or to become due arising out of the utility operations with which this Agreement is concerned.

(f) All taxes, assessment and other governmental charges upon the Properties imposed, levied or assessed by any agency or subdivision of government which are due and payable have been paid. All federal taxes, assessments or other charges upon the Properties which have become due and payable by the applicable Closing Date will be paid so as not to create a lien on the Properties.

(g) All reports, notifications, financial statements, rate schedules and other documents or instruments required to be filed by Sellers in connection with the Properties under any federal, state or municipal statute, ordinance or law, or under the rules or regulations of any administrative or governmental agency, have been or will be duly filed before the applicable Closing Date, and any fees or other charges required to be paid in connection therewith which are due and payable have been paid.

(h) To the best of Sellers' knowledge, the Franchise constitutes a valid grant and is in good standing and constitutes all requisite authority to operate the distribution systems in the respective municipalities served by Sellers. All payments heretofore required to be made by Sellers thereunder have been made or provided for herein, and Sellers have heretofore performed all conditions and requirements in order to maintain the Franchise in full force and effect. Sellers have not received notice of any cancellation, forfeiture or termination of the Franchise and do not know, or have reasonable grounds to know, of any basis for the cancellation, forfeiture or termination of the Franchise. Sellers hold all necessary approvals and franchise to operate the Systems from the appropriate federal, state and local regulatory agencies and authorities.

(i) Sellers make no warranty (whether written or oral, express or implied) with regard to the merchantability, fitness for a particular purpose, or of condition of the Properties. Sellers do warrant that the Properties to be sold to Buyer hereunder are the means utilized by Sellers to own, operate and maintain the Systems in the same manner in which they are presently being operated by Sellers.

(j) Sellers have no obligations or liabilities to its natural gas suppliers with respect to take-or-pay or deficiency charges, minimum payments or similar charges.

## ARTICLE VII CONDITIONS

7.1. Conditions Precedent to the Obligations of Sellers. The obligation of Sellers to consummate the transaction contemplated by this Agreement is subject to the satisfaction on or before the applicable Closing Date of each of the following conditions precedent:

(a) There shall be no material errors, misstatements or omissions of fact in the representations and warranties made by Buyer herein.

(b) The representations and warranties of Buyer herein, or in any certificate or document delivered pursuant to the provisions hereof, shall be deemed to have been made again at and as of the applicable Closing Date and shall then be true and correct in all respects.

(c) All terms, agreements and conditions required by this Agreement to be performed and complied with by Buyer prior to or at the applicable Closing Date shall have been duly complied with or performed by Buyer.

(d) At the applicable Closing Date, no material suit, action, investigation or other proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby; provided, however, that the Closings may be postponed at the request of Sellers or Buyer for a period not to exceed ninety (90) days to secure the dismissal of any such action, suit, investigation or other proceeding.

(e) All requisite consents and approvals for consummation of the transactions contemplated by this Agreement, including the assignments, transfers and conveyances of the Properties as specified herein, shall have been obtained from third parties or appropriate governmental bodies with jurisdiction.

7.2. Conditions Precedent to the Obligations of Buyer. The obligations of Buyer to consummate this Agreement are subject to the satisfaction, on or before the applicable Closing Date, of each of the following conditions precedent:

(a) There shall be no material errors, misstatements or omissions of fact in the representations or warranties made by Seller herein.

(b) The representations and warranties of Sellers herein, or in any certificate or document delivered pursuant to the provisions hereof, shall be deemed to have been made again at and as of the applicable Closing Date and shall then be true and correct in all respects.

(c) All terms, agreements and conditions required by this Agreement to be performed and complied with by Sellers at or before the applicable Closing

Date shall have been duly complied with or performed by Sellers.

(d) All requisite consents and approvals for consummation of the transactions contemplated by this Agreement, including the assignments, transfers and conveyances of the Properties as specified herein, shall have been obtained from third parties or appropriate governmental bodies with jurisdiction.

7.3. Waiver. Each party, by action of its Board of Directors or an officer authorized by its Board of Directors, or otherwise authorized, may, at its option, waive in writing any one or more of the conditions herein contained to which its obligations hereunder are subject, but a waiver of one condition shall not be deemed a waiver of any other condition.

