

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

In the Matter of the Application of Kansas Gas Service,)
a division of ONE Gas, Inc. for an Extension of its)
Certificate of Convenience and Authority to Operate as) Docket No. 24-KGSG- 825 -ACQ
a Natural Gas Public Utility in and Around The Area)
Heretofore Served by the City of Lebo, Kansas, a)
Municipally Owned Natural Gas Utility.)

APPLICATION

Kansas Gas Service, a division of ONE Gas, Inc. ("Kansas Gas Service" or "Applicant") hereby requests an extension of its Certificate of Convenience and Authority pursuant to K.S.A. 66-131 to operate as a natural gas public utility in and around the area heretofore served by the City of Lebo, Kansas, a municipally owned natural gas utility ("City of Lebo"). In support whereof, Applicant states as follows:

1. Applicant is engaged, generally, in transporting, distributing and selling natural gas in Kansas. Kansas Gas Service delivers natural gas to approximately 655,000 residential, commercial and industrial customers in Kansas. Applicant's Kansas operations are subject to the jurisdiction of the State Corporation Commission of the State of Kansas ("Commission"). Applicant's principal place of business within the State of Kansas is located at 7421 West 129th Street, Overland Park, Kansas 66213.

2. Applicant has entered into a purchase agreement with the City of Lebo to purchase from the City of Lebo all of its properties and facilities used for the distribution of natural gas in the City of Lebo for \$1,000,000.00. A copy of the Asset Purchase Agreement between the City of Lebo and Kansas Gas Service is attached hereto as **Exhibit 1**. The actual price paid exceeds Kansas Gas Service's average embedded cost per customer. However, Lebo's distribution system has been well

maintained which justifies the actual price paid by Kansas Gas Service. Notwithstanding the reasonableness of the purchase price, in order to take advantage of the Commission's municipal acquisition program established in Docket No. 08-ATMG-182-ACQ and used by Kansas natural gas utilities to acquire over 25 smaller municipal natural gas utility systems, Kansas Gas Service will limit the amount included in rate base to the number of customers of 302 multiplied by the average embedded cost per customer of \$3,022, for a total of \$912,530. Applicant intends to pay cash for the acquisition. The notice of the special election on the sale to Kansas Gas Service and the election results whereby the citizens of the City of Lebo voted to sell the distribution system to Kansas Gas Service pursuant to K.S.A. 15-809, by a 122 to 88 margin are attached as **Exhibit 2** to this Application and incorporated herein by reference. Closing of the transaction is subject to the Commission's approval of this Application. Kansas Gas Service requests that an order approving the acquisition be issued so that Kansas Gas Service can close by October 1, 2024.

3. Applicant's financial strength and managerial expertise in the gas retail distribution business assure that Applicant's acquisition of the distribution system which serves approximately 302 customers from the City of Lebo will be in the public interest.

4. Applicant seeks permission to extend its Certificate of Convenience and Authority to operate as a natural gas utility in and around an area heretofore served by the City of Lebo, a municipally owned natural gas utility. A metes and bounds legal description of the territory and map of the territory (outlined by the purple line on the map) in which Applicant seeks a Certificate of Convenience and Authority is attached as **Exhibit 3** to this Application. Kansas Gas Service is currently in negotiations with the City of Lebo to obtain a franchise agreement and Kansas Gas Service will file an executed copy of the franchise agreement with the Commission upon its execution

pursuant to the Commission's order relating to the notice filing of franchise agreements with the Commission.

5. Applicant is seeking to change the current rates for natural gas service to customers in the City of Lebo. Applicant intends to use its statewide approved rates that currently are on file with the Commission and intends to render efficient and sufficient service to the present customers of the City of Lebo. A comparison of the City of Lebo's rates and Applicant's proposed rates is set forth in **Exhibit 4** to this Application and incorporated herein by reference.

6. Immediate major improvements to the acquired distribution assets will not be necessary. There is no surcharge being requested as part of this Application. Pursuant to the Financing Order issued by the Commission in Docket No. 21-KGSG-332-GIG, Kansas Gas Service elects to exclude the service territory acquired pursuant to this transaction from Kansas Gas Service's WESCR charges.¹

7. Applicant is mailing notice to each customer and is requesting that the customer submit any comments to the Commission no later than July 30, 2024. The notice contains a comparison of the municipality's rates and Kansas Gas Service's rates. A copy of the Notice and a verified certificate of mailing will be late-filed as **Exhibit 5**.

8. Any upstream transportation capacity contracts will be consolidated with Kansas Gas Service's existing contracts at the first available opportunity.

9. Any existing supply contracts will be consolidated with Kansas Gas Service's existing contracts at the first available opportunity.

10. Kansas Gas Service also requests it be allowed for accounting and ratemaking purposes

¹Financing Order, Docket No. 22-KGSG-466-TAR, ¶¶ 55, 59, 65, 95 134 (Aug. 18, 2022).

to record the purchase price of the system assets at Kansas Gas Service's current distribution system average per customer embedded cost for meters, services and mains on an original cost basis per this Commission's order in Docket No. 08-ATMG-182-ACQ.

WHEREFORE, Applicant requests: (1) that a Certificate of Convenience and Authority be issued granting the right to transact the business of a natural gas public utility to Kansas Gas Service in the territory described in **Exhibit 3** to the Application pursuant to K.S.A. 66-131; (2) to put into effect for such service Applicant's current rates which are set forth in **Exhibit 4** and which are on file with the Commission; (3) to be allowed, for accounting and ratemaking purposes, to record the purchase price of the system assets to be included in Applicant's rate base at Kansas Gas Service's current distribution system average per customer embedded cost for meters, services and mains on an original cost basis; (4) to account for the purchase price not included in Applicant's rate base as good will and not to be recovered in rates; (5) that no other separate accounting be required from Kansas Gas Service; and (6) for such other relief that is found to be necessary by the Commission as just and reasonable in this matter.



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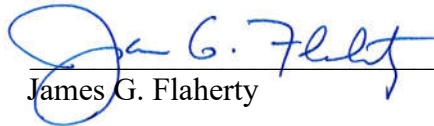
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Attorney for Kansas Gas Service,
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VERIFICATION

STATE OF KANSAS
COUNTY OF FRANKLIN, ss:

James G. Flaherty, of lawful age, being first duly sworn on oath, states: That he is an attorney for Kansas Gas Service, a division of ONE Gas, Inc., and is duly authorized to make this affidavit; that he has read the foregoing Application, knows the contents thereof; and that the facts set forth therein are true and correct.


James G. Flaherty

SUBSCRIBED AND SWORN to before me this 6th day of June, 2024.





