

LAW OFFICES OF
ANDERSON & BYRD
A Limited Liability Partnership

2007.04.19 10:13:23
Kansas Corporation Commission
/s/ Susan K. Duffy

JOHN L. RICHESON
JAMES G. FLAHERTY
R. SCOTT RYBURN
DANIEL D. COVINGTON

216 S. HICKORY, P. O. BOX 17
OTTAWA, KANSAS 66067
(785) 242-1234, Telephone
(785) 242-1279, Facsimile
www.andersonbyrd.com

ROBERT A. ANDERSON
(1920-1994)
RICHARD C. BYRD
RETIRED

April 19, 2007

STATE CORPORATION COMMISSION

Ms. Susan K. Duffy
Executive Director
Kansas Corporation Commission
1500 S. W. Arrowhead Road
Topeka, Kansas 66604-4027

APR 19 2007

 Docket
Room

Re: Aquila, Inc., d/b/a Aquila Networks - KGO
Docket No. ~~07-AQLG-431-RTS~~

Dear Ms. Duffy:

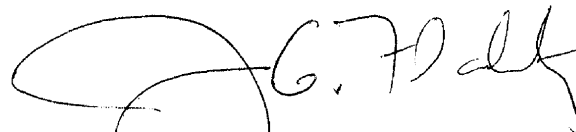
07-BHCG-1063-ACQ

Enclosed are the schedules to the Asset Purchase Agreement and Partnership Interests Purchase Agreement to be filed on behalf of the Joint Applicants in the above-captioned matter. Pursuant to the Protective Order dated November 3, 2006, some of the schedules have been designated as confidential. A public version of the schedules is also included.

I would appreciate receiving a file stamped copy of this cover letter as well as a file stamped copy of each agreement for my files. An envelope is included for your convenience.

Thank you for your assistance. If you have any questions, please call.

Sincerely,



James G. Flaherty
jflaherty@andersonbyrd.com

JGF:rr

Enclosure

cc: W. Robert Alderson, Jr.
Jason Gray
David R. Springe

07-1063

Execution Copy

Asset Purchase Agreement
by and among
Aquila, Inc.,
Black Hills Corporation,
Great Plains Energy Incorporated
and
Gregory Acquisition Corp.

SELLER DISCLOSURE SCHEDULES

Dated: February 6, 2007

STATE CORPORATION COMMISSION

APR 19 2007

Susan Talbot Docket
Room

SELLER DISCLOSURE SCHEDULES

The attached Schedules have been prepared and delivered in accordance with, and are incorporated into as part and parcel of, the Asset Purchase Agreement (the "Agreement"), dated February 6, 2007, by and among Aquila, Inc., a Delaware corporation ("Seller"), Black Hills Corporation, a South Dakota corporation ("Buyer"), Great Plains Energy Incorporated, a Missouri corporation ("Parent"), and Gregory Acquisition Corp., a Delaware corporation ("Merger Sub"). Capitalized terms used but not defined in these Schedules have the meanings ascribed to them in the Agreement, unless the context otherwise requires.

Neither these Schedules nor any disclosure made in or by virtue of them constitutes or implies any representation, warranty, or covenant by Seller not expressly set out in the Agreement, and neither these Schedules nor any such disclosure has the effect of, or may be construed as, adding to, deleting from or revising the scope of any of the representations, warranties, or covenants of Seller in the Agreement.

Any item disclosed or listed on any particular Schedule is deemed to be disclosed or listed on any other Schedule to the extent it is reasonably apparent that such item relates or is applicable to, or is properly disclosed under, such other Schedule or the section of the Agreement to which such other Schedule corresponds.

Matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected in these Schedules. The fact that any item of information is contained herein is not an admission of liability under any applicable Law, and does not mean that such information is required to be disclosed in or by the Agreement, or that such information is material. Such information will not be used as a basis for interpreting the terms "material," "materially," "materiality," "Material Adverse Effect," or any similar qualification in the Agreement.

The section headings and subheadings in these Schedules are for convenience of reference only and do not affect, and will not be utilized in construing or interpreting, these Schedules or any other part of the Agreement.

SCHEDULES

Schedule 1.1-A	Business Activities
Schedule 1.1-B	Business Employees
Schedule 1.1-D	Central or Shared Functions
Schedule 1.1-E	Seller Required Regulatory Approvals
Schedule 1.1-F	Seller's Knowledge
Schedule 1.1-G	Material Adverse Effect Events and Conditions
Schedule 2.1(a)	Real Property
Schedule 2.1(d)	Tangible Personal Property
Schedule 2.1(n)	Other Assets
Schedule 2.2(l)	Retained Agreements
Schedule 3.1(a)	Capital Expenditures Budget
Schedule 3.1(b)	Reference Balance Sheet
Schedule 3.1(c)	Reference Working Capital
Schedule 5.3	Seller's Consents and Approvals
Schedule 5.5(a)	Selected Balance Sheet Information
Schedule 5.5(b)	Division Income Statement Information
Schedule 5.6	Material Adverse Effect
Schedule 5.7	Transactions Outside the Ordinary Course of Business
Schedule 5.8	Title
Schedule 5.9	Real Property Leases
Schedule 5.10(a)-1	Sufficiency of Environmental Permits
Schedule 5.10(a)-2	Environmental Permits
Schedule 5.10(b)	Environmental Notices
Schedule 5.10(c)	Hazardous Material Releases
Schedule 5.11	Labor Matters
Schedule 5.12(a)	Employee Benefit Plans
Schedule 5.12(d)	Administrator or Fiduciary Non-Compliance
Schedule 5.12(g)	Retiree Health and Welfare Benefits
Schedule 5.13(a)	Certain Contracts and Arrangements
Schedule 5.13(b)	Franchises
Schedule 5.14	Legal Proceedings and Orders
Schedule 5.22	Financial Hedges
Schedule 5.22(a)	Financial Hedges (Pre-Closing)
Schedule 8.1	Conduct of Business
Schedule 8.5(d)	Shared Agreements
Schedule 8.8(d)(ii)-A	Other Plan Participants
Schedule 8.8(d)(ii)(D)	Covered Individuals

Schedule 1.1-B
Business Employees

As of January 30, 2007, other than the employees of Seller principally related to its Kansas electric operations, the employees of Seller headquartered in Iowa, Kansas and Nebraska include:

<u>Employee Name</u>	<u>General Ledger</u> <u>Unit</u>	<u>Location</u>
----------------------	--------------------------------------	-----------------

REDACTED IN FULL

Schedule 1.1-A
Business Activities

1. Service Guard (appliance repair business) in Iowa, Nebraska and Kansas.
2. Utility-related administrative and technical services, such as:
 - a. meter reading (e.g., municipal water/electric meters);
 - b. design, build, O&M and other services for customer fuel lines;
 - c. administrative services for customers (e.g., back-office services);
 - d. service farm tap customers;
 - e. manage municipal systems;
 - f. cathodic/leak survey services; and
 - g. own pipelines serving large volume customers in Nebraska.
3. Certain activities constituting Central or Shared Functions as of the date of the Agreement, but relating to employees or assets that Parent and Buyer wish to transfer to Buyer pursuant to the Agreement, including:
 - a. services performed by Seller's employees headquartered in Omaha, Nebraska, including Gas Supply Services as described on Schedule 1.1-D;
 - b. call center operations performed in the Lincoln, Nebraska call center; and
 - c. meter reading services performed in the Council Bluffs, Iowa meter reading shop.

Schedule 1.1-D
Central or Shared Functions

The Central or Shared Functions consist of the following business functions:

1. **Executive Management** – Handles all executive management functions, including strategic decision making, management evaluation and oversight, and corporate communications services.
2. **Customer Care/Billing/Collections/Remittance** – Handles customer inquiries, billing services, collections and delinquent accounts, and customer payments.
3. **Information Technology Services** – Provides all information technology planning, services, and support.
4. **Insurance** – Identifies and analyzes risks associated with Seller's businesses and develops solutions to mitigate those risks (including by procuring insurance).
5. **Tax Services** – Manages all activities related to Taxes.
6. **Environmental Services** – Handles all environmental matters, including management of risks related to the Environment, compliance with Environmental Laws, handling of Environmental Claims, management of Environmental Permits, and responses to Releases or threatened Releases.
7. **Legal** – Handles directly or manages outside counsel's handling of all legal matters.
8. **Legislative Regulatory Services** – Provides legislative and regulatory services, including regulatory accounting, regulatory analytical support, regulatory filings, regulatory compliance, legislative planning, and legislative monitoring.
9. **Human Resources** – Handles and manages all employee and employee benefits matters, compensation, succession planning and employee development, compliance with equal opportunity and safety rules, and relationships with unions.
10. **Credit** – Provides credit risk management analysis and manages collateral and security issues.
11. **Corporate Records** – Develops and manages records management policies, standards, and procedures and maintains records depository.
12. **Finance and Accounting** – Manages all finance and accounting activities, including financial planning and business analysis, annual budgeting, rate case analysis and support, SEC reporting, general and property ledger accounting, and Sarbanes-Oxley compliance.
13. **Treasury** – Manages all treasury functions, including cash account management, controlled disbursements, and wire and automated clearing house funding.
14. **Facilities** – Assists with the acquisition and divestiture of property, maintains real estate records, and manages lease obligations and records.