#### ARTICLE VIII OBLIGATIONS AFTER THE CLOSINGS

8.1. Reasonable Access. After each Closing Date, each party shall have reasonable access during normal business hours to all files, books, records and documents of the other party relating to the Properties purchased hereunder for the limited purposes of completing the transaction. This right of access shall not create a duty on either party to retain said files, books, records and documents for any period of time beyond the applicable Closing Date, except for materials necessary to complete the transaction and except that neither party shall destroy any of said materials which may be needed or useful to the other party in complying with any governmental regulations or filing tax returns without thirty (30) days' prior written notice to the other party.

8.2. Permits, Licenses, Etc. The parties acknowledge that the transfer of the interests described in Paragraph 1.1(e), such as licenses and permits (except for leases and true easements) may not be possible before the applicable Closing Date because of the number and variety of the interests and the requirements imposed by third-party grantors of them. Therefore, notwithstanding any other provision of this Agreement to the contrary, the parties agree that within sixty (60) days of the execution of this Agreement, Sellers shall furnish to Buyer a list of such instruments (excepting leases and true easements) or copies of the same, the Sellers shall cooperate in every respect before and after the applicable Closing in the transfer of such interests, but the obligation to pursue such transfer shall rest principally upon the Buyer, the failure or inability to accomplish such transfer fully before the applicable Closing Date shall not impair the obligation to close.

#### ARTICLE IX INDEMNITY AND ASSUMPTION OF OBLIGATIONS

9.1. By Sellers. Sellers shall indemnify and hold Buyer harmless against and in respect of any and all liability, loss, damage, costs, fees, or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of Sellers under this Agreement or from any misrepresentation in or occasioned by any certificate or other instrument furnished or to be furnished by Sellers hereunder, and from any loss, cause of action, suit, proceeding, judgment, cost and expense arising from any incident, act, transaction or omission occurring with respect to the property to be transferred to Buyer hereunder prior to the time



of each Closing.

9.2. By Buyer. Buyer shall indemnify and hold Sellers harmless against and in respect of any and all liability, loss, damage, costs, fees or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of Buyer under this Agreement or from any misrepresentation in or occasioned by any certificate or other instrument furnished or to be furnished by Buyer hereunder, and from any loss, cause of action, suit, proceeding, judgment, cost and expense arising from any incident, act, transmission or omission occurring with respect to the property to be received from Sellers hereunder subsequent to the time of each Closing.

9.3. Assumption of Obligations. On each Closing Date, Buyer shall accept and assume ownership and title to all Properties conveyed at each of those Closings (including the Systems, Contracts for natural gas service between Sellers or their predecessors and their customers, and any Contracts or Agreements between Sellers and their natural gas suppliers); and Buyer shall be responsible for and shall assume liability for all obligations (including without limitation all contractual obligations, if any, under gas purchase contracts with suppliers or producers) arising after each Closing with respect to the Properties conveyed at the Closings.

#### ARTICLE X MISCELLANEOUS

10.1. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the States of Colorado, Kansas and Missouri.

10.2. Cooperation. The parties shall use their best reasonable efforts to perform their respective obligations hereunder and promptly to do all things that may be reasonably required to consummate the transaction.

10.3. Notices. All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, postage prepaid, with return receipt requested, addressed as follows:

If to Greeley, to:

L. E. Schlessman, President  
Greeley Gas Company  
Penn Center, Suite 800  
1301 Pennsylvania Street  
Denver, Colorado 80203-5015

If to Sellers, to:

S. H. Ranson, Jr., President  
Commercial Pipeline Co., Inc. and Associated Companies  
120 S. Market, Suite 610  
Wichita, Kansas 67202

Either party may change its address for notice by written notice given to the other party. Each party shall promptly give written notice to the other upon becoming aware of the occurrence, or impending or threatened occurrence, of any event which

would cause or constitute a breach of any of its representations or warranties contained or referred to herein and will use its reasonable efforts to prevent or promptly remedy the same.

10.4. Brokers. The parties covenant to each other that no broker, finder, financial advisor or similar person has been retained by any of them; and in any cause where such a broker, finder or financial advisor has been retained by a party, such party agrees to defend, indemnify and hold harmless the other party from and against all brokers', finders', or financial advisors' fees or claims asserted through such party in connection with or on account of this Agreement or any transaction herein contemplated.

10.5. Parties. This Agreement shall inure to the benefit of and be binding upon the parties named herein and their respective successors and assigns. Nothing herein, expressed or implied, is intended to confer any right or remedy upon any other person.