Notary Public

Appointment/Commission Expires:

EXHIBIT 1

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into this 6 day of MAY, 2024, by and between Lebo, Kansas, a Kansas municipal corporation ("Seller") and ONE Gas, Inc., an Oklahoma corporation, d/b/a Kansas Gas Service, a Division of ONE Gas, Inc. ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns and operates a natural gas distribution system serving customers in and around the Lebo, Kansas (the "System"); and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase, all of the assets constituting the System, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

I. SALE AND PURCHASE OF THE ASSETS.

SECTION 1.1. AGREEMENT TO SELL AND PURCHASE. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell, assign, transfer and convey to Purchaser, and Purchaser agrees to purchase from Seller, free and clear of all claims, liens, security interests, and encumbrances of any kind, all right, title and interest in and to all of the assets constituting the System, including, but not limited to, the following:

(a) All easements, rights-of-way, and other real property owned, leased or utilized by the Seller in connection with the operation of the System, including, without limitation, those easements, rights-of-way, and other real property listed and described on Schedule 1.1(a) attached hereto and made a part hereof for all purposes (the "Easements and Other Real Property");

(b) The tangible personal property listed and described on Schedule 1.1(b) attached hereto and made a part hereof for all purposes (the "Personal Property");

(c) Seller's rights and benefits under and pursuant to the contracts, leases, franchises and other agreements listed and described on Schedule 1.1(c) attached hereto and made a part hereof for all purposes (collectively, the "Contracts");

(d) Seller's rights and benefits under and pursuant to the licenses, permits, approvals, and authorizations listed and described on Schedule 1.1(d) attached hereto and made a part hereof for all purposes (the "Licenses and Permits");

(e) All books and records of account and other financial records,

correspondence, and credit records, all manuals or other material relating to operations, maintenance, and similar matters, and all records and lists pertaining to gas supply, distribution, transportation, administrative and similar matters (the "Books and Records") as listed and described on Schedule 1.1 (e);

(f) All inventory at any time acquired, ordered or nominated by Seller for use in or relating to its operation of the System, including inventory consisting of stored natural gas, raw materials, work-in-process, finished supplies, and parts (the "Inventory") as listed and described on Schedule 1.1 (f); and

(g) List of all natural gas customers of Seller as of April 1, 2024, defined as any recipient of natural gas distributed by Seller to recipient within and around the Lebo, Kansas, ("Customers") as listed and described on Schedule 1.1(g) attached hereto and made a part hereof.

The Easements and Other Real Property, Personal Property, Contracts, Licenses and Permits, Books and Records, and Inventory described above are sometimes hereinafter collectively referred to as the "Assets."

SECTION 1.2. PURCHASE PRICE. In consideration for the sale of the Assets, Purchaser shall pay to Seller the amount of One Million Dollars (\$1,000,000.00).

SECTION 1.3. NO ASSUMPTION OF LIABILITIES BY PURCHASER. Notwithstanding anything to the contrary contained in this Agreement, Purchaser will not assume, pay, perform, or discharge any debt, liability, obligation, understanding, arrangement, or contract of the Seller, of any kind or character whatsoever (whether written or oral, existing, contingent, or inchoate), except for obligations of Seller under the Contracts and under the Licenses and Permits that are required to be performed after the Closing Date (collectively, the "Assumed Liabilities"). Without limiting the generality of the foregoing, it is expressly understood and agreed that Purchaser shall assume only the Assumed Liabilities and, except for the Assumed Liabilities, shall not assume any of the following: (i) any liabilities or obligations of Seller arising as a result of any express or implied warranty relating to products or services; (ii) any liabilities or obligations arising out of any contract, agreement, license or bid of Seller or by which Seller or its assets are bound; (iii) any account payable or accrued expenses of Seller; (iv) any liabilities or obligations arising out of actions taken, work done or contracts entered into by Seller; (v) any over-collected gas costs; (vi) any liabilities or obligations of, or expenses owed by, Seller for any brokerage or finder's commission relating to this Agreement or any of the transactions contemplated hereby; (vii) any liabilities for any taxes that may become payable by Seller in respect of the sale of the Assets upon the terms and conditions of this Agreement; or (viii) any liabilities or obligations arising from Customer Deposits made to, and held by, Seller for accounts of the Customers.

SECTION 1.4 CONDITION PRECEDENT. The Kansas Corporation Commission ("Commission" or "KCC") must approve the Purchaser's purchase of the System. Any conditions placed on approval of the purchase by the KCC must be acceptable to Purchaser. In the event the

Commission denies Purchaser's request for approval, or subjects its approval to conditions that are unacceptable to Purchaser, this Agreement will be null, void and of no effect with neither party being liable to the other for any costs and/or damages. In such event, Purchaser will reimburse Seller's actual costs incurred for the city election regarding the purchase and sale of the System.

II. REPRESENTATIONS AND WARRANTIES.

SECTION 2.1. REPRESENTATIONS AND WARRANTIES OF SELLER.

(a) **CORPORATE ORGANIZATION AND AUTHORITY.** Seller is a municipal corporation duly incorporated, validly existing and in good standing under the laws of the State of Kansas and has all requisite statutory power and authority to own, lease, and operate its properties and to carry on its business as presently conducted.

(b) **AUTHORIZATION; NO CONFLICTS.** Seller has all requisite statutory power and authority to enter into and perform its obligations under this Agreement and under the Assignment of Easements and Other Real Property (as defined below in Section 4.2(a)(ii)), the Bill of Sale and Assignment and Assumption Agreement (as defined below in Section 4.2(a)(iii)), and the Franchise Agreement (as defined below in Section 4.2(a)(iv)) (collectively, the "Transaction Documents"), and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and the Transaction Documents, the performance by it of its obligations hereunder and thereunder, and the consummation by it of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action on the part of Seller (including, but not limited to, the adoption and publication of any required ordinances and the holding of any required public hearings or municipal elections). This Agreement and the Transaction Documents have been duly executed and delivered by Seller and each constitutes a legal, valid and binding agreement of Seller, enforceable against it in accordance with the terms hereof and thereof. The execution and delivery of this Agreement and the Transaction Documents, and the consummation of the transactions contemplated hereby and thereby upon the terms and conditions hereof and thereof, will not conflict with or result in any violation of or default under any provision of the charter or any other organizational document of Seller or any agreement, instrument, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or its properties. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or any other person, except the Kansas Corporation Commission (the "Commission"), is required in connection with the execution and delivery of this Agreement and the Transaction Documents by Seller or the consummation by Seller of the transactions contemplated hereby and thereby.

(c) **TITLE TO ASSETS.** Seller has good and marketable title or valid leasehold title to all of the Assets, in each case free and clear of all mortgages, liens, security interests, encumbrances, liabilities, charges, or assessments of any kind or character whatsoever. Upon the transfer to Purchaser of the Assets in accordance with the terms of

this Agreement, Purchaser will acquire good and marketable title to the Assets, free and clear of all liens, liabilities, claims or charges of any kind or character, except for any liens, liabilities, claims or charges placed on the Assets from and after the Closing Date solely as a result of actions taken by Purchaser.