15. **Contract Management and Procurement** – Provides procurement support, including the negotiation of services agreements and assessing risk profiles of potential suppliers and service providers.
16. **Gas Supply Services** – Procures natural gas commodity supplies and pipeline transportation capacity, develops and implements hedging strategies, and conducts gas supply planning.
17. **Miscellaneous Corporate Services** –
 - a. Line safety (e.g., fire alarm maintenance and testing, sprinkler system maintenance and testing, egress systems, emergency power and lighting, and vertical transportation systems);
 - b. Furniture systems (e.g., furniture changes, furniture layout and design, and space planning and use);
 - c. Building maintenance (e.g., janitorial and trash removal, mechanical system prevention and repair, plumbing system prevention and repair, electrical system prevention and repair, lighting system maintenance and repair, interior maintenance, exterior walks and drives, window cleaning, metals maintenance, plant care, and pest control);
 - d. Business services (e.g., office supplies, mail delivery/processing, shipping/receiving, cafeteria services, document center services, switch board services, conference room setups, audio/visual setups, and breakroom services);
 - e. Real estate services (e.g., real estate/lease disposal and acquisition, and lease/sub-lease management);
 - f. Special projects (as required to support Seller); and
 - g. Travel services.

Schedule 1.1-E
Seller Required Regulatory Approvals

1. Buyer and Seller must file a joint application with the KCC for the purpose of obtaining approval for Seller to (a) transfer to Buyer the Business and the Purchased Assets, to the extent related to Kansas, (b) transfer to Buyer the certificates of public convenience and necessity, and similar authority previously accorded to Seller, related to the Business operated by Seller in Kansas, (c) cease to provide natural gas service in Kansas.
2. Buyer and Seller must file a joint application with the IUB for the purpose of obtaining (a) the IUB's consent or approval, by order or otherwise, to the transfer to Buyer of the Business and the Purchased Assets, to the extent related to Iowa, and (b) the IUB's consent or approval, by order or otherwise, for Seller to cease to provide natural gas service in Iowa and to transfer to Buyer the right and duty to provide natural gas service in Iowa.
3. Buyer and Seller must file a joint application with the NPSC for the purpose of obtaining approval for Seller to (a) transfer to Buyer the Business and the Purchased Assets, to the extent related to Nebraska, (b) transfer to Buyer the certificates of public convenience and necessity, and similar authority previously accorded to Seller, related to the Business operated by Seller in Nebraska, (c) transfer to Buyer franchises granted to Seller (including its predecessors) by Nebraska municipalities in which it serves, and (d) cease to provide natural gas service as a "jurisdictional utility" in Nebraska.
4. Buyer may be required to file an application with the Missouri Public Service Commission for the purpose of obtaining approval for Seller to transfer to Buyer the Purchased Assets, to the extent any of the Purchased Assets are "necessary or useful" for the Missouri utility operations of Seller.
5. With respect to the "standstill" obligations imposed on Seller by the KCC in Docket No. UTCG-701-GIG, Seller must file an application with the KCC for the purpose of obtaining the approval to, or a waiver of the applicable "standstill" restrictions in order to, transfer to Buyer the Purchased Assets, to the extent related to Iowa and Nebraska.

The applications described above will be limited to matters that are required by Law for the Buyer and Seller to complete the Closing pursuant to the Agreement and other matters reasonably related thereto.

Schedule 1.1-F
Seller's Knowledge

1. Richard Green, Chairman, President and Chief Executive Officer
2. Keith Stamm, Senior Vice President and Chief Operating Officer
3. Jon Empson, Senior Vice President, Regulated Operations
4. Beth Armstrong, Vice President and Chief Accounting Officer
5. Christopher Reitz, Senior Vice President, General Counsel and Secretary
6. Leo Morton, Senior Vice President and Chief Administrative Officer
7. Mike Cole, Vice President, Finance and Treasurer
8. Stephen Pella, Operating Vice President, Nebraska
9. Tracy Peterson, Operating Vice President, Iowa
10. Chuck Loomis, Vice President, Kansas and Colorado Gas Operations
11. Steve Jurek, Vice President, Regulatory Services
12. Trent Cozad, Vice President, Gas Supply Services
13. Block Andrews, Director, Environmental (solely for the representations in Section 5.10)
14. Jeff Stamm, Vice President, Tax (solely for the representations in Section 5.18)
15. Phil Beyer, Director, Benefits (solely for the representations in Sections 5.11 and 5.12)
16. Jerl Banning, Director, Compensation (solely for the representations in Sections 5.11 and 5.12)
17. Darryl Uffelmann, Director, Labor Relations and Chief Compliance Officer (solely for the representations in Sections 5.11 and 5.12)
18. Chris Andersen, Senior Manager, Facilities (solely for the representations in Sections 5.8 and 5.9)
19. Tom Fleener, Vice President, Corporate Development
20. Brad Bacon, Assistant General Counsel and Assistant Secretary

Schedule 1.1-G
Material Adverse Effect Events and Conditions

REDACTED IN FULL

Schedule 2.1(a)
Real Property

Owned Real Property

This Schedule is not intended to provide legal descriptions of the real property and real property interests owned by Seller as part of the Businesses. This Schedule was prepared based upon Seller's Knowledge and, accordingly, there may be other Real Property not described on this Schedule and Real Property listed on this Schedule that is no longer owned by Seller.

<u>State</u>	<u>County</u>	<u>City</u>	<u>Property Code</u>	<u>Property Name⁽¹⁾</u>	<u>Location</u>
IA	Allamakee	Waukon	1338	TBS	S31,T98N,R05W - Lot 18 in SE 1/4 of NW 1/4
IA	Black Hawk	La Porte City	1339	DRS#01	S33,T82N,R26W - Lot 2 blk 8 Wasson's Addition
IA	Boone	Boxholm	1346	DRS#01	S15,T85N,R28W - Lot 7 blk 12
IA	Boone	Grant	2227	Regulator Station	S22,T85,R28
IA	Boone	Harrison	2229	TBS STATION	S21,T85,R25
IA	Boone	Madrid	1340	DRS#XX	S33T82N,R26W- Lot 7 Blk 19
IA	Boone	Madrid	2230	No Name Given	S36,T82N,R26W
IA	Boone	Ogden	1341	DRS#XX	S31,T84,R27 - Lot 8 Blk 41Original Town
IA	Boone	Ogden	1345	DRS#XX	S31,T84,R27 - Lot 4 Blk 29
IA	Boone	Ogden	1358	DRS#XX	S31,T84,R27 - Lot 19 Blk 54
IA	Boone	Ogden	2231	No Name Given	S31,T84N,R27W
IA	Boone	Ogden	2242	No Name Given	S31,T84R27
IA	Boone	Pilot Mound	1363	DRS#XX	S20,T85N,R27W - Lot 2 Blk5
IA	Boone	Pilot Mound	2228	TBS	S19,T85,T27
IA	Calhoun	Farnhamville	1365	DRS#01	S12,T86N,R31W - Lot 5 Blk 13
IA	Carroll	Glidden	1366	DRS#01	S30,T84N,R33W- Lot 14 Blk 6
IA	Carroll	Ralston	1368	DRS#XX	SXX,TXXX,RXXX - Lot 16 Blk 3
IA	Clay	Spencer	1375	DRS#XX	S12,T96N,R37W - Lot 9&10 Blk3
IA	Clay	Spencer	1389	TBS (vacant)	S06,T96,R36 - Lot 1 Blk 6 chicago, Milwaukee&St Paul Railway Add
IA	Clay	Spencer	1019	Warehouse (surplus)	S06,T96,R36 - Lot 1 Blk 6 Chicago,St.Paul & Milwaukee Railway Ad
IA	Dickinson	Spirit Lake	1393	DRS#XX	SXX,TXXX,RXXX - Lot 5 Blk 34 Rices Add
IA	Dubuque	Dubuque	1017	Service/operations center	S34,T89N,R02E - Lot 1 Aquila Place
IA	Emmet	Estherville	1395	DRS#01	S10,T99N,R34W - Lot 4 Blk 44 Original plat of Estherville
IA	Fremont	Hamburg	1401	DRS#XX	S15,T67,R42 - NE corner of Lot 1
IA	Fremont	Sidney	1406	DRS#XX (Meter)	S27,T42,R69- Part of Lot 4
IA	Fremont	Tabor	1404	DRS#XX (Meter)	S04,T42,R70 - Lot 3
IA	Greene	Scranton	1418	DRS#XX	S11,T83N,R32W - Lot 7 Blk 23
IA	Hamilton	Webster City	1419	DRS#XX	S02,T88N,R26W - Lot 14 Blk 97 Dubuque & Pacific Railroad Add
IA	Jasper	Newton	1421	DRS#05	S35,T80N,R19W - Lot Q Blk G
IA	Jasper	Newton	1423	DRS#01	S33,T80,R19 - Lot F
IA	Jasper	Newton	1018	Service/operations center	S34,T80N,R19W - E 125' Lots 3&4 Blk 10 Black & Ritters Sub