10.6. Assignment. The parties shall not assign this Agreement or any interest hereunder without the prior written approval of the other parties.

10.7. Modification. No modification, amendment or addition to this Agreement shall be effective unless reduced to writing and executed with the same formality as this Agreement.

10.8. Partnership. Nothing in this Agreement is intended to or shall be deemed to create a partnership or joint venture between the parties.

10.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute only one agreement.

10.10. Entire Agreement. This contract contains the entire agreement between the parties and there are no misrepresentations, undertakings or agreements, oral or written, between the parties which are not included herein.

10.11. Survival. The obligations and covenants of the parties herein which, by their terms, are not to be completed on or before the applicable Closing, shall survive the applicable Closing and inure to the benefit of and be binding upon the parties until performed.

ARTICLE XI  
OPERATION OF COMMERCIAL PIPELINE CO.  
(FERC JURISDICTIONAL) PENDING APPROVAL  
OF THIS PURCHASE AGREEMENT BY THE  
FEDERAL ENERGY REGULATORY COMMISSION

11.1. Operation. At the date of the first Closing, Commercial Pipeline Co. and Buyer agree to enter into an operating agreement that is similar to the operating agreement attached hereto as Exhibit D. Said operating agreement between Commercial Pipeline Co. and Buyer shall remain in effect pending approval of this purchase agreement by the Federal Energy Regulatory Commission and up through the date of the second Closing.

11.2. Transfer. No transfer of ownership of Commercial Pipeline's facilities or sales that are subject to the jurisdiction of the FERC shall occur until after the parties have received approval of said transfer of ownership from the FERC.

**ARTICLE XII**  
**MODIFICATION OF THIS AGREEMENT**  
**FOR DELAY IN SECURING APPROVAL OF**  
**FEDERAL ENERGY REGULATORY COMMISSION**

12.1. Modification. In the event that final approval of this transaction has not been formally granted by the Federal Energy Regulatory Commission prior to July 31, 1988, the Sellers and the Buyer shall forthwith execute an appropriate modification of this Agreement providing for deferral of the second Closing to a date which is acceptable to the Sellers and the Buyer.

**IN WITNESS WHEREOF,** the undersigned parties have duly executed this Agreement as of the date first above written.

ATTEST:

**GREELEY GAS COMPANY**

*Wilma A. Williams*  
Assistant Secretary

By: *Richard W. Remley*  
Richard W. Remley, Sr. Vice Pres.

ATTEST:

**COMMERCIAL PIPELINE COMPANY**

*John J. Engstrom*  
John J. Engstrom, Vice President

By: *S. H. Ranson, Jr.*  
S. H. Ranson, Jr., President

ATTEST:

**MOUND CITY GAS COMPANY, INC.**

*John J. Engstrom*  
John J. Engstrom, Vice President

By: *S. H. Ranson, Jr.*  
S. H. Ranson, Jr., President

ATTEST:

**PLEASANTON GAS COMPANY, INC.**

*John J. Engstrom*  
John J. Engstrom, Vice President

By: *S. H. Ranson, Jr.*  
S. H. Ranson, Jr., President

ATTEST:

**RICH HILL-HUME GAS COMPANY,  
INC.**

*John J. Engstrom*  
John J. Engstrom, Vice President

By: *S. H. Ranson, Jr.*  
S. H. Ranson, Jr., President

EXHIBIT A

(List of Real Estate)

To be provided by Utility Consultants, Inc.

EXHIBIT B

Commercial Pipeline Company, Mound City Gas Company, Inc.  
Pleasanton Gas Company, Inc. and Rich Hill-Hume Gas Company, Inc.  
Amendment to the September 28, 1987 Purchase Agreement

NET UTILITY PLANT SCHEDULE

Net Utility Plant as of December 31, 1986 per accounting report of Drees Dunn & Company.

Commercial Pipeline Company	\$ 534,123.00
Mound City Gas Company, Inc.	95,053.00
Pleasanton Gas Company, Inc.	155,923.00
Rich Hill-Hume Gas Company, Inc.	<u>161,062.00</u>
Total Net Utility Plant	\$ 946,161.00

EXHIBIT C

Commercial Pipeline Company, Mound City Gas Company, Inc.,  
Pleasanton Gas Company, Inc. and Rich Hill-Hume Gas Company, Inc.  
Property Sale

EARNEST MONEY AGREEMENT

In consideration of Sellers' execution of the Amendment to the September 28, 1987 Purchase Agreement, Buyer hereby delivers to Seller its promissory note in the principal sum of \$47,000 ("Earnest Money") to apply on the Base Price for the Properties upon terms and conditions as stated in the Purchase Agreement, it being hereby agreed and understood that in the event Buyer refuses to make the first Closing of the transaction contemplated by the Amendment to the September 28, 1987 Purchase Agreement in the manner contemplated by the Amendment to the September 28, 1987 Purchase Agreement for reasons other than those set forth in Section 7.2 thereof, Seller may, at its option, retain the said Earnest Money hereby paid, as liquidated damages for such failure.