(d) **INVENTORY.** All inventory relating to the business was purchased, acquired or ordered in the ordinary and regular course of business and consistent with the regular inventory practices of Seller and all such Inventory is of a quantity and quality useable and merchantable in the ordinary course of business.

(e) **CONTRACTS.** With respect to each Contract:

(i) Seller has delivered to Purchaser a true, correct and complete copy of such Contract (including all amendments and modifications thereto);

(ii) such Contract is in full force and effect and constitutes a valid, legal and binding obligation of the contracting parties, enforceable against each of them in accordance with its terms;

(iii) no party to such Contract is in breach or default thereunder, no notice of default, defense, set-off, counterclaim, termination, cancellation or acceleration has been received by any party with respect thereto and there exists no event or condition that would constitute a breach or violation thereof, or a default thereunder, or give rise to any right of set-off, counterclaim, termination, cancellation or acceleration pursuant thereto, and Seller does not know of any threat to cancel, or not to renew or extend, any such Contract;

(iv) no party has repudiated such Contract, and there are no disputes with respect to such Contract nor any agreements or understanding (whether written or oral) in connection therewith; and

(v) the enforceability of such Contract and the enjoyment of the rights and benefits thereunder will not be affected in any material respect by the execution and delivery of this Agreement or the other Transaction Documents, the performance by the parties of their obligations hereunder and thereunder or the consummation of the transactions contemplated hereby and thereby.

(f) **ASSETS NECESSARY TO THE BUSINESS.** The personal property and other assets owned or leased by Seller and included in the Assets are sufficient in all material respects to operate the System as presently operated. All items of tangible personal property included in the Assets are fit for the purposes for which they are presently being used and are in reasonably good operating condition and repair, ordinary wear and tear excepted. Seller is in possession of all licenses, permits, consents, approvals and other authorizations required by federal, state, or local laws in connection with the ownership or lease of the

Assets or the operation of the System.

(g) **LITIGATION.** There is no action, suit, inquiry, investigation, or other proceeding pending against, or to the knowledge of Seller threatened against or affecting, Seller or its properties or assets in any court or before any arbitrator or any foreign or United States federal, state or local government authority that does or could reasonably be expected to involve or affect in any way the Assets or the System, or the execution and performance of this Agreement or the Transaction Documents, or the consummation of the transactions contemplated herein or therein.

(h) **ENVIRONMENTAL MATTERS.** To Seller's knowledge, there are no hazardous or toxic substances on, under, or in any of the Assets except for those items referenced in Schedule 1.1 (h). None of the Assets has become subject to any environmental laws, rules or regulations as a hazardous waste treatment, storage or disposal facility, which requires a permit for such treatment, storage or disposal. To the knowledge of Seller, it has not been added to (or proposed for addition to) any national or state priorities list under the Comprehensive Environmental Response, Compensation and Liability Act or any similar act. Seller has not received any complaint, order, citation or notice with respect to any possible violations of any environmental laws, rules or regulations or any obligation or liability thereunder relating to the Assets or the System. Seller does not own or lease as part of the Assets, or otherwise have any obligations with respect to, or responsibility for, any underground storage tanks.

(i) **TAXES.** Seller has filed or will file in a timely manner with the appropriate taxing authorities all tax returns required to be filed prior to or on the Closing Date, including, but not limited to, all tax returns the filing of which is necessary for the operation of the System, and each such tax return has been or will be prepared in all material respects in compliance with all applicable laws and regulations. Seller has paid or will pay in a timely manner all taxes that are shown to be due on such returns or pursuant to any assessment received by Seller from any taxing authority, except such taxes, if any, as are being contested diligently and in good faith. There are no claims for taxes pending against Seller nor are there any threatened claims for tax deficiencies against Seller for which the Assets could be liable and Seller does not know of any basis for such claims. There exist no actual or, to the best knowledge of Seller, proposed additional assessments of taxes by any taxing authority to which there is a reasonable possibility that the Assets could be subject. There are no outstanding agreements or waivers that would extend the statutory period in which a taxing authority may assess or collect a tax against Seller and to which there is a reasonable possibility that the Assets could be subject. There are no liens for taxes, other than for current taxes not yet due and payable, upon the Assets.

(j) **BOOKS AND RECORDS.** To Seller's knowledge, the Books and Records of Seller fairly reflect the transactions to which Seller is or was a party and by which its properties are or were bound, and such Books and Records are, and have been, properly kept and maintained with the revenues, expenses, assets, and liabilities of Seller accurately

recorded therein. The financial and accounting books and records do not contain allocations for assets that are only partially or temporarily used by Seller in the operation of the System or that do not constitute part of the Assets to be sold to Purchaser under this Agreement. Since the date of the last financial summary provided to Purchaser, there has been no material adverse change in the financial condition, assets, liabilities, or business of the System and no material loss, damage or destruction of or to the Assets since the time the Purchaser last reviewed the records.

(k) **OPERATIONS IN THE ORDINARY COURSE.** There has not been any occurrence, event, incident, action, failure to act, or transaction outside the ordinary course of business involving the System except as has been previously approved by Purchaser in writing.

(l) **CERTAIN RELATIONSHIPS.** No employee, agent or elected official of Seller (or any relative of any such person) has any material business or other relationship with any creditor, lessor, lessee, supplier, transporter, marketer or customer of the System, the absence or discontinuation of which may reasonably be expected to have an adverse effect on the Assets or the System.

(m) **CONSENTS OBTAINED.** Seller has obtained written consents from the appropriate persons to the assignment by Seller to Purchaser of the Contracts where such consents are necessary or appropriate to effect a valid assignment thereof.

(n) **DISCLOSURE.** Neither this Agreement nor any certificate, document or communication furnished by Seller to Purchaser (including the principals thereof, acting in their individual capacities) in connection herewith (whether prior to or after the date hereof) contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein and therein not misleading. There is no fact known to Seller that materially and adversely affects the use or enjoyment of, or title to, the Assets, which has not been set forth herein or heretofore communicated to Purchaser in writing.

(o) **BROKERS AND FINDERS.** Seller has not authorized any person to act as a broker or finder or in any similar capacity in connection with this Agreement or any Transaction Document or the transactions contemplated hereby or thereby in such a manner as to give rise to a valid claim against Purchaser for any brokers' or finders' fees or similar fees or expenses.

SECTION 2.2. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

(a) **CORPORATE ORGANIZATION AND AUTHORITY.** Purchaser is an Oklahoma corporation duly incorporated, validly existing and in good standing under the laws of the State of Oklahoma, has the authority to operate within the State of Kansas, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as presently conducted.