<u>State</u>	<u>County</u>	<u>City</u>	<u>Property Code</u>	<u>Property Name⁽¹⁾</u>	<u>Location</u>
IA	Mills	Glenwood	1427	DRS#01	S12,T72N,R43W - Blk 93 Gordon Addition
IA	Mills	Glenwood	1432	DRS#02	S12,T72N,R43W - Lot 10 Blk 62 Original Townsite
IA	Mills	Glenwood	1434	DRS#05	S13,T72N,R43W - Lot 9 Blk17 Original Townsite
IA	Pottawattamie	Council Bluffs	1437	DRS#02	S08,T74N,R43W - Lot 11 Blk 6 Bayliss 1st Add
IA	Pottawattamie	Council Bluffs	1443	DRS#13	S12,T74N,R44W
IA	Pottawattamie	Council Bluffs	1021	Meter Shop	S11,T74,R44 - Lot 1 Blk 1 First Foundation Sub
IA	Pottawattamie	Council Bluffs	1022	Test Lab (surplus)	SXX,TXXX,RXXX - S1/2 of Lot3, Lots 4-7&Part of Lot 8&11
IA	Pottawattamie	Council Bluffs	1016	Service/operations center	SXX,TXXX,RXXX - Lots 1-7 & N 60' Lot 8 Blk 19 Beer's Sub
IA	Pottawattamie	Council Bluffs	1438	TBS	S12,T74,R44
IA	Pottawattamie	Council Bluffs	1439	TBS-Maquoketa	S18,T74N,R43W
IA	Pottawattamie	Council Bluffs	1441	Right of Way (Mosquito Creek)	S18,T74N, R43W
IA	Webster	Dayton	1447	DRS#01	S14,T96N,R28W - Lot 3 Blk 2 Hediens First Add
IA	Webster	Dayton	1449	DRS#02	S14,T86N,R28W - Lot 8 Blk 2 Original Town
IA	Webster	Gowrie	1450	DRS#08	S12,T86N,R30W - Lot 1 Blk7 Original Town Gowrie
IA	Webster	Harcourt	1451	DRS#01	S13,T86N,R29W - Lot 18 Blk 8 Town of Harcourt
IA	Webster	Lehigh	1444	DRS#XX	S12,T87N,R28W - Lot 12 Blk 6 Smiths 2nd Add
IA	Webster	Lehigh	1446	DRS#XX	S12,T87N,R28W - Lot 3 Blk 15 Original Town Lehigh
IA	Winnebago	Lake Mills	1452	DRS#01	S02,T99,R23 - Lot 14
KS	Douglas	Lawrence	1042	Office	SXX,TXXX,RXXX - Lots 60,62,64,66&68 on New Hampshire St.
KS	Douglas	Lawrence	1041	Warehouse	S31,T12S,R20E - Part of Lots 1,5,9,11 on Pennsylvania ST
KS	Finney	Garden City	1456	DRS#03	S18,T24S,R32W
KS	Finney	Garden City	1459	DRS#06	S18,T24S,R32W - Lot 1 Blk 43 Stevens 3rd Add.
KS	Finney	Garden City	1461	DRS#01	S18,T24S,R32W - Lot 13 Blk 79 Town of Garden City
KS	Finney	Garden City	1467	DRS#04	S17,T24S,R32W - Blk B Holmes First Add. Town of Garden City PNG
KS	Finney	Garden City	1468	DRS#05	S13,T24S,R33W - Lot 3 Blk 1 Safford's Add.
KS	Finney	Garden City	1592	DRS#17	S02,T24S,R33W
KS	Finney	Garden City	1031	Service/operations center	S18,T24,R32 - Lot 3-5 Blk 35 & Lot 9 Blk 34 Garden City Plat
KS	Finney	Garden City	1593	DRS#12	S19,T24,R32
KS	Ford	Dodge City	1473	DRS#07	S24,T26S,R25W - Lot 4 Blk 9 Russel Heights 3rd Add. PNG - 681
KS	Ford	Dodge City	1475	DRS#XX	S31,T26,R24 - Tract out of Lot 6 Blk 2 Highland Plaza #2

<u>State</u>	<u>County</u>	<u>City</u>	<u>Property Code</u>	<u>Property Name⁽¹⁾</u>	<u>Location</u>
KS	Ford	Dodge City	1466	DRS#03	S26,T26,R25
KS	Ford	Dodge City	1515	TBS	S02,T27S,R25W
KS	Ford	Dodge City	1565	TBS	S33,T26S,R24W -
KS	Ford	Dodge City	1575	TBS	S04,T27S,R24W - Lot 202 Wilroads Gardens
KS	Ford	Dodge City	1800	TBS	S35,T26,R25 - Blk 20 Crawford's Add.
KS	Ford	Dodge City	2144	Valve Yard	S35,T26S,R25W
KS	Gray	Cimarron	1544	TBS	S11,T26,R28 - E 75' of Lots 1&2 Blk 79
KS	Gray	Ensign	1549	TBS	S36,T27,R27
KS	Gray	Montezuma	1548	TBS	S24,T28,R29
KS	Hamilton	Syracuse	1577	TBS	SXX,TXXX,RXXX - Lot 18, Blk 95
KS	Haskell	Satanta	1591	DRS#01 (Substation #42420)	S14,T30S,R33W - Lot 7 Blk 55
KS	Meade	Meade	1045	Service/operations center	S10,T11,R28 - Lots 18&19 Blk13 Original survey to city of Mead
KS	Miami	Louisburg	1799	Farm Gas Tap	S20,T16,R25
KS	Morton	Elkhart	1476	DRS#01	S17,T35,R42 - Lot 7 Blk 8 Nason Addition
KS	Sedgwick	Wichita	1072	DRS	S26,T27,R01
KS	Sedgwick	Wichita	1056	Territory office	SXX,TXXX,RXXX
KS	Sedgwick	Wichita	1057	Service center / warehouse	S34,T27,R01 - Lot 15 Blk 2 Airport Ind. Park
KS	Seward	Liberal	1474	DRS#11	S05,T35S,R33W
KS	Stanton	Johnson City	1585	TBS	SXX,TXXX,RXXX - Lot 15 Blk 123
KS	Stanton	Johnson City	1589	Compressor Station	S33,T28S,R40W
KS	Stanton	Manter	1588	TBS	SXX,TXXX,RXXX - Lot 2 Blk 11
KS	Stevens	Hugoton	1035	Service/operations center	S16,T33S,R37W -Part of Lot 17-19 Blk 46
KS	Stevens	Hugoton	1513	Warehouse	S16,T33SR37W - Porton of Lot 1 Blk 9
NE	Burt	Tekamah	1801	DRS#XX	S24,T21N,R10E - Sublot 2 of Lot 4
NE	Cass	Avoca	1803	TBS	S36,T10N,R11
NE	Cass	Elmwood	1732	DRS#01 (vacant)	S09,T10N,R10E - Lot 7 Blk 3 Fergusons Addition
NE	Cass	Plattsmouth	1759	DRS#02	S13,T12N,R13E- N 1/2 of Lot 2 Blk 41 Young & Hays Add
NE	Cass	Plattsmouth	1185	Warehouse	SXX,TXXX,RXXX - Part Lot 2 Blk 41&Lots 9-12 Blk 48
NE	Cass	Weeping Water	1802	DRS#XX	S02,T10N,R11E - Tract of Land out of Lot 6 Blk 87
NE	Colfax	Schuyler	1804	DRS#XX	S14,T17N,R03E - SE corner of Lot 8 Blk 17 Clarksons First Add
NE	Dixon	Emerson	1805	DRS#01	S33,T27N,R06E - SW Corner of Lot 5 Blk 1 Mathewsons' Add
NE	Dixon	Emerson	1806	DRS#04	S28,T27N,R06E - Part of Outlot 1 Warnock's Add
NE	Dixon	Wakefield	1766	DRS#XX (surplus)	SXX,TXXX,RXXX - SW Corner of Lot 7 Blk 31 West Add
NE	Dixon	Wakefield	1784	DRS#XX	S33,T27N,R05E
NE	Dodge	Northbend	1756	Meter Site (meter/	S06,T17N,R05E - Lot 5 Blk 28