The terms defined in the Amendment to the September 28, 1987 Purchase Agreement of even date herewith between Sellers and Buyer, initialed by Sellers' and Buyer's appropriate respective representatives, and otherwise not defined herein are being used as defined terms.

Sellers by its execution hereof acknowledges receipt of said promissory note.

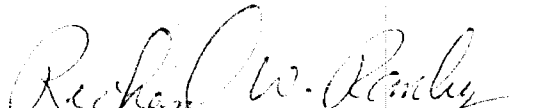
This Agreement shall be interpreted in accordance with the laws of the State of Colorado.

DATED this \_\_\_\_ day of December, 1987.

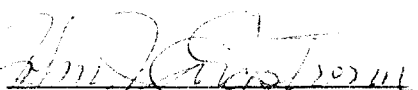
ATTEST:

  
Alma A. Williams  
Assistant Secretary

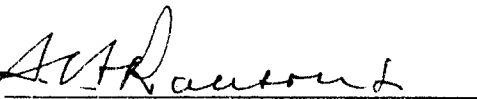
GREELEY GAS COMPANY

By:   
Richard W. Remley, Sr. Vice Pres.

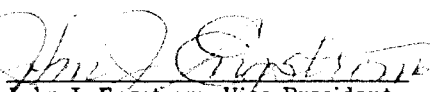
ATTEST:

  
John J. Engstrom, Vice President

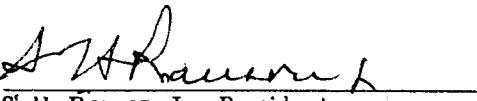
COMMERCIAL PIPELINE COMPANY

By:   
S. H. Ranson, Jr., President


ATTEST:

  
John J. Engstrom, Vice President


MOUND CITY GAS COMPANY, INC.

By:   
S. H. Ranson, Jr., President

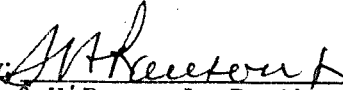
ATTEST:

  
John J. Engstrom, Vice President

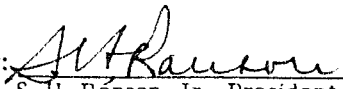
ATTEST:

  
John J. Engstrom, Vice President

PLEASANTON GAS COMPANY, INC.

By:   
S. H. Ranson, Jr., President

RICH HILL-HUME GAS COMPANY,  
INC.

By:   
S. H. Ranson, Jr., President

EARNEST MONEY PROMISSORY NOTE

U.S. \$47,000.00

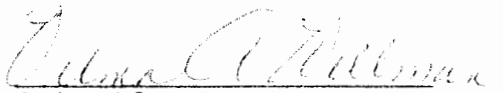
December \_\_\_\_, 1987  
Denver, Colorado

FOR VALUE RECEIVED, GREELEY GAS COMPANY, a Colorado corporation (Maker), promises to pay, to the order of Commercial Pipeline Company, Mound City Gas Company, Inc., Pleasanton Gas Company, Inc. and Rich Hill-Hume Gas Company, Inc., the sum of Forty Seven Thousand Dollars (\$47,000.00) collectively. Said sum shall be due and payable in accordance with the terms and conditions of that certain Earnest Money Agreement of even date herewith entered into between Maker and Payees, which is Exhibit C to that certain Amendment to the September 28, 1987 Purchase Agreement wherein Maker has agreed to purchase from the Payees certain properties known as the "Commercial Pipeline Company, Mound City Gas Company, Inc., Pleasanton Gas Company, Inc. and Rich Hill-Hume Gas Company, Inc. Properties", as more particularly described therein.

Presentment, notice of dishonor and protest are hereby waived. If this note is not paid when due, Maker agrees to pay all reasonable costs of collection, including attorneys fees.