(b) **AUTHORIZATION; NO CONFLICTS.** Purchaser has all requisite corporate power and authority to enter into and perform its obligations under this Agreement and the Transaction Documents and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Purchaser of this Agreement and the Transaction Documents, the performance by it of its obligations hereunder and thereunder, and the consummation by it of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of Purchaser. This Agreement and the Transaction Documents have been duly executed and delivered by Purchaser and each constitutes a legal, valid and binding agreement of Purchaser, enforceable against it in accordance with the terms hereof and thereof. The execution and delivery of this Agreement and the Transaction Documents, and the consummation of the transactions contemplated hereby and thereby upon the terms and conditions hereof and thereof, will not conflict with or result in any violation of or default under any provision of the articles of incorporation or the bylaws of Purchaser or any agreement, instrument, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Purchaser or its properties. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or any other person, except the Commission, is required in connection with the execution and delivery of this Agreement and the Transaction Documents by Purchaser or the consummation by it of the transactions contemplated hereby or thereby.

(c) **BROKERS AND FINDERS.** Purchaser has not authorized any person to act as a broker or finder or in any similar capacity in connection with this Agreement or the transactions contemplated hereby in such a manner as to give rise to a valid claim against Seller for any brokers' or finders' fees or similar fees or expenses.

III. COVENANTS.

SECTION 3.1. SETTLEMENT OF CUSTOMER ACCOUNTS. Seller and Purchaser will, simultaneously, read or cause to be read all of the gas meters of the System's customers as of the Closing Date in order to determine the amount of each customer's final bill. Seller shall be solely responsible for collecting amounts owed by customers on their final bills for Seller's account. Purchaser shall be solely responsible for billing customers from and after the Closing Date, and for collecting such amounts for Purchaser's account. From and after the Closing Date, Seller shall forward promptly to Purchaser any customer payments received by Seller for Purchaser's account, and Purchaser shall forward promptly to Seller any customer payments received by Purchaser for Seller's account.

SECTION 3.2. SETTLEMENT UNDER GAS SUPPLY AND TRANSPORTATION AGREEMENTS. Seller shall request, and use its best efforts to cause, its gas transporter to read Seller's gas purchase meter(s) on the Closing Date and to issue to Seller a final bill for its transportation and gas purchases made prior to the Closing Date. Seller shall request, and use its best efforts to cause, its gas transporter to send Seller a final bill for its gas transportation services (and reconciling any storage or transportation imbalances) performed prior to the Closing Date. In

any event, Seller shall be responsible for gas supply and transportation bills payable for the period on and prior to the Closing Date, and Purchaser shall be responsible for gas supply and transportation bills payable for the period after the Closing Date.

SECTION 3.3. TAXES.

(a) Seller shall be liable for all taxes that are imposed on or connected with the operation of the System or the Assets for any taxable period or portion thereof ending on or before the Closing Date. Purchaser shall be liable for all other taxes which are imposed on or connected with any of the Assets, and shall prepare and file all tax returns related to the Assets required to be filed after the Closing Date. If Purchaser receives a refund of any taxes described in the first sentence of this Section 3.3(a), or if Seller receives a refund of any taxes described in the second sentence of this Section 3.3(a), the party receiving such refund shall, within 30 days after receipt, remit to the other party the sum of such payment.

(b) After the Closing Date, Seller agrees to assist Purchaser in preparing any tax returns that Purchaser is responsible for preparing and filing in accordance with Section 3.3(a), to use Seller's best efforts to cooperate fully in preparing for any audits of, or disputes with taxing authorities regarding any such tax returns relating to the Assets and to make available to Purchaser and to any taxing authority as reasonably requested all information, records and documents relating to liabilities for taxes associated with the operation of the System or the Assets on or prior to the Closing Date. Seller agrees to preserve all such information, records and documents until the expiration of any applicable statutes of limitation or extensions thereof and as otherwise required by law. Seller agrees to provide timely notice to Purchaser in writing of any pending or threatened tax audits or assessments related to the Assets for periods beginning prior to the Closing Date and to furnish Purchaser with copies of all correspondence received from any taxing authority in connection with any tax audit or information request with respect to any such period.

SECTION 3.4. CERTAIN ACTIONS. Concurrently with the execution and delivery of this Agreement, Seller will take such actions as are necessary or appropriate to put Purchaser in actual possession and operating control of the Assets. In addition, Seller hereby agrees that, upon request of Purchaser from time to time after the Closing Date, it will execute and deliver, or cause to be executed and delivered, such instruments of transfer and assignment and take such other actions as Purchaser may reasonably request in order to vest in Purchaser, and to put Purchaser in possession of any of the Assets.

IV. THE CLOSING.

SECTION 4.1. CLOSING. The closing of the transaction contemplated herein (the "Closing") shall be effected on the date of this Agreement (the "Closing Date") in such manner and in such place as the parties hereto shall mutually agree.

SECTION 4.2. DOCUMENTS DELIVERED AT CLOSING.

(a) At the Closing, Seller and Purchaser shall execute and deliver the following documents and instruments:

(i) this Agreement;

(ii) an Assignment of Easements and Other Real Property in substantially the form attached hereto as Exhibit A;

(iii) a Bill of Sale and Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit B; and

(iv) a Franchise Agreement in substantially the form attached hereto as Exhibit C.

(b) At the Closing, Seller shall deliver to Purchaser the following documents and instruments:

(i) a copy of all documents evidencing Seller's valid organization as a municipal corporation in the State of Kansas, and copies of all public notices, resolutions, and minutes of city council meetings, public hearings or other meetings relating to the transactions contemplated in this Agreement that have been published, produced, adopted, furnished or held by the City of Lebo, Kansas, certified by the City Clerk;

(ii) copies of the third party consents described in Subsection 2.1(m) above, the consent of the parties with respect to any transportation or supply agreements which are described on Schedule 1.1(c) hereto shall include acknowledgments by the parties that Purchaser shall be substituted as a party thereto with no account balance owing thereunder and that Purchaser shall not be liable for any gas storage or transportation imbalances arising prior to the time of such substitution;

(iii) such other documents or instruments relating to the transactions contemplated by this Agreement as Purchaser may reasonably require; and

(iv) a receipt acknowledging Seller's receipt of funds in the amount of \$1,000,000.00 in full satisfaction of Purchaser's obligations under this Agreement.

(c) At the Closing, Purchaser shall deliver to Seller the following documents and instruments:

(i) a corporate check or wire transfer in the amount of \$1,000,000.00;
and

(ii) such other documents or instruments relating to the transactions contemplated by this Agreement as Seller may reasonably require.

V. INDEMNIFICATION.

SECTION 5.1. GENERAL. Each party hereby agrees to indemnify, defend and hold harmless the other party from and against any and all claims, suits, actions, damages, judgments and expenses (including attorneys' fees and expenses) arising out of or relating to any breach by the indemnifying party of any representation, warranty, covenant or agreement contained herein.