<u>State</u>	<u>County</u>	<u>City</u>	<u>Property Code</u>	<u>Property Name⁽¹⁾</u> measurement station) (surplus)	<u>Location</u> Original Town
NE	Douglas	Elkhorn	1731	DRS#01	S12,T16,R10 - SE Corner of Lot 5 Blk 5 Jones Addition
NE	Douglas	Ralston	1808	DRS#158	S11,T14N,R12E - Lot 11 Blk 55 Ralston Add
NE	Douglas	Valley	1765	DRS#XX	S31,T16N,R10E - Lot 17 Blk 8 Maynes 1st Add to Town of Valley
NE	Douglas	Waterloo	2194	DR#XX (retired)	SXX,TXXX,RXXX - Lot 3 Blk 18 Original Townsite
NE	Douglas	Waterloo	2195	DR#XX	SXX,TXXX,RXXX - Lot 9 Blk 3 Original Townsite Waterloo
NE	Gage	Beatrice	1722	DRS#XX	S34,T04N,R06E - Lot 11 Blk 61 in Original Town
NE	Gage	Beatrice	1809	TBS	S02,T03,R06
NE	Gage	Blue Springs	1726	DRS#XX	S17,T02N,R07 - NW corner of Lot 13 Jacob Casebeer's Addition
NE	Gage	Odell	1757	DRS#01	S18,T01N,R06E - Part of Lot 16
NE	Gage	Wymore	1774	DRS#XX	S20,T02N,R07E - Part of Lot 9 Blk 6 Hinkle's Add
NE	Gage	Wymore	1775	DRS#XX	S20,T02N,R07E - Part of Lot 10 Blk 8 Original town of Wymore
NE	Jefferson	Fairbury	1733	DRS#01	S15,T02N,R02E - At a point 22 feet W of the SE corner of Lot 12
NE	Jefferson	Fairbury	1179	Office (leased out)	S14,T02N,R02E - Part of Lot 8&9 Blk 17
NE	Jefferson	Fairbury	1180	DRS #01	SXX,TXXX,RXXX - W 40' of N 142' Lot I Riverside Addition
NE	Johnson	Sterling	1762	DRS#02 (surplus)	S26,T06,R09 - NE corner of N 1/2 of Lot 7
NE	Johnson	Tecumseh	1763	DRS#XX	S28,T05N,R11E - NW corner of Lot 10 Blk 36 Original Town
NE	Johnson	Techumseh	1764	DRS#XX	S28,T05N,R11E - SW Corner of Lot 17 in Blk 1 in Graff &
NE	Lancaster	Lincoln	1738	DRS#04	S36,T10,R06 - W 10'x12' in Lot 4 Blk 10 Maxwell Add
NE	Lancaster	Lincoln	1739	DRS#09	S30,T10N,R07E - Lot 26 Elmwood
NE	Lancaster	Lincoln	1740	DRS#07	S31,T10N,R07E - Part of Lot C Byers Subdivision
NE	Lancaster	Lincoln	1741	DRS#19	S24,T10N,R06E - Part of Lot 12 Blk 5 Engleside Add
NE	Lancaster	Lincoln	1742	DRS#17	S19,T10N,R07E - W 10' of S 12' of Lot 4 Blk 5 Ridgeway Add
NE	Lancaster	Lincoln	1743	DRS#06	S31,T10N,R07E - Part of Lot 3 Blk 10 Sheridan Park Add
NE	Lancaster	Lincoln	1744	DRS#03	S35,T10N,R06E - W 12' of Lot 2 Blk 22 South Lincoln
NE	Lancaster	Lincoln	1745	DRS#15	S17,T10N,R07E - Part of lot 16 Blk 29 Mills Second Add
NE	Lancaster	Lincoln	1746	DRS#181	S19,T10N,R07E - W 10' of S 12' of E 25' of Lot 4 Blk 2 Blystone'
NE	Lancaster	Lincoln	1747	DRS#01	S25,T10N,R06E - S 12' of w 12' of Lot 4 Blk 12 Lavender's Add
NE	Lancaster	Lincoln	1748	DRS#13	S09,T10N,R07E - Lot 5 Humphery's Sub

<u>State</u>	<u>County</u>	<u>City</u>	<u>Property Code</u>	<u>Property Name</u> ⁽¹⁾	<u>Location</u>
NE	Lancaster	Lincoln	1749	DRS#05	S01,T09N,R06E - Part of Lot 1 Fairfax Add
NE	Lancaster	Lincoln	1810	DRS#08	S30,T10N,R07E - Lot 12 Blk 1 Ellendale Add.
NE	Lancaster	Lincoln	1811	DRS#41	S22,T10,R06 - Lot 175
NE	Lancaster	Lincoln	1812	DRS#14	S17,T10,R07 - W 20' of N 20' of Lot 4 Blk 34 University Place
NE	Lancaster	Lincoln	1813	TBS-#B1	S14,T09N,R07E
NE	Madison	Madison	1815	DRS#XX	S32,T 22N,R01W - Lot 1 Blk 3 in Original Town of Madison
NE	Madison	Norfolk	1814	DRS#01	S22,T24,R01 - Tax Lot 5 & 8
NE	Madison	Norfolk	1754	DRS#10	S28,T24N,R01W - Lot 7 George Reeves Jr's Add
NE	Madison	Norfolk	1181	Parking lot (operations center) (surplus)	S35,T24N,R1W
NE	Madison	Norfolk	1182	Service/operations center (surplus)	S27,T24N,R01W - Lot 1&2 Chas Durlands, Lot 4 Blk 1 Koenigsteins
NE	Madison	Norfolk	1183	Warehouse- Welding Shop (surplus)	S35,T24N,R01W - Lot 1 Blk 1 of Minnegasco Add
NE	Nemaha	Auburn	1721	DRS#XX	S03,T02,R13 - Part of Lot 2 Blk 2 Howe Nixon& Wilsons Add
NE	Pawnee	Pawnee City	1758	DRS#XX	S11,T23,R11 - NW corner of Lot 7 Blk 3 Original Town of Pawnee
NE	Platte	Columbus	1728	DRS#XX	S19,T17N,R01E -The N 30 feet of E 10 feet of Lot 6 in Blk 87 Co
NE	Platte	Columbus	1729	DRS#XX	S24,T17N,R01W - E 44 feet of Lot 1 Blk 8 Oida Village Addition
NE	Platte	Columbus	1178	Warehouse (surplus)	SXX,TXXX,RXXX - Lot 3&4, Blk 97 & vacated 22nd Ave
NE	Platte	Columbus	2196	TBS	S20,T17N,R01E- Lot 1
NE	Richardson	Humboldt	1737	DRS#01	S03,T02N,R13E - NW corner of Lot 8 Blk 6 in City of Humboldt
NE	Saline	Crete	1730	DRS#01	S27,T08N,R04E - Lot 3 Blk 133 in the City of Crete
NE	Sarpy	Bellevue	1723	DRS#XX	S31,T16N,R10E - Tract of land 12' X12'of Lot 5 Blk 278
NE	Sarpy	Bellevue	1724	DRS#XX	S36,T14N,R13E - Lot 84 Blk 1 Rushart Add
NE	Sarpy	Bellevue	1816	Valve Site	S36,T14,R13
NE	Sarpy	Papillion	1817	TBS	S23,T14N,R12E
NE	Saunders	Ashland	1177	Operations center (surplus)	SXX,TXXX,RXXX - Lot 5&6 Blk 58 Miller and Clark's Add
NE	Saunders	Wahoo	1818	TBS	S03,T14,R07
NE	Washington	Blair	1187	Warehouse	S12,T18N,R11E - Lots 5&6 Blk 82 3rd Add to the City of Blair
NE	Wayne	Wayne	1767	DRS#XX	S13,T26N,R03E - Lot 5 Blk 20 Original town of Wayne
NE	Wayne	Wayne	1768	DRS#03	S12,T26N,R03E - S 50' of Lot 2 Blk 1 Britton
NE	Wayne	Wayne	1769	DRS#02	S13,T26N,R03E - Part of Out Lot 12 Crawford and Brown
NE	Wayne	Wayne	1770	DRS#XX	S18,T26N,R04E - W 60 feet of Lot 8 Blk 2 North Add

<u>State</u>	<u>County</u>	<u>City</u>	<u>Property Code</u>	<u>Property Name⁽¹⁾</u>	<u>Location</u>
NE	Wayne	Wayne	1771	DRS#XX	S07,T26N,R04E
NE	Wayne	Wayne	1186	Service/operations center (surplus)	SXX,TXXX,RXXX - Lot 11 Blk 12 Original Town of Wayne
NE	York	York	1776	DRS#XX	S06,T10,R02 - Lot 7 Blk 64 Original Town of York
NE	York	York	1777	DRS#XX	S06,T10,R02 - Part of Lot 7

(1) "DRS" means district regulator station, and "TBS" means town border station.

Leased Real Property

See disclosures on Schedule 5.9.

Schedule 2.1(d)
Tangible Personal Property

[Seller to prepare this Schedule prior to July 1, 2007.]

