

OFFICIAL
EXHIBITS

IURC
PETITIONER'S
EXHIBIT NO. 4
4-27-21 AT
DATE REPORTER

Risse Testimony

Exhibit A – Asset Purchase Agreement

IURC Cause No. 45473

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made and entered into this day of DECEMBER 21, 2020 (the "Effective Date") by and between Ohio Valley Gas Corporation, an Indiana Public Utility Corporation ("Buyer"), and the town of Grandview, an Indiana political subdivision ("Seller") (Buyer and Seller may be individually referred to as a "party" or jointly as the "parties").

RECITALS:

- A. Seller owns and operates a gas system which provides natural gas to customers located within its service area, as such area is graphically depicted on Exhibit A attached hereto and incorporated herein (the "Service Area") (collectively referred to as the "Business").
- B. Buyer desires to acquire and Seller desires to sell all of the Assets of Seller relating to the Business pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein and in exchange for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE 1

Definitions and Related Matters

For purposes of this Agreement and all documents executed in connection with this Agreement, the capitalized terms not otherwise defined herein shall have the meanings assigned to them herein or in Schedule 1 and the rules of construction set forth in Schedule 1 shall govern.

ARTICLE 2

Purchase and Sale of Assets; Closing

2.1 Transfer and Description of Assets Subject to and upon all other terms and conditions of this Agreement, on the Closing Date (as defined in Section 2.5 hereof), Seller shall sell, convey, transfer, assign and deliver to Buyer free and clear of all Encumbrances, and Buyer shall acquire from Seller, all of Seller's right, title and interest in and to all of Seller's Assets, other than the Excluded Assets (as defined in Section 2.3 hereof), regardless of where located, which are, could be, or in the future would be part of the production, transmission and distribution system utilized to provide gas service to Seller's gas customers, including but not limited to the following:

- (a) all Real Property including any easements, rights-of-way or rights granted to Seller in furtherance of the operation of the Business described in Schedule 3.4
- (b) all Tangible Personal Property and equipment of Seller including but not limited to that certain Tangible Personal Property and equipment of Seller set forth in Schedule 2.1(b);
- (c) all data and Records related to Seller's operation of the Business, including, but not

limited to, copies of all pipeline records and annual reports, leak surveys, documentation of services provided by contractors, mapping, work orders, the customer list which shall include the service and billing address of all customers of Seller and, subject to applicable Law, set forth in Schedule 2.1(c);

- (d) all Permits and all pending applications therefor, renewals thereof or exemptions therefrom which are necessary in the operation of the Business as currently conducted as of the Effective Date and as of the Closing Date, including but not limited to those listed in Schedule 3.8 and that certain ordinance of Seller, a copy of which is attached hereto as Exhibit B (the "Ordinance");
- (e) all the intangible rights and property of Seller utilized by Seller in the operation of the Business.
- (f) all inventory of Seller.
- (g) all personnel Records and other Records of Seller; and
- (h) all telephone numbers, facsimile numbers and email addresses of Seller. Seller covenants and agrees that Seller shall provide a link on Seller's web site to Buyer's web site.

All the foregoing shall be hereinafter referred to collectively as the "Assets".

2.2 Excluded Assets Notwithstanding anything to the contrary contained in Section 2.1 or elsewhere in this Agreement, the following Assets of Seller are not part of the sale and purchase contemplated hereunder, are excluded from the Assets, and shall remain the property of Seller after the Closing except as otherwise provided for herein:

- (a) all insurance policies and rights thereunder.
- (b) a copy of all personnel Records and other Records that Seller is required by Law to retain in its possession that are provided to Buyer as set forth in Section 2.1(c) hereof.
- (c) all office furniture and equipment, including computers, used in the operation of the Business.
- (d) all rights in connection with and assets of the employee benefit plans and employment or independent contractor Contracts.
- (e) all rights of Seller under the Transaction Documents.
- (f) cash, cash equivalents and short-term investments; and
- (g) accounts receivable arising prior to the Closing Date.

All the foregoing shall be hereinafter referred to collectively as the "Excluded Assets".

2.3 Consideration and Allocation The consideration for the Assets (the "Purchase Price") shall be

Six Hundred Twenty Thousand and No/100 Dollars (\$620,000.00) payable by wire transfer or immediately available funds at Closing.

The Assets shall be in substantially the same condition, absent normal wear, and tear, and fully able to perform the functions they are intended to at the time of Closing. If any of the Assets are not able to perform the function they are intended to, Buyer, at its option, may request an adjustment to the Purchase Price to compensate for the deterioration or loss of said Asset. In the event the parties are not able to agree to the amount of the adjustment, the adjustment amount shall be the amount necessary to return the Asset to the condition it was in on the Effective Date.

Each of the parties shall complete and attach an Internal Revenue Service Form 8594 to such party's Federal income tax return for the year in which the Closing Date occurs, and timely file such return with the Internal Revenue Service. Subject to adjustment as provided in this Agreement, such Form 8594 shall reflect the following allocation of the Purchase Price:

Equipment, vehicles, and other fixed assets of Seller	\$620,000
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2.4 Non-Assumption of Liabilities.