SECTION 5.2. INDEMNIFICATION BY SELLER. In accordance with the terms of this Article V, Seller agrees to indemnify and hold harmless each of Purchaser and its affiliates, directors, officers, shareholders, employees, agents and other representatives from and against any and all demands, claims, actions, causes of action, proceedings, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) (collectively, "Claims") that (i) arise from or relate to the assertion against, imposition upon or incurrence by any such indemnitee of any liabilities referred to in Section 1.3 hereof, other than any Assumed Liabilities; (ii) are asserted against or imposed upon any such person by a third party in connection with the operation of the System and the use of the Assets by Seller prior to the Closing Date; (iii) arise from or relate to the failure to obtain any consent, approval or authorization required in order to effect the assignment or other transfer to Purchaser of any Easements and Other Real Property, Contracts, Licenses or Permits included in the Assets and (iv) for a period five (5) years from the Closing Date the ownership, operation, occupancy, use or condition of the Assets prior to the Closing Date including a) any release, threatened release, or disposal of hazardous materials from, in, upon, or adjacent to the System; b) any violation of environmental laws or environmental permits pertaining to the Assets; or c) any environmental claim in connection with the System.

SECTION 5.3. INDEMNIFICATION BY PURCHASER. In accordance with the terms of this Article V, Purchaser agrees to indemnify and hold harmless each of Seller and its employees, agents and elected officials from and against any and all Claims that (i) are asserted against or imposed upon any such indemnitee by a third party in connection with the operation of the System by Purchaser from and after the Closing Date; and (ii) are based upon any Assumed Liabilities.

VI. MISCELLANEOUS.

SECTION 6.1. POST-CLOSING MATTERS. In case at any time after the Closing any further action is necessary to carry out the purposes and intent of this Agreement, each of the parties shall take such further action (including the execution and delivery of such further instruments and documents) as the other party may reasonably request.

SECTION 6.2. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. The representations, warranties and agreements of Seller and Purchaser in this Agreement and in any

document or instrument delivered pursuant hereto shall survive the execution of this Agreement and the Closing and shall continue thereafter in full force and effect for a period of two (2) years from the Closing Date. The covenants and agreements set forth in Article III and V of this Agreement shall survive the execution of this Agreement and the Closing and shall continue thereafter in full force and effect indefinitely.

SECTION 6.3. RELATIONSHIP OF THE PARTIES. This Agreement does not create, and shall not be construed as creating, a partnership, joint venture, fiduciary, franchise, association or similar relationship between the parties hereto or the right in either party to incur debt on behalf of the other party.

SECTION 6.4. FEES AND EXPENSES. Except as otherwise provided in Article V hereof, Seller and Purchaser shall each pay all of its own fees and expenses incidental to the negotiation, preparation, execution and performance of this Agreement, including the fees and expenses of its own counsel, accountants and other experts and representatives.

SECTION 6.5. AMENDMENTS AND WAIVERS. Neither this Agreement nor any provision contained herein may be amended, waived, discharged or terminated, except by an instrument in writing signed by the party against which enforcement of such amendment, waiver, discharge or termination is sought.

SECTION 6.6. NOTICES. All notices given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered by hand; (ii) sent by facsimile to the fax number set forth below, or to the email address set forth below, and verified by a subsequent mailing thereof by regular mail; or (iii) mailed by registered or certified mail, postage prepaid, as follows:

If to Seller: City of Lebo
 9 East 4th Street
 Lebo, KS 66856
 lebocity@mchsi.com

If to Purchaser: Kansas Gas Service, a Division of ONE Gas, Inc.
 7421 West 129th Street
 Overland Park, Kansas 66213
 Attn: Robert Elliott Vincent
 robert.vincent@onegas.com

SECTION 6.7. BINDING EFFECT AND ASSIGNABILITY. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns and is solely for the benefit of Purchaser and Seller and not for the benefit of any other person or entity not a party hereto. Notwithstanding the foregoing, this Agreement may not be assigned by either party hereto without the prior written consent of the other party, provided, however, that Purchaser may assign this Agreement to an affiliate of Purchaser with

prior written notice of such assignment to Seller.

SECTION 6.8. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. The parties hereto (i) agree that venue is proper in any judicial proceeding brought in connection with a dispute arising under this Agreement in a state court in Coffey County, State of Kansas; and (ii) hereby waive any objection to venue in any such suit, action or proceeding brought in any such court.

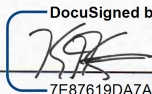
SECTION 6.9. ENTIRE AGREEMENT. This Agreement and the documents delivered pursuant hereto constitute the entire agreement between Seller and Purchaser with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between Seller and Purchaser with respect to the subject matter hereof.

SECTION 6.10. HEADINGS. The descriptive headings of the provisions of this Agreement are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any of such provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement on the date first written above.

PURCHASER:


ONE Gas, Inc., an Oklahoma corporation, d/b/a
Kansas Gas Service, a Division of ONE Gas, Inc.

By:  _____
DocuSigned by:
7E87619DA7A7452...
Name: Jason Ketchum
Title: VP - Commercial

SELLER:

City of Lebo, Kansas



By:  _____
Name: Eric S Ferguson
Title: Mayor

SCHEDULE 1.1 (a)

EASEMENTS AND OTHER REAL PROPERTY

All non-public easements, rights of way, and other real property owned, leased or utilized by the Seller in connection with the operation of the Seller's natural gas distribution System, including, without limitation, those easements, rights of way, and other real property located within the following described area:

1. Coffey County, Kansas
 - a. Sections 1-36, Township 19 South, Range 14 East
 - b. Sections 1-36, Township 19 South, Range 15 East
 - c. Sections 5-8, 17-20, 29-32, Township 19 South, Range 16 East
2. Osage County, Kansas
 - a. Sections 31 - 35, Township 18 South, Range 14 East

All of the natural gas pipelines, conduits, fittings or any auxiliaries thereto, located within the following described area for the purpose of conveying, transporting and servicing natural gas through and across the same described area:

1. Coffey County, Kansas
 - a. Sections 1-36, Township 19 South, Range 14 East
 - b. Sections 1-36, Township 19 South, Range 15 East
 - c. Sections 5-8, 17-20, 29-32, Township 19 South, Range 16 East
2. Osage County, Kansas
 - a. Sections 31 - 35, Township 18 South, Range 14 East

SCHEDULE 1.1 (b)

PERSONAL PROPERTY

All tangible personal property owned by the Seller in connection with the operation of the Seller's natural gas distribution System.

All natural gas supplies owned by the Seller and stored in Southern Star Central Gas Pipeline's gas storage fields and facilities as of the date of Closing.

SCHEDULE 1.1 (c)

CONTRACTS INCLUDING CITY OF LEBO GAS SUPPLY AND TRANSPORTATION CONTRACTS

All Contracts, Leases, Franchises and Other Agreements relating to the Seller's ownership and operation of Seller's natural gas distribution System, except the agreement between Seller and Black Hills Energy, which is not being assigned to Purchaser.

All gas supply, storage and transportation contracts between the Seller and Southern Star Central Gas Pipeline Company.

SCHEDULE 1.1 (d)

LICENSES AND PERMITS

All Licenses and Permits necessary to operate Seller's natural gas distribution System.