Schedule 2.1(n)
Other Assets

1. With respect to the corporate common general plant shared assets of Seller, those assets charged to Department ID 4247 on Seller's books and records concerning the Lincoln, Nebraska call center and related assets.
2. With respect to the corporate common general plant shared assets of Seller, those assets charged to Department ID 4015 on Seller's books and records concerning the Omaha, Nebraska office and related assets.
3. The assets comprising the meter reading shop located in Council Bluffs, Iowa.
4. The Seller Marks and all intellectual property rights in connection therewith.
5. Seller's rights in and to the software code for the following applications, provided that such rights shall not include any rights in or to (i) any software code owned by any third party and licensed to Seller or (ii) any hardware:
 - a. Chart Processing System (PGAS)
 - b. GasTrack
 - c. GasTrack Online
 - d. Gentrax
 - e. Non-Residential Customer Information System
 - f. Pretty Good Privacy (PGP)
 - g. Print-2-Image
 - h. RWTEI (RiskWorks Trade Edit Interface)
 - i. CIS Plus
 - j. Facilities Management and Mapping Enabler (FAME)
 - k. Computer Aided Dispatch (CAD) and Computer Aided Dispatch Tool
 - l. ServiceOn
 - m. STORMS
 - n. PowerPlant (Web)
6. Personal computers used principally by Transferred Employees, provided that such personal computers shall not include any software used in connection therewith.

Schedule 2.2(I)
Retained Agreements

[Buyer and Parent to complete this Schedule by July 1, 2007.]

Schedule 3.1(a)
Capital Expenditures Budget

REDACTED IN FULL

CONFIDENTIAL

Schedule 3.1(b)
Reference Balance Sheet

[See attached.]

REDACTED IN FULL

Schedule 3.1(c)
Reference Working Capital

Reference Working Capital*

 REDACTED

- * The Reference Working Capital set forth above is calculated based on the Reference Balance Sheet in Schedule 3.1(b) and the balance sheet detail attached thereto for each of the Natural Gas Businesses in each of Iowa, Kansas and Nebraska, using the following accounts, adjusted to set the Unrecovered Purchased Gas Adjustment (Unrecovered PGA) to zero, in each case:

Accounts Receivable
Inventory
Prepaid Assets
Pensions
Deferred Charges
Accounts Payable
Accrued Liabilities
Customer Deposits
Deferred Credits

The Actual Working Capital will be calculated using the same methodology.

Schedule 5.3
Seller's Consents and Approvals

(a)

None.

(b)

REDACTED

REDACTED

REDACTED

(c)

None.

CONFIDENTIAL

(d)

1. In addition to the Franchises listed in part (b) above, other Franchises, copies of which were not posted as of the date of the Agreement in the electronic dataroom established for the transactions contemplated by the Agreement, the Partnership Interests Purchase Agreement and the Merger Agreement, may require consent or notice in connection with assignments.
2. Federal Communications Commission radio station authorizations and other Permits may require consent or notice in connection with assignments.
3. Any required filings with the Pension Benefit Guaranty Corporation or the Internal Revenue Service as a result of the matters contemplated by Section 8.8 of the Agreement.

Schedule 5.5(a)
Selected Balance Sheet Information

[See attached.]

REDACTED IN FULL

Schedule 5.5(b)
Division Income Statement Information

[See attached.]

REDACTED IN FULL

CONFIDENTIAL

Schedule 5.6
Material Adverse Effect

REDACTED IN FULL

CONFIDENTIAL

Schedule 5.7
Transactions Outside the Ordinary Course of Business

The items described below occurred in the ordinary course of business, yet are being disclosed by Seller for informational purposes:

1. On November 1, 2006, Seller filed an application with the KCC to increase its natural gas service rates by \$7.2 million. In its application, Seller also requested a redesign of the rate structure to shift most service fees from usage-based delivery charge to a flat monthly fee for service and system costs. Docket No. 07-AQL-431-RTS.
2. On November 15, 2006, Seller filed an application with the NPSC to increase its natural gas service rates by \$16.3 million. In its application, Seller also proposed an increase in its efforts to inform and assist customers in energy conservation measures, including weatherization programs and rebates for installing high-efficiency, natural gas-fueled equipment. Docket No. NG-0041.
3. Seller has been working with other utilities on initiatives regarding the regulatory impact of Statement of Financial Accounting Standards 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans," issued by the Financial Accounting Standard Bulletin 158 in September 2006. In this regard, with respect to the Natural Gas Business in Iowa, Seller has been informed by the IUB that Seller may establish a regulatory asset account for the regulated portion of the unrecognized actuarial losses, unrecognized prior service costs, and unrecognized transition obligations so long as the Purchased Assets related thereto continue to be regulated by the IUB.
4. Seller has been working on the disposition of its Kansas electric utility assets, and continues to work through transition and other post-closing matters related to the divestiture by Seller of its Michigan, Minnesota and Missouri gas utility operations.

Schedule 5.8
Title

REDACTED IN FULL

Schedule 5.9
Real Property Leases

The information described in item 1 is intended only to provide a commercial summary of Seller's leased real property and real property interests with respect to the Businesses and the Purchased Assets.

1. The lease agreements summarized as of the date of the Agreement in sections G.9.b.3.b and G.9.b.4.a of the electronic dataroom established for the transactions contemplated by the Agreement, the Partnership Interests Purchase Agreement and the Merger Agreement. The information in section G.9.b.3.b of the electronic dataroom includes a summary of the lease described in item 2 below.

2. Office Lease dated June 15, 1987, between Seller and MZ Nebraska Partners, a Missouri general partnership, as amended and supplemented by Modifications of Leases dated, June 15, 1987, August 15, 1992, November 18, 1993, April 30, 1994, October 6, 1995, October 14, 1997, August 31, 1998, April 1, 2002, and December 4, 2003 (relating to Seller's leased office space at 1815 Capital Avenue, Omaha, Nebraska).

Schedule 5.10(a)-1
Sufficiency of Environmental Permits

None.

Schedule 5.10(a)-2
Environmental Permits

Material Environmental Permits include:

1. Hazardous materials registration numbers, including:
 - a. RCRA ID No. IAD981506306 (meter shop in Council Bluffs, Iowa)
 - b. RCRA ID No. IAR0005061296 (Dubuque, Iowa)
 - c. RCRA ID No. NED986385615 (Norfolk, Nebraska)
 - d. RCRA ID No. NED986377620 (Lincoln, Nebraska)
 - e. RCRA ID No. KSP000000940 (Dodge City, Kansas)
 - f. RCRA ID No. KSP000000938 (Garden City, Kansas)

2. Hazardous waste generator numbers, including:
 - a. DEQ/EPA Temporary Identification No. NEP000000668 and corresponding Notifications of Hazardous Waste Activity (Norfolk, Nebraska)
 - b. EPA ID No. KSP000000939 and corresponding Uniform Hazardous Waste Manifest (Garden City, Kansas)
 - c. Special Waste Disposal Request submitted to Kansas Department of Health and Environment, Bureau of Waste Management (Kingsdown, Kansas)
 - d. Special Waste Permit (Dodge City, Kansas)

3. NPDES stormwater permits, including:
 - a. NPDES No. NEG670010 (discharge authorization for excavation dewatering and hydrostatic testing in Lancaster County, Nebraska)
 - b. NPDES No. NER670010a (discharge authorization for hydrostatic test water generated in Lincoln, Nebraska)

4. Clean Air Act Section 608 Certifications, refrigerant recovery certifications for Norfolk and Lincoln, Nebraska

5. DOT hazardous materials registration (materials of trade)

6. United States Army Corp of Engineers wetland permits (to the extent necessary to construct pipelines through wetlands)

7. Above-ground storage tank registrations

Schedule 5.10(b)
Environmental Notices

REDACTED IN FULL

CONFIDENTIAL

Schedule 5.10(c)
Hazardous Material Releases

REDACTED IN FULL

Schedule 5.11
Labor Matters

REDACTED IN FULL

Schedule 5.12(a)
Employee Benefit Plans

1. Retirement Income Plan (qualified pension)
 2. Retirement Investment Plan (qualified 401(k) / profit sharing)
 3. 2002 Omnibus Incentive Compensation Plan and award grants thereunder (including 2004 Stock Option Awards and 2005 Restricted Stock Awards)
 4. 1986 Stock Incentive Plan and award grants thereunder
 5. 2006 Variable Compensation Plan (discretionary bonus)
 6. Supplemental Executive Retirement Plan (non-qualified plan and trust)
 7. Workforce Transition Program (severance plan for non-executives)
 8. Employee Health Care Plan (medical and dental; includes retiree coverage)
 9. Funded Employee Health Care Plan (medical and dental administered through VEBA trusts; includes retiree coverage)
 10. Flexible Benefits Plan (section 125)
 11. Welfare Benefit Wrap-Around Plan (Form 5500 wrap)
 12. Supplemental retirement agreements for former employees and their spouses
- [REDACTED]
13. Executive Health Management Program REDACTED
 14. Vision Insurance Plan
 15. Group Life and AD&D Insurance Plan
 16. Accident Insurance Plan
 17. Long-Term Disability Plan
 18. Educational Assistance Plan
 19. Employee Assistance Plan
 20. Short-Term Disability Policy
 21. Sick Leave Policy
 22. Vacation Policy
 23. Jury Duty Policy
 24. Military Leave Policy
 25. Funeral Leave Policy
 26. Part-Time Off Policy
 27. Inclement Weather Policy
 28. Holiday Schedule
 29. Adoption Assistance
 30. Long-Term Care Insurance Plan
 31. Group Auto-Homeowners Insurance Plan
 32. Financial Planning
 33. Principal Mutual Insured Survivor Benefit (supplemental life plan)
 34. Severance compensation agreements of certain Business Employees, including the severance compensation agreements listed on Schedule 5.11.
 35. Deferred Income Plan with respect to Jon Empson (non-qualified)*

* See Section 7.10(d) of the Company Disclosure Letter (as defined in the Merger Agreement).