ATTEST:

GREELEY GAS COMPANY

  
Assistant Secretary

By:

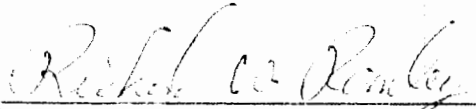
  
Richard W. Remley, Sr. Vice Pres.



EXHIBIT D

OPERATING CONTRACT

This contract, entered into this \_\_\_\_\_ day of December, 1987, by and between:

Commercial Pipeline Company, Inc., herein-  
after referred to as "Owner", party of the  
first part,

and

Greeley Gas Company, hereinafter referred  
to as "Operator", party of the second part.

WITNESSETH

**WHEREAS**, Owner is a public utility owning a natural gas pipeline in Bourbon and Linn Counties of Kansas, transporting natural gas for sale to gas distribution companies and to ultimate consumers; and

**WHEREAS**, Owner and Operator have entered into a Purchase Agreement whereby Operator has agreed to purchase Owner's pipeline subject to approval by the Federal Energy Regulatory Commission (FERC); and

**WHEREAS**, Owner has determined that more efficient operations can be achieved at lower cost by hiring Operator pending FERC approval of the purchase which specializes in the operation of utilities; and

**WHEREAS**, Operator agrees to operate the Owner's system pending FERC approval of the purchase pursuant to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the several covenants, undertakings and agreements herein to be performed by both parties, such parties agree as follows:

I. OPERATOR AGREES TO:

- a. Furnish all operating, supervisory, and office personnel as needed (including emergency calls).
- b. Provide books, records, and office supplies (journals, forms, ledgers, stationery, maps, etc.) which shall become property of Owner.
- c. Furnish operating equipment, including trucks, tools, office furniture, and machines.
- d. Furnish materials as needed, which shall be ordered, received, and stored by Operator, but paid for upon installation by Owner. (Direct procurement negotiable on major construction programs).
- e. Perform the following services:

1. Supervise gas pressure in lines.
  2. Read retail meters monthly.
  3. Compute, print, and distribute monthly retail gas bills (including necessary non-utility charges).
  4. Supervise collection of gas bills and depositing of money.
  5. Maintain meter deposit records.
  6. Keep all necessary records and books, furnishing these monthly to Owner's auditors for financial examination, audit and tax return preparation.
  7. Supervise cash flow, prepare cash transfer checks, reconcile bank accounts, and render periodic cash statements.
  8. Render monthly operating reports and periodic financial statements to Owner's management.
  9. Conduct a continuing leak search and repair program on the distribution system lines.
  10. Conduct a continuing meter maintenance program.
  11. Recommend institutional advertising programs to Owner's management; such programs to be paid for by Owner.
  12. Solicit new business for Owner.
  13. Make necessary service calls (calls involving work on customer's property may be charged to customer directly by Operator).
  14. Furnish to Owner the amount of capitalizable material and labor included in the Operator's monthly billings.
  15. Prepare all routine reports to regulatory bodies; such reports shall be reviewed, approved and submitted by Owner.
  16. Provide information as is required to administrate all purchased gas adjustment provisions of the company's rates, PGA reports to regulatory bodies, publish notices, and rate administration including, but not limited to, surcharge, actual cost adjustment, refund and deferral accounts (general rate increase applications shall be excluded).
- f. Pay for the following items:
1. Salaries, incentive bonuses, payroll taxes, fringe benefits and travel expenses for its employees.
  2. Operating and maintenance expenses of trucks, tools, and equipment.
  3. Utilities.
  4. Local collectors.
  5. New trucks, equipment and tools.
  6. Independent contractors hired to do normal operations and maintenance.
  7. Legal and regulatory expenses.
- g. Make a reasonable effort to maintain good public relations for the Owner with the customers, local officials and regulatory bodies.
- h. Make a reasonable effort to maximize sales, reduce cost of gas, improve the physical condition of the system, and provide safe and reliable service to the customers.
- i. Carry a reasonable amount of insurance if available at a reasonable cost, and obtain additional named insurance coverage for Owner.

## II. OWNER AGREES TO:

- a. Establish and communicate management policies for Operator to follow:
- b. Furnish the following items:
  1. Present books and records.
  2. Present trucks, tools, equipment and furniture.
- c. Pay for the following items:
  1. Natural gas purchased.
  2. Taxes, including franchise taxes.
  3. All materials.
  4. Engineering fees on major capital additions.
  5. Salary of any outside employees or agents hired directly.
  6. Interest on debts.
  7. Officer's salaries.
  8. Director's fees.
  9. Financial statements, financial examinations, audits, and tax return preparation by outside accountants.
  10. Reimburse Operator for its cost in obtaining additional named insurance coverage for Owner.
  11. Institutional advertising.