SCHEDULE 1.1 (e)

BOOKS AND RECORDS

All Applicable Books and Records in the Possession of the Seller Pertaining to the natural gas distribution System including operating records maintained by Black Hills Energy on behalf of Seller.

SCHEDULE 1.1 (f)

INVENTORY

All inventory, including gas in storage, relating to Seller's operation of its natural gas distribution System.

SCHEDULE 1.1(g)

LIST OF CUSTOMERS

A current list of customers will be provided by Seller to Purchaser at Closing.

SCHEDULE 1.1(h)

ENVIRONMENTAL

None.

EXHIBIT A
ASSIGNMENT OF EASEMENTS AND OTHER REAL PROPERTY

That, the City of Lebo, Kansas, a Kansas municipal corporation ("Assignor"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid to it by ONE Gas, Inc., d/b/a Kansas Gas Service, a Division of ONE Gas, Inc. ("Assignee"), pursuant to that certain Asset Purchase Agreement dated MAY 6, 2024, by and between Assignor and Assignee, the receipt and sufficiency of which are hereby acknowledged, has granted, sold, conveyed and assigned, and by these presents does grant, sell, convey and assign unto assignee, free and clear of all claims, liens, security interests and encumbrances of any kind, except for the lien of current taxes not yet due and payable, (1) all of Assignor's right, title and interest in and to the pipeline rights-of-way, easements and other real property described and set forth in Exhibit 1 attached hereto and made a part hereof for all purposes; and (2) the prescriptive rights, if any, owned by Assignor in Coffey County, Kansas, traversed by the pipeline sold to Assignee pursuant to a Bill of Sale and Assignment and Assumption Agreement of even date herewith insofar, but only insofar, as such prescriptive rights apply to such pipeline sold.

TO HAVE AND TO HOLD the above-mentioned real rights-of-way, easements and other real property, and prescriptive rights, if any, together with, all and singular, the rights, privileges, and interests pertaining thereto, unto said Assignee and its successors and assigns forever. Assignor hereby binds itself and its successors and assigns to warrant and forever defend, all and singular, title to the easements and other real property listed in Exhibit 1 attached hereto unto Assignee or its successors and assigns against every person lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have executed this Assignment of Easements and Other Real Property this 6 day of MAY, 2024.

ASSIGNOR:

City of Lebo, Kansas

By: Eric S Ferguson

Name: Eric S Ferguson

Title: Mayor

ASSIGNEE:

ONE Gas, Inc., an Oklahoma corporation, d/b/a
Kansas Gas Service, a Division of ONE Gas, Inc.

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____, ss:

This instrument was acknowledged to me on the ____ day of _____, 2024, by
_____, _____ of ONE Gas, Inc., an Oklahoma corporation, d/b/a
Kansas Gas Service, a Division of ONE Gas, Inc., on behalf of said company.

Notary Public

Appointment/Commission Expires:

STATE OF Kansas
COUNTY OF Coffey, ss:

On the 6th day of May, 2024, before me, a Notary Public, in and for the
County and State aforesaid, came Eric S. Ferguson, as Mayor of the City
of Lebo, Kansas, a Kansas municipal corporation, and the same person who executed this instrument
and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of
the date last above written.



Catherine Griffin
Notary Public

Appointment/Commission Expires:

EXHIBIT 1

TO ASSIGNMENT OF EASEMENTS
AND OTHER REAL PROPERTY

All easements, rights-of-way, and other real property owned, leased or utilized by the Seller in connection with the operation of the Assignor's natural gas distribution System, including, without limitation, those easements, rights-of-way, and other real property listed and described below:

[list of easements]

EXHIBIT B
BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT is made and entered into this 6 day of MAY, 2024, by and between the Lebo, Kansas, a Kansas municipal corporation ("Seller") and ONE Gas, Inc., an Oklahoma corporation, d/b/a Kansas Gas Service, a Division of ONE Gas, Inc. ("Purchaser").

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Asset Purchase Agreement dated MAY 6, 2024, (the "Purchase Agreement") providing for the sale by the Seller to Purchaser of all of Seller's assets constituting the Seller's natural gas distribution system (the "System").

NOW, THEREFORE, in consideration of the premises and the payments and mutual covenants set forth in the Purchase Agreement, Purchaser and Seller hereby agree as follows:

1. Seller hereby sells, conveys, transfers, assigns and delivers to Purchaser, free and clear of all claims, liens, security interests and encumbrances of any kind, except for the lien of current taxes not yet due and payable, the following described assets of Seller's System (hereinafter collectively referred to as the "Assets").

(a) The property of the System listed and described in Exhibit 1 attached hereto and made a part hereof for all purposes;

(b) Seller's right, title and interest in and to the contracts, leases, franchises, and other agreements listed and described on Exhibit 2 attached hereto and made a part hereof for all purposes (the "Contracts");

(c) Seller's rights and benefits under and pursuant to the licenses, permits, approvals and authorizations listed and described on Exhibit 3 attached hereto and made a part hereof for all purposes; and

(d) All inventory at any time acquired, ordered or nominated by the Seller for use in or relating to its operations of the System.

TOGETHER with any and all guaranties, warranties, rights and interests pertaining thereto;

TO HAVE AND TO HOLD, all and singular, the Assets unto Purchaser and its successors and assigns forever, and Seller hereby binds itself and its successors and assigns to warrant and forever defend, all and singular, title to the Assets unto Purchaser or its successors and assigns against every person lawfully claiming or to claim the same or any part thereof.

2. In the Purchase Agreement, the Seller has made certain representations and warranties to Purchaser regarding the condition and quality of the Assets. Such representations and warranties are hereby incorporated by reference herein and made a part hereof for all purposes.


3. Seller hereby authorizes Purchaser to demand, receive and enjoy for its own use and benefit performance of any contract rights under the Contracts. Seller agrees to forward to Purchaser promptly upon receipt any amounts paid against such Contracts, with all checks properly endorsed to Purchaser.

4. Purchaser hereby takes the Assets free and clear of all liens, claims and encumbrances, liabilities or obligations of any kind, except to the extent expressly set forth in the Purchase Agreement. Purchaser hereby assumes and undertakes to pay, perform and discharge when due all of the Assumed Liabilities.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Bill of Sale and Assignment and Assumption Agreement as of the date first written above.

SELLER:

City of Lebo, Kansas

By: 
Name: Eric S. Ferguson
Title: Mayor

PURCHASER:

ONE Gas, Inc., an Oklahoma corporation, d/b/a
Kansas Gas Service, a Division of ONE Gas, Inc.

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____, ss:

This instrument was acknowledged to me on the _____ day of _____, 2024, by _____ of ONE Gas, Inc., an Oklahoma corporation, d/b/a Kansas Gas Service, a Division of ONE Gas, Inc., on behalf of said company.