Schedule 5.12(d)
Administrator or Fiduciary Non-Compliance

- (i) Seller expects the Department of Labor to conduct a routine audit of Seller's Retirement Income Plan (qualified plan) and Retirement Investment Plan (qualified 401(k) / profit sharing), beginning in March 2007.

Schedule 5.12(g)
Retiree Health and Welfare Benefits

This Schedule contains a summary of the terms presently applied by Seller with regard to the Post-Retirement Welfare Benefits. Coverage and eligibility for Seller's retiree medical plan may vary by business unit, bargaining agreement and date of retirement. The summary below applies to all non-union employees and roughly 90% of the union employees who retire after December 31, 2004. Please refer to Schedule 8.8(d)(ii)(D) for additional information about retirees currently covered and their group coverage, including those who retired prior to January 1, 2005.

Retiree Life Insurance

Employees are eligible for \$5,000 worth of retiree life insurance. Under this program, life insurance benefits are provided at no cost to employees. Employees may receive this protection even if they choose not to elect retiree medical coverage.

Retiree Medical Plan

The retiree medical plan includes medical and dental coverage, and is available to employees who retire from Seller on or after age 55 with five or more years of service. With certain exceptions,* if employees do not elect to begin their pension benefit upon their termination from employment with Seller, they will not be eligible for retiree health and life insurance at a later date when they do start receiving their pension. Employees must contact the pension administrator within 31 days of their termination date.

- * Participants who terminate due to disability may be able to elect coverage at a later date such as when they receive their Social Security disability determination letter. Participants who are under Seller's Workforce Transition Plan and eligible for the retiree medical plan may elect retiree medical coverage during or at the end of their severance period if they begin receiving their pension benefit.

Retiree Medical Plan Options

Employees may choose from two retiree medical options. Once they have made their election, they may not change their retiree medical plan option in the future. These options cover the same services as the options available to full-time Seller associates, including prescription drugs. The dental coverage is identical to the Delta Dental Premier Preventive Dental Plan for active employees. Under the retiree medical plan, coverage under Seller's Employee Assistance Plan will continue.

Seller's retiree medical plan is secondary coverage to Medicare beneficiaries. Seller's vision plan coverage through VSP is not available to retirees. An annual eye exam is available to retirees as part of the routine medical plan physical examination benefits. No coverage is available for eyeglasses or contact lenses under the retiree medical plan.

If employees currently have and wish to continue Basic Plus or Comprehensive Vision Coverage through VSP, they may do so for up to 18 months under COBRA.

In addition to the opportunity to enroll in Seller's retiree medical plan, employees may continue active employee health care coverage through COBRA.

Retiree Medical Premium Reduction Credit

An employee's retiree medical premium reduction credit is equal to \$1,500 times the number of years of credited service they have with Seller. All years in which they were credited with at least 1,000 paid hours will be included in this calculation. Employees may choose to use their premium reduction credit to pay 100%, 75% or 50% of the cost of their Seller retiree medical plan premiums.

Retiree Medical Plan for Post-65 Participants: Coordination with Medicare

If employees are retired employee or a covered dependent and become eligible for Medicare, they may choose to:

- Continue coverage under the retiree medical plan and enroll in Medicare Part A and B.
- Continue medical coverage coordinated with Medicare A and B but drop prescription drug coverage under the retiree medical plan and enroll in a Medicare prescription drug plan.
- Have Medicare as their only source of coverage and decline or drop coverage under Seller's retiree medical plan.

Schedule 5.13(a)
Certain Contracts and Arrangements

None.

Schedule 5.13(b)
Franchises

<u>City</u>	<u>State</u>	<u>Expiration Date</u>
Dyersville	Iowa	08/27/2004 (under negotiation)
Arnolds Park	Iowa	03/04/2007
Royal	Iowa	09/03/2007
Carter Lake	Iowa	08/23/2008
Denison	Iowa	03/07/2009
Hamburg	Iowa	05/17/2009
Sidney	Iowa	10/11/2009
Tabor	Iowa	10/11/2009
Fredericksburg	Iowa	10/01/2010
Grand Junction	Iowa	10/01/2010
Joice	Iowa	10/01/2010
Rippey	Iowa	10/01/2010
Bellevue	Iowa	02/13/2011
Paullina	Iowa	08/22/2011
Woodward	Iowa	10/08/2012
St. Olaf	Iowa	01/04/2013
Onawa	Iowa	07/24/2014
Spencer	Iowa	08/10/2014
Milford	Iowa	09/15/2014
Mitchell	Iowa	10/12/2014
St. Ansgar	Iowa	10/12/2014
Orleans	Iowa	11/29/2014
Okoboji	Iowa	04/30/2015
Arion	Iowa	08/17/2015
Dow City	Iowa	08/17/2015
Leland	Iowa	08/17/2015
Colesburg	Iowa	09/06/2015
Farmersburg	Iowa	09/06/2015
New Vienna	Iowa	09/06/2015
LaMotte	Iowa	09/11/2015
Zwingle	Iowa	10/02/2015
Baxter	Iowa	10/19/2015
Story City	Iowa	11/27/2015
Vincent	Iowa	11/29/2015
Lewis	Iowa	01/02/2016
Garnavillo	Iowa	01/13/2016
Ridgeway	Iowa	01/22/2016
Luana	Iowa	01/29/2016
Readlyn	Iowa	01/29/2016
Tripoli	Iowa	02/21/2016
Andrew	Iowa	03/10/2016
Lake View	Iowa	04/09/2016
Wahpeton	Iowa	04/09/2016
West Okoboji	Iowa	04/09/2016
Springville	Iowa	05/12/2016
Martelle	Iowa	05/22/2016
Stanhope	Iowa	07/02/2016
Lawler	Iowa	08/15/2016
Fonda	Iowa	11/21/2016

Grimes	Iowa	12/15/2016
Crescent	Iowa	05/28/2017
Cumberland	Iowa	06/08/2017
Massena	Iowa	06/08/2017
Estherville	Iowa	07/15/2017
Aurora	Iowa	07/30/2017
Madrid	Iowa	10/28/2017
Asbury	Iowa	12/08/2017
Granger	Iowa	12/10/2017
Pocahontas	Iowa	12/30/2017
Dubuque	Iowa	07/20/2018
Council Bluffs	Iowa	06/27/2019
Klemme	Iowa	07/10/2020
Pilot Mound	Iowa	11/06/2020
Newton	Iowa	08/18/2022
Lambs Grove	Iowa	01/15/2024
Ackley	Iowa	03/10/2024
Harcourt	Iowa	03/15/2024
Farnhamville	Iowa	04/13/2024
Ogden	Iowa	05/04/2024
Boxholm	Iowa	06/14/2024
Lehigh	Iowa	08/09/2024
Dayton	Iowa	10/13/2024
Ralston	Iowa	03/13/2025
Webster City	Iowa	04/09/2025
Glidden	Iowa	04/10/2025
Grundy Center	Iowa	04/17/2025
Glenwood	Iowa	05/23/2025
Forest City	Iowa	06/06/2025
Maquoketa	Iowa	10/18/2025
Kellogg	Iowa	09/17/2026
Dike	Iowa	10/09/2026
Gowrie	Iowa	10/15/2026
Spirit Lake	Iowa	10/23/2026
Lake Mills	Iowa	12/18/2026
Scranton	Iowa	05/14/2027
Epworth	Iowa	04/18/2028
Farley	Iowa	04/30/2028
Rockford	Iowa	06/11/2028
Primghar	Iowa	01/13/2029
Adair	Iowa	06/22/2029
Monticello	Iowa	06/22/2029
Monona	Iowa	08/07/2029
Postville	Iowa	09/14/2029
Anamosa	Iowa	09/24/2029
Manchester	Iowa	10/12/2029
Fertile	Iowa	11/30/2029
Wallingford	Iowa	12/08/2029
Anita	Iowa	12/10/2029
Hanlontown	Iowa	12/18/2029
LaPorte City	Iowa	12/28/2029
Superior	Iowa	06/07/2030
Cresco	Iowa	06/21/2030
West Union	Iowa	07/06/2030
Fostoria	Iowa	07/12/2030
Decorah	Iowa	07/19/2030