## III. COMPENSATION

- a. In consideration of the Operator's services and expenses, Owner shall pay Operator, within twenty (20) days after the close of each month, a base fee covering operation of the system, to be computed as follows:

Meter reading expense	\$ .70 per customer per month
Billing expense	2.41 per customer per month
Office supplies	.19 per customer per month
Sales and marketing exp.	.37 per customer per month
Customer calls	.58 per customer per month
Clerical supervision	2.04 per customer per month
Supervisory expense -	
Distribution system	1.56 per customer per month
Administration charge	<u>.80</u> per customer per month
	\$8.65

Transmission line operating charges	\$58.25 per mile per month
Regulatory administration charges	\$116.44 per month

- b. In addition to the above basic charges, Owner shall pay Operator for any construction work according to the following schedule:
  1. Minimum construction charge per job — \$80.95
  2. Material at cost, plus 25% (to cover freight, warehousing and handling).
  3. A labor charge of \$25.00 will be made per installation and new meter where customer is converted from propane to natural gas.

4. Labor on installation of pipe will be computed as follows:
 

All diameters up to and including 1 1/4"	\$ 1.67 per foot
1 1/4" to 2"	2.25 per foot
2" to 4"	2.89 per foot
4" to 6"	3.60 per foot
5. Road bore labor will be calculated at a rate of \$1.99 per foot, per diameter inch of bore.
6. Major construction projects are subject to negotiated "package" pricing on an individual basis.
7. Major sections of line replacement shall be subject to a negotiated "tie in fee" to cover testing, purge and introduction to service of line section.
8. A rock removal charge, when required, will be negotiated on an individual basis.
9. Any items of construction not covered by one of the foregoing fee schedules will be priced on a negotiated basis prior to the time work commences on that particular item.

c. Also, Owner will pay Operator a daily charge for any work required by any regulatory body, over and above the normal records required to be maintained for the rendering of annual reports. Preparation and representation for the purpose of obtaining a rate increase shall be payable by Owner to Operator on a per diem basis. Operator shall bill said fees to Owner within five (5) days after the last day of the month, itemizing all charges.

d. Interest will be compounded monthly on any unpaid balance due the Operator, based upon the current local prime interest rate.

#### IV. TERM OF CONTRACT:

This contract covers the period from the date of the first Closing as set forth in Article XI of the "Amendment to the September 28, 1987 Purchase Agreement" dated \_\_\_\_\_, 1988 between Owner and Operator through the date of the second Closing as set forth in Article XI of the above mentioned Purchase Agreement. This Operating Agreement may be extended thereafter by mutual agreement between the parties.

All prices included herein are subject to semi-annual revision, based upon a percentage of increase or decrease as reflected by "All Items Index" information from the U.S. Department of Labor, as shown in the Monthly Labor Review, published by the Department of Labor Statistics. Said revision will be by percentage, equal to percentage change of latest twelve monthly index accounts average, and compared by like figures from six months prior. (Present prices were developed utilizing "All Items Index" figures from April, 1986 through March, 1987, said Index average being 330.75). While both parties recognize the necessity of tying Operator's cost to the changing economy, the burden of supplying statistics applicable to the above mentioned Index change will be placed upon the Operator.

In the event such price revision occurs which is not agreeable to either party, each retains the right to cancel this agreement at the end of any semi-annual period, six months after written notice of such intent of

termination is given. Unless such written notice is given, this agreement will automatically extend beyond above term for intervals of six months.

V. IT IS UNDERSTOOD AND AGREED:

That the Operator is acting as an independent contractor, and not as an agent for, or partner, or coadventurer with, Owner; and that the relations between Operator and Owner shall be governed exclusively by the terms and conditions contained in this contract.

THIS CONTRACT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 198\_\_.

**COMMERCIAL PIPELINE CO., INC.**

By: *J. W. Ransom*  
President

**GREELEY GAS COMPANY**

By: *Richard W. Remley*  
Richard W. Remley, Sr. Vice President

EXHIBIT E

(List of Pending Litigation)

To be provided by Utility Consultants, Inc.