Notary Public

Appointment/Commission Expires:

STATE OF Kansas
COUNTY OF Coffey, ss:

On the 6 day of May, 2024, before me, a Notary Public, in and for the County and State aforesaid, came Eric S. Ferguson, as Mayor of the City of Lebo, Kansas, a Kansas municipal corporation, and the same person who executed this instrument and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the date last above written.



Catherine Griffin
Notary Public

Appointment/Commission Expires:

EXHIBIT 1
TO BILL OF SALE AND ASSIGNMENT
AND ASSUMPTION AGREEMENT

PROPERTY OF THE SYSTEM

All easements, rights-of-way and other real and personal property owned, leased or utilized by the Seller in connection with the operation of the Assignor's Natural gas distribution System, including, without limitation, those easements, rights-of-way, and other real property listed and described below:

[list of easements]

EXHIBIT 2
TO BILL OF SALE AND ASSIGNMENT
AND ASSUMPTION AGREEMENT

CONTRACTS

1. Natural Gas Supply Contracts
2. Natural Gas Transportation Contracts

**EXHIBIT 3
TO BILL OF SALE AND ASSIGNMENT
AND ASSUMPTION AGREEMENT**

LICENSES AND PERMITS

[list any licenses and permits]

EXHIBIT C
FRANCHISE AGREEMENT

EXHIBIT 2

NOTICE OF ELECTION

Notice is hereby given in accordance with Ordinance No. 612, passed and approved on September 11, 2023, by the governing body of the City of Lebo, Kansas, and KSA 15-809 (as amended) that a question-submitted election is to be held on November 7, 2023, between the hours of 7:00 AM and 7:00 PM, at the Lebo Community Building, in conjunction with the General Election being held at such time and place.

The purpose of said election is to submit the following proposition by ballot to the electors of the City of Lebo, the format of which shall be substantially as follows with such modifications as are required by law:

OFFICIAL BALLOT

To vote in favor of any question submitted on this ballot, darken the oval (●) to the left of the word YES. To vote against any question submitted on this ballot, darken the oval (●) to the left of the word NO.

SPECIAL QUESTION

Shall the following be adopted?


Shall the City of Lebo, Kansas sell its natural gas system to Kansas Gas Service, a Division of ONE Gas, Inc. for the purchase price of \$1,000,000 and Other Valuable Consideration?

YES


NO

Dated this 11 day of September, 2023.

City of Lebo, Kansas


Eric Ferguson, Mayor

ATTEST:


Carrie Sloan, City Clerk

(seal)

**County Clerk of Coffey County
Angie Kirchner**

110 S. 6th Street, Suite 202
Burlington, KS 66839
Phone: (620)364-2191
Email: angiek@coffeycountyks.org



November 20, 2023

Carrie Sloan, City Clerk
City of Lebo, Kansas
P.O. Box 14
Lebo, KS 66856

Re: Official Results of the November 7, 2023 General Election – SPECIAL QUESTION

I hereby certify that upon the Special Question submitted election for the City of Lebo on the below question, as verified by the official canvass of votes by the Board of Coffey County Commissioners on November 20, 2023, the following number of votes were received in the November 7, 2023 General Election:

QUESTION:

SPECIAL QUESTION

Shall the following be adopted?

Shall the City of Lebo, Kansas sell its natural gas system to Kansas Gas Service, a Division of ONE Gas, Inc. for the purchase price of \$1,000,000 and Other Valuable Consideration?

- YES
- NO

RESULTS: **YES 122**
 NO 88

Dated at Burlington, Kansas, this 20th day of November 2023.



Sincerely,

Angie Kirchner
Coffey County Election Officer

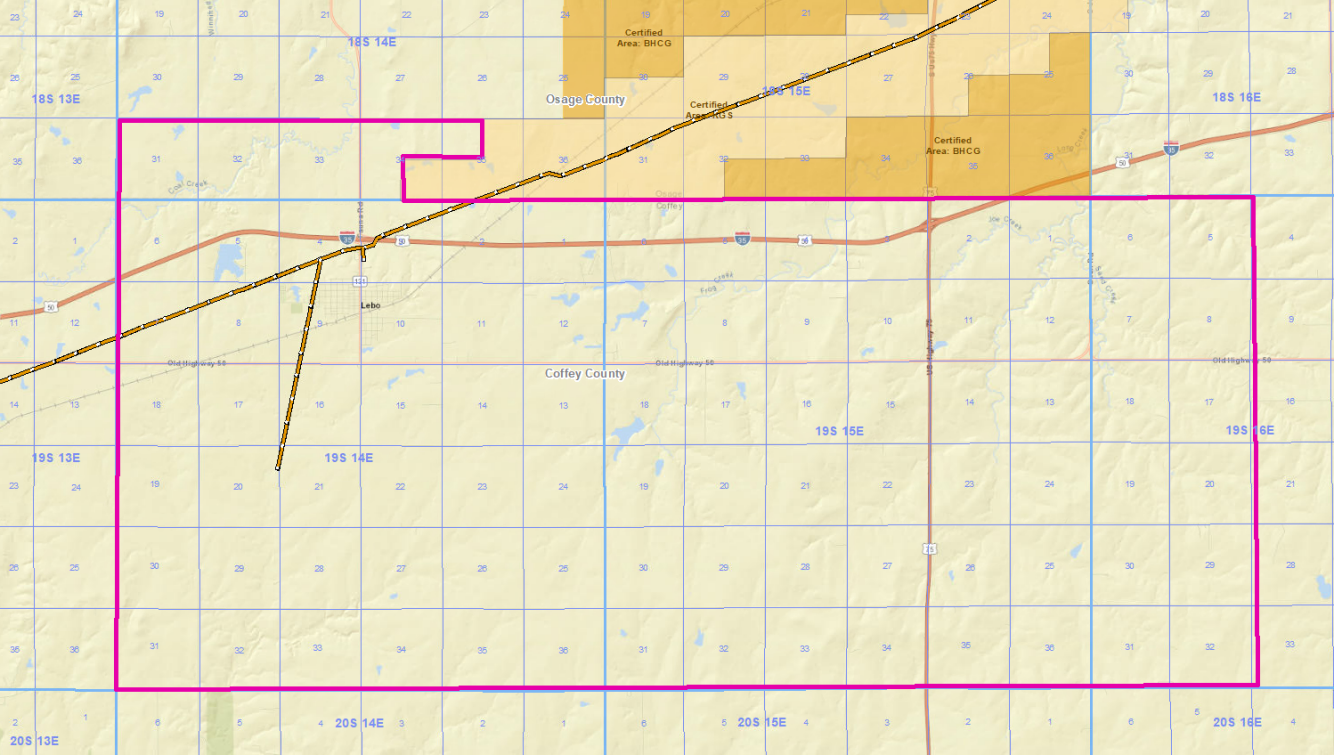
cc: lebocity@mchsi.com

EXHIBIT 3

Exhibit 3

Metes and Bounds Legal Description

1. Coffee County, Kansas
 - a. Sections 1-36, Township 19 South, Range 14 East
 - b. Sections 1-36, Township 19 South, Range 15 East
 - c. Sections 5-8, 17-20, 29-32, Township 19 South, Range 16 East
2. Osage County, Kansas
 - a. Sections 31 - 35, Township 18 South, Range 14 East