Waukon	Iowa	09/07/2030
Guttenberg	Iowa	09/08/2030
Edgewood	Iowa	09/13/2030
Elkader	Iowa	09/27/2030
New Hampton	Iowa	10/04/2030
Sumner	Iowa	10/04/2030
Lamont	Iowa	11/08/2030
Terril	Iowa	11/18/2030
Strawberry Point	Iowa	02/16/2031
Ionia	Iowa	03/07/2031
Arlington	Iowa	03/29/2031
Greene	Iowa	04/11/2031
Fayette	Iowa	04/18/2031
Calmar	Iowa	05/02/2031
Hawkeye	Iowa	05/02/2031
Marble Rock	Iowa	05/02/2031
Ossian	Iowa	05/02/2031
Earlville	Iowa	05/09/2031
Delhi	Iowa	06/14/2031
Worthington	Iowa	06/20/2031
Miles	Iowa	07/06/2031
Hopkinton	Iowa	08/15/2031
Willowbrook	Kansas	12/23/2005 (under negotiation)
Goodland	Kansas	04/15/2007
Wichita	Kansas	09/29/2008
Hugoton	Kansas	07/11/2009
Maize	Kansas	08/23/2009
Satanta	Kansas	10/06/2010
Plevna	Kansas	01/07/2011
Hanston	Kansas	04/01/2011
Offerle	Kansas	08/05/2011
Burdett	Kansas	06/09/2012
Norwich	Kansas	01/04/2013
Olivet	Kansas	08/08/2013
Montezuma	Kansas	03/07/2014
Moscow	Kansas	04/14/2014
Ensign	Kansas	05/02/2014
Meade	Kansas	05/09/2014
Sublette	Kansas	06/06/2014
Cimarron	Kansas	07/06/2014
Copeland	Kansas	09/13/2014
Lawrence	Kansas	11/02/2014
Garden City	Kansas	04/14/2015
Fowler	Kansas	07/05/2015
Plains	Kansas	11/07/2015
Sterling	Kansas	11/21/2015
Rolla	Kansas	05/15/2016
Liberal	Kansas	07/14/2018
Dodge City	Kansas	10/19/2018
Elkhart	Kansas	04/06/2019
Andale	Kansas	04/26/2019
Colwich	Kansas	05/10/2019
Jetmore	Kansas	07/31/2022
Kanorado	Kansas	07/14/2023
Geuda Springs	Kansas	09/02/2023
Nickerson	Kansas	11/03/2023

Hutchinson	Kansas	04/26/2025
South Hutchinson	Kansas	09/05/2026
Fairbury	Nebraska	04/11/2007
Exeter	Nebraska	06/01/2007
Shelby	Nebraska	06/01/2007
Rising City	Nebraska	06/07/2007
Aurora	Nebraska	07/01/2007
Bradshaw	Nebraska	07/01/2007
Plattsmouth	Nebraska	07/01/2007
Dorchester	Nebraska	07/05/2007
Friend	Nebraska	07/06/2007
Plymouth	Nebraska	07/06/2007
Bee	Nebraska	07/07/2007
Seward	Nebraska	07/14/2007
West Point	Nebraska	07/15/2007
Fairmont	Nebraska	07/26/2007
Hallam	Nebraska	01/03/2008
Adams	Nebraska	01/06/2008
Wakefield	Nebraska	03/04/2008
Tilden	Nebraska	08/03/2008
Jackson	Nebraska	04/02/2009
Norfolk	Nebraska	05/07/2009
Gretna	Nebraska	10/16/2009
Hickman	Nebraska	08/23/2010
Hooper	Nebraska	05/06/2011
Nickerson	Nebraska	05/13/2011
David City	Nebraska	08/31/2011
Blair	Nebraska	10/01/2013
Beemer	Nebraska	12/07/2013
Blue Springs	Nebraska	02/07/2014
Wymore	Nebraska	03/15/2014
Elkhorn	Nebraska	12/14/2014
Lincoln	Nebraska	12/31/2014
Bennet	Nebraska	03/12/2015
Peru	Nebraska	04/17/2015
Emerson	Nebraska	06/07/2015
Panama	Nebraska	09/04/2015
Firth	Nebraska	10/18/2015
Rosalie	Nebraska	11/08/2015
Thurston	Nebraska	11/12/2015
Winnebago	Nebraska	11/14/2015
Walthill	Nebraska	12/04/2015
Homer	Nebraska	12/06/2015
Auburn	Nebraska	12/13/2015
Greenwood	Nebraska	06/30/2017
Murray	Nebraska	12/01/2017
Avoca	Nebraska	03/03/2018
Eagle	Nebraska	11/01/2019
Palmyra	Nebraska	04/06/2020
Beatrice	Nebraska	10/16/2020
Crete	Nebraska	05/05/2021
Garrison	Nebraska	03/27/2023
Waverly	Nebraska	05/04/2023
Mead	Nebraska	05/12/2023
De Witt	Nebraska	06/02/2023
Louisville	Nebraska	06/10/2023

Johnson	Nebraska	08/10/2023
Humboldt	Nebraska	08/17/2023
Sterling	Nebraska	09/01/2023
Table Rock	Nebraska	10/12/2023
Weeping Water	Nebraska	10/12/2023
Pawnee City	Nebraska	10/26/2023
Ashland	Nebraska	03/18/2024
Tecumseh	Nebraska	04/05/2024
Valley	Nebraska	05/11/2024
Waterloo	Nebraska	05/11/2024
Schuyler	Nebraska	09/28/2024
Elmwood	Nebraska	12/16/2024
Murdock	Nebraska	01/04/2025
Ralston	Nebraska	03/13/2025
Wayne	Nebraska	04/11/2025
Bancroft	Nebraska	06/05/2025
Geneva	Nebraska	05/06/2027
Manley	Nebraska	08/05/2027
Milford	Nebraska	02/12/2028
Odell	Nebraska	03/10/2028
North Bend	Nebraska	04/07/2028
Osceola	Nebraska	06/10/2028
Ulysses	Nebraska	11/05/2028
Bellevue	Nebraska	03/28/2029
Papillion*	Nebraska	06/14/2029
Uehling	Nebraska	09/12/2029
Wilber	Nebraska	10/12/2029
Endicott	Nebraska	01/04/2030
Madison	Nebraska	08/11/2030
Pilger	Nebraska	09/12/2030
Grafton	Nebraska	10/02/2030
Meadow Grove	Nebraska	11/07/2030
Battle Creek	Nebraska	11/13/2030
Staplehurst	Nebraska	11/29/2030
LaVista	Nebraska	12/14/2030
Newman Grove	Nebraska	12/14/2030
Tekamah	Nebraska	05/22/2031
Arlington	Nebraska	06/11/2031
Stanton	Nebraska	06/13/2031
Oakland	Nebraska	07/09/2031
Pierce	Nebraska	07/23/2031
Lindsay	Nebraska	08/06/2031
Hampton	Nebraska	08/13/2031
Clatonia	Nebraska	08/16/2031
Humphrey	Nebraska	08/20/2031
Craig	Nebraska	09/11/2031
Cortland	Nebraska	09/12/2031
Columbus	Nebraska	09/17/2031
York	Nebraska	Perpetual

Schedule 5.14
Legal Proceedings and Orders

REDACTED IN FULL

Schedule 5.22
Financial Hedges

Seller has not, as of the date of the Agreement, entered into any Financial Hedges for the Business other than Financial Hedges for the 2006-2007 winter season. Between the date of the Agreement and the Closing Date, Seller will enter into Financial Hedges in the ordinary course of business consistent with past hedging practices, subject to adjustments required or otherwise recommended by the Staff of the IUB, KCC, or NPSC, respectively.

Schedule 5.22(a)
Financial Hedges (Pre-Closing)

[Seller to provide this Schedule 15 days prior to the Closing Date.]

Schedule 8.1
Conduct of Business

1. Seller may sever employees whose positions are eliminated as part of its on-going cost-reduction initiative, and pay severance or termination payments and benefits to such employees in accordance with Seller's Workforce Transition Program and, if applicable, the practice described in Section 7.10(a) of the Company Disclosure Letter (as defined in the Merger Agreement), consistent with past practice.
2. Seller may establish and carry out the employee retention plan approved by Seller's Board of Directors in connection with the Merger and the transactions contemplated by the Agreement, as described in item 2 of Section 6.1(f) of the Company Disclosure Letter (as defined in the Merger Agreement).
3. Seller may enter into settlement agreements with respect to those matters denoted with an asterisk in Section 6.1(n) of the Company Disclosure Letter (as defined in the Merger Agreement).
4. The Board of Directors of Seller may [REDACTED] REDACTED [REDACTED]
5. Seller may incur additional capital expenditures in connection with the natural and other disasters to the extent reasonably necessary to restore normal utility services.

CONFIDENTIAL

Schedule 8.5(d)
Shared Agreements

[Parent and Buyer to complete by July 1, 2007.]

Schedule 8.8(d)(ii)-A
Other Plan Participants

REDACTED IN FULL

Schedule 8.8(d)(ii)(D)
Covered Individuals

REDACTED IN FULL

EXECUTION COPY

Asset Purchase Agreement

by and among

Aquila, Inc.

Great Plains Energy Incorporated,

Black Hills Corporation,

and

Gregory Acquisition Corp.