18S 14E

Osage County

18S 15E

18S 16E

18S 13E

Coffey County

19S 14E

19S 15E

19S 16E

19S 13E

20S 14E

20S 15E

20S 16E

20S 13E

Certified Area: BHCG

Certified Area: RGS

Certified Area: BHCG

Lebo

Coffey

Old Highway 55

Old Highway 55

Old Highway 55

70

50

70

Coal Creek

Fries Creek

Joe Creek

Little River

EXHIBIT 4

Exhibit 4

LEBO

Month	Usage MCF	Gas Cost \$/MCF	City Fee \$/MCF	Total \$/MCF*	Total Bill
Jan-23	12.13	9.34	5.89	15.23	\$ 185
Feb-23	11.00	10.75	5.89	16.64	\$ 183
Mar-23	8.16	7.43	5.89	13.32	\$ 109
Apr-23	4.30	4.98	5.89	10.87	\$ 47
May-23	1.70	6.44	5.89	12.33	\$ 21
Jun-23	0.85	6.76	5.89	12.65	\$ 13
Jul-23	0.61	6.83	5.89	12.72	\$ 13
Aug-23	0.57	7.00	5.89	12.89	\$ 13
Sep-23	0.62	7.05	5.89	12.94	\$ 13
Oct-23	1.00	6.78	5.89	12.67	\$ 13
Nov-23	3.63	7.34	5.89	13.23	\$ 48
Dec-23	8.23	7.05	5.89	12.94	\$ 107
Jan-24	12.56	6.78	7.14	13.92	\$ 175
Feb-24	10.66	7.14	7.14	14.28	\$ 152
Mar-24	4.58	6.59	7.14	13.73	\$ 63
Apr-24	3.63	6.76	7.14	13.90	\$ 51
2023 Total	52.80	87.75	70.68	158.43	762.63
2024 YTD	31.43	27.27	28.56	55.83	440.44
Prior 12 Mo. Total	48.64	82.52	75.68	158.20	679.89

*The Total \$/MCF price is charged up to the first unit, whether the customer uses it or not.

KANSAS GAS SERVICE rates over the same time period

Month	Usage MCF	Monthly Customer Charge		Tax Reform Credit	Volumetric Delivery Charge	Volumetric COG Rate	Volumetric Hedge Factor	Winter Storm Securitization	Volumetric WNA Rate	Volumetric Valorem Rate	Total			Increase (Decrease) to Total Bills
		\$/Month	GSR Charge								Rate	Monthly Charge	Total Bill	
Jan-23	12.13	\$ 18.18	\$ 2.77	\$	\$ 2.34850	9.2490	-	-	\$ 0.1890	\$ 0.1742	\$ 11.96	\$ 20.95	\$ 166.09	(\$19)
Feb-23	11.00	\$ 18.18	\$ 2.77	\$	\$ 2.34850	8.7069	-	-	\$ 0.1890	\$ 0.1742	\$ 11.42	\$ 20.95	\$ 146.50	(\$36)
Mar-23	8.16	\$ 18.18	\$ 2.77	\$	\$ 2.34850	8.1014	-	-	\$ 0.1890	\$ 0.1742	\$ 10.81	\$ 20.95	\$ 109.13	\$1
Apr-23	4.30	\$ 18.18	\$ 2.77	\$	\$ 2.34850	8.4645	1.62680	-	\$ 0.1890	\$ 0.1742	\$ 12.80	\$ 20.95	\$ 76.05	\$29
May-23	1.70	\$ 18.18	\$ 2.77	\$	\$ 2.34850	8.4888	-	-	\$ 0.1890	\$ 0.1742	\$ 11.20	\$ 20.95	\$ 40.02	\$19
Jun-23	0.85	\$ 18.18	\$ 2.77	\$	\$ 2.34850	8.2315	-	-	\$ 0.1063	\$ 0.1742	\$ 10.86	\$ 20.95	\$ 30.13	\$17
Jul-23	0.61	\$ 18.18	\$ 2.77	\$	\$ 2.34850	7.1978	-	-	\$ 0.1063	\$ 0.1742	\$ 9.83	\$ 20.95	\$ 26.94	\$14
Aug-23	0.57	\$ 18.18	\$ 2.77	\$	\$ 2.34850	5.4476	-	-	\$ 0.1063	\$ 0.1742	\$ 8.08	\$ 20.95	\$ 25.55	\$13
Sep-23	0.62	\$ 18.18	\$ 2.77	\$	\$ 2.34850	5.5515	-	-	\$ 0.1063	\$ 0.1742	\$ 8.18	\$ 20.95	\$ 26.02	\$13
Oct-23	1.00	\$ 18.18	\$ 2.77	\$	\$ 2.34850	5.3601	-	-	\$ 0.1063	\$ 0.1742	\$ 7.99	\$ 20.95	\$ 28.93	\$16
Nov-23	3.63	\$ 18.18	\$ 2.77	\$	\$ 2.34850	5.3106	-	-	\$ 0.1063	\$ 0.1742	\$ 7.94	\$ 20.95	\$ 49.80	\$2
Dec-23	8.23	\$ 18.18	\$ 3.57	\$	\$ 2.34850	5.1249	-	-	\$ 0.1063	\$ 0.1742	\$ 7.75	\$ 21.75	\$ 85.57	(\$21)
Jan-24	12.56	\$ 18.18	\$ 3.57	\$	\$ 2.34850	4.8544	-	-	\$ 0.1063	\$ 0.1896	\$ 7.50	\$ 21.75	\$ 115.92	(\$59)
Feb-24	10.66	\$ 18.18	\$ 3.57	\$	\$ 2.34850	4.5921	-	-	\$ 0.1063	\$ 0.1896	\$ 7.24	\$ 21.75	\$ 98.91	(\$53)
Mar-24	4.58	\$ 18.18	\$ 3.57	\$	\$ 2.34850	4.6432	-	-	\$ 0.1063	\$ 0.1896	\$ 7.29	\$ 21.75	\$ 55.11	(\$8)
Apr-24	3.63	\$ 18.18	\$ 3.57	\$	\$ 2.34850	4.5926	-	-	\$ 0.1063	\$ 0.1896	\$ 7.24	\$ 21.75	\$ 48.06	(\$2)
2023 Total	52.80										\$ 119	\$ 252	\$ 811	\$ 48
2024 YTD	31.43										\$ 29	\$ 87	\$ 318	\$ (122)
Prior 12 Mo. Total	48.64										\$ 101	\$ 255	\$ 631	\$ (49)

EXHIBIT 5

[late-filed]