BUYER DISCLOSURE SCHEDULES

Dated: February 6, 2007

BUYER DISCLOSURE SCHEDULES

The attached Schedules have been prepared and delivered in accordance with, and are incorporated into as part and parcel of, the Asset Purchase Agreement (the "Agreement"), dated February 6, 2007, by and among Aquila, Inc., a Delaware corporation ("Seller"), Black Hills Corporation, a South Dakota corporation ("Buyer"), Great Plains Energy Incorporated, a Missouri corporation ("Parent"), and Gregory Acquisition Corp., a Delaware corporation ("Merger Sub"). Capitalized terms used but not defined in these Schedules have the meanings ascribed to them in the Agreement, unless the context otherwise requires.

Neither these Schedules nor any disclosure made in or by virtue of them constitutes or implies any representation, warranty, or covenant by Seller not expressly set out in the Agreement, and neither these Schedules nor any such disclosure has the effect of, or may be construed as, adding to, deleting from or revising the scope of any of the representations, warranties, or covenants of Seller in the Agreement.

Any item disclosed or listed on any particular Schedule is deemed to be disclosed or listed on any other Schedule to the extent it is reasonably apparent that such item relates or is applicable to, or is properly disclosed under, such other Schedule or the section of the Agreement to which such other Schedule corresponds.

Matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected in these Schedules. The fact that any item of information is contained herein is not an admission of liability under any applicable Law, and does not mean that such information is required to be disclosed in or by the Agreement, or that such information is material. Such information will not be used as a basis for interpreting the terms "material," "materially," "materiality," "Material Adverse Effect," or any similar qualification in the Agreement.

The section headings and subheadings in these Schedules are for convenience of reference only and do not affect, and will not be utilized in construing or interpreting, these Schedules or any other part of the Agreement.

SCHEDULES

Schedule 1.1-C Buyer Required Regulatory Approvals
Schedule 6.3 Buyer's Consents and Approvals

Schedule 1.1-C
Buyer Required Regulatory Approvals

1. Buyer and Seller must file a joint application with the KCC for the purpose of obtaining approval for Buyer to (a) acquire from Seller the Business and the Purchase Assets, to the extent related to Kansas, (b) acquire from Seller the certificates of public convenience and necessity, and similar authority previously accorded to Seller, related to the Business operated by Seller in Kansas, and (c) provide natural gas service in Kansas.
2. Buyer and Seller must file a joint application with the IUB for the purpose of obtaining (a) the IUB's consent or approval, by order or otherwise, to the transfer to Buyer of the Business and the Purchased Assets, to the extent related to Iowa, and (b) the IUB's consent or approval, by order or otherwise, for Seller to cease to provide natural gas service in Iowa and to transfer to Buyer the right and duty to provide natural gas service in Iowa.
3. Buyer and Seller must file a joint application with the NPSC for the purpose of obtaining approval for Buyer to (a) acquire from Seller the Business and the Purchased Assets, to the extent related to Nebraska, (b) acquire from Seller the certificates of public convenience and necessity, and similar authority previously accorded to Seller, related to the Business operated by Seller in Nebraska, (c) acquire from Seller franchises granted to Seller (including its predecessors) by Nebraska municipalities in which it serves, and (d) provide natural gas service as a "jurisdictional utility" in Nebraska.
4. Buyer may be required to file an application with the Missouri Public Service Commission for the purpose of obtaining approval for Seller to transfer to Buyer the Purchased Assets, to the extent any of the Purchased Assets are "necessary or useful" for the Missouri utility operations of Seller.

The applications described above will be limited to matters that are required by Law for Buyer and Seller to complete the Closing pursuant to the Agreement and other matters reasonably related thereto.

Schedule 6.3
Buyer's Consents and Approvals

1. Credit Agreement, dated May 5, 2005, among Black Hills Corporation, as Borrower, the financial institutions party thereto, as Banks, ABN AMRO Bank N.V., as Administrative Agent and Co-Book Runner, Union Bank of California, N.A., as Co-Syndication Agent and Co-Book Runner, U.S. Bank, National Association, as Co-Syndication Agent, Bank of America, N.A., as Co-Documentation Agent, and Bank of Montreal dba Harris Nesbitt, as Co-Documentation Agent, as amended.
2. Amended and Restated Guaranty, dated as of May 24, 2006, from Black Hills Corporation in favor of Wygen Funding, Limited Partnership, entered into in connection with that certain Agreement for Lease and that certain Lease Agreement, each dated as of July 20, 2001, and each executed by Wygen Funding, Limited Partnership and Black Hills Wyoming, Inc. (f/k/a Black Hills Generation, Inc.), as amended.
3. Any required filings with the Pension Benefit Guaranty Corporation or the Internal Revenue Service as a result of the matters contemplated by Section 8.8 of the Agreement.
4. Federal Communication Commission radio station authorizations and other Permits may require consent or notice in connection with assignments.
5. Franchises may require consent or notice in connection with assignments.

EXECUTION COPY

**PARENT DISCLOSURE LETTER
TO THE
ASSET PURCHASE AGREEMENT**

by and among

Aquila, Inc.

Great Plains Energy Incorporated,

Black Hills Corporation,

and

Gregory Acquisition Corp.

Dated February 6, 2007

This document and the attachments hereto (each of which is incorporated by reference herein) constitute the Parent Disclosure Letter (this "Disclosure Letter") referred to in the Asset Purchase Agreement, dated February 6, 2007 (the "Agreement") by and among Aquila, Inc., a Delaware corporation ("Seller"), Black Hills Corporation, a South Dakota corporation ("Buyer"), Great Plains Energy Incorporated, a Missouri corporation ("Parent"), and Gregory Acquisition Corp., a Delaware corporation ("Merger Sub"). Capitalized terms used in this Disclosure Letter but not otherwise defined herein have the same meanings ascribed to them in the Agreement. This Disclosure Letter covers matters concerning Parent and its Subsidiaries.

The numbered sections and subsections referenced in this Disclosure Letter correspond to the numbered sections and subsections of the Agreement. The headings in this Disclosure Letter are for reference purposes only and are not a part of the responses to representations or warranties or a qualification of the representations and warranties of Parent set forth in the Agreement. Any matter disclosed in any section or subsection of this Disclosure Letter will be deemed to respond to the related section or subsection of the Agreement and any other section or subsection of the Agreement or this Disclosure Letter where the applicability of such disclosure to the section of the Agreement is reasonably apparent. Furthermore, certain matters set forth in this Disclosure Letter are included solely for informational purposes, and will not in any way be deemed to expand any of the information required to be disclosed in this Disclosure Letter or under the Agreement or to imply that other information with respect to similar matters must be disclosed.

The inclusion of any document or other item in this Disclosure Letter does not, and will not, constitute an admission by Parent that such document or other item is material or that a violation, right of termination, consent requirement, default, liability or contractual obligation of any kind exists with respect to such document or item. This Disclosure Letter is qualified in its entirety by reference to the specific provisions of the Agreement and the representations and warranties to which the disclosures herein pertain and is not intended to constitute, and will not be construed as constituting, any separate representation or warranty of Parent, except as and to the extent expressly provided in this Disclosure Letter or the Agreement.

The information contained herein is in all events subject to the terms of the Parent Confidentiality Agreement.

Section 7.2
Authority Relative to this Agreement

1. Parent's participation in the transactions contemplated by the Asset Purchase Agreement is conditioned on Parent receiving stockholder approval under the Merger Agreement, which is a necessary action by Parent to consummate the transaction contemplated by the Asset Purchase Agreement.
2. Pursuant to the terms of the Merger Agreement, Merger Sub will be merged into Seller, with Seller being the surviving corporation.

Section 7.3
Consents and Approvals; No Violations

(b)

1. Credit Agreement dated as of May 11, 2006, among Great Plains Energy Incorporated, Bank of America, N.A., as Administrative Agent, and the other lenders named therein. (Consummation of the Merger may violate Sections 6.11 and 6.12)
2. Credit Agreement dated as of May 11, 2006, among Kansas City Power & Light Company, Bank of America, N.A., as Administrative Agent, and the other lenders named therein. (Consummation of the Subsequent Merger may violate Sections 6.11 and 6.12)
3. General Mortgage Indenture and Deed of Trust dated as of December 1, 1986, between Kansas City Power & Light Company and United Missouri Bank of Kansas City, N.A., as Trustee, and indentures supplemental thereto. (Consummation of the Subsequent Merger may violate Article XIII)
4. Parent's Compensation and Benefit Plans. (Amendments to such Plans may be required to carry out Parent's obligations under Section 7.10 of the Merger Agreement)

This list does not include actions required to be taken by Seller, its Subsidiaries or Merger Sub in connection with the Merger or Subsequent Merger pursuant to indentures, contracts, agreements and other obligations entered into by Seller or its Subsidiaries before the Merger or Subsequent Merger.

(d)

1. Missouri Public Service Commission
2. Kansas Corporation Commission
3. Federal Communications Commission