- (a) Except for the liabilities of Seller assumed by Buyer as set forth in Paragraphs 2.4(b), 2.4(c), and 2.4(d) hereof, Buyer has not agreed and does not agree to assume any liabilities of Seller to Buyer free and clear of all liens, Liabilities, Encumbrances and interests of any kind or nature. Without limiting the generality of the foregoing, Seller shall remain solely responsible for, and Buyer shall neither assume nor be responsible for, all trade debt, rental or lease obligations, tax obligations (including, but not limited to, Federal, state and local income taxes and withholding), personal property taxes on the Assets, utility bills (including gas, electric, water, sewer, cable, internet and telephone bills), payroll and payroll taxes, existing or unknown worker's compensation claims, employment discrimination claims, unfair labor practices claims, advertising expenses, product liability claims, or any other debts, liabilities, accounts payable, taxes or obligations of any character or description, whether accrued, contingent or otherwise, that arise out of the ownership of the Assets and/or the operation of the Business prior to or on the Closing Date, all of which Seller agrees shall be paid in full by Seller either prior to the Closing Date or as soon as reasonably possible thereafter.

To the extent that the amount of any such liabilities cannot be calculated through the Closing Date on or before the Closing Date, Buyer and Seller agree to take such action after the Closing Date as is necessary to cause such items to be prorated and paid accordingly. All personal property taxes accrued but not yet due and payable as of the Closing Date shall be prorated between Seller and Buyer through the Closing Date, with Seller responsible for all such taxes through the Closing Date and Buyer responsible for all such taxes beginning on the day after the Closing Date. Seller represents and warrants that it will have paid all personal property taxes for 2020 (payable in 2021) prior to the Closing Date (if any). When the personal property tax bill for 2021 (payable in 2022) arrives, Buyer and Seller each agrees to pay the portion of taxes owed by it within ten (10) days after request of the other party.

- (b) Buyer shall assume the obligations of Seller pursuant to those Contracts listed in Schedule 2.4(b) attached hereto and made a part hereof (the "Assumed Contracts").

- (c) Buyer shall be liable for payment of all operating expenses of the Business after the Closing Date, including but not limited to trade debt, rental or lease obligations, tax obligations (including, but not limited to, Federal and state income taxes and withholding), personal property taxes on the Assets (if any), utility bills (including gas, electric, water, sewer, cable, internet and telephone bills), payroll and payroll taxes, worker's compensation claims, employment discrimination claims, unfair labor practices claims, advertising expenses, product liability claims, or any other debts, liabilities, accounts payable, taxes or obligations of any character or description, whether accrued, contingent or otherwise, that arise out of the ownership of the Assets and/or operation of the Business after the Closing Date.
- (d) Prepayments. Seller shall, prior to Closing, return any and all prepaid natural gas or service payments made by customers of Seller to said customers so that, after Closing, no customer of Seller shall have any credit for products or services.
- (e) Work In Process. If prior to or on the Closing Date (i) any customer of Seller has made any payment to Seller for any materials or services to be delivered or provided after the Closing Date, or (ii) Seller has partially completed the delivery of any materials or provision of any services to any customer of Seller without having been paid in full for such materials or services, then Buyer agrees to complete the delivery or provision of such materials or services after the Closing Date (collectively "Work in Process"). Such Work in Process shall be listed in Schedule 2.4(e) attached hereto.

2.5 Closing. The purchase and sale provided for in this Agreement will take place at such date and at such location (the "Closing Date") as agreed to by Buyer and Seller but in no event later than forty-five (45) days after the Indiana Utility Regulatory Commission (the "IURC") issues an Order approving the Contemplated Transaction (the "Closing"). Buyer and Seller agree to take all actions reasonably required to obtain approval by the IURC of the Contemplated Transaction.

2.6 Closing Obligations

- (a) At or prior to Closing, Seller shall deliver to Buyer the following documents, duly executed:
 - (i) a Bill of Sale for all the Assets that are Tangible Personal Property in a form reasonably acceptable to Buyer.
 - (ii) an assignment of all the Assets that are intangible personal property in a form reasonably acceptable to Buyer.
 - (iii) for each interest in Real Property identified on Schedule 3.4, a recordable warranty deed or such other appropriate document or instrument of transfer or approval, as the case may require, each in form and substance satisfactory to Buyer and its legal counsel.

Notwithstanding the fact that the same may not be listed on Schedule 3.4, Seller shall provide easements or other transferable property rights to Buyer for all Facilities used in the Business, which are not located on or in public rights-of-way, and shall provide assignments of public rights-of-way Permits, with only those

conditions acceptable to Buyer, for all Facilities located in municipal, county or state owned public rights-of-way and for the use of any and all rights-of-way owned and/or controlled by Seller to allow Buyer to operate the Business as reasonably determined by Buyer;

- (iv) such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may be reasonably requested by Buyer, each in form and substance satisfactory to Buyer.
 - (v) true copies of the duly adopted resolutions of authorized representatives of Seller authorizing the execution of this Agreement and the sale of all Assets, and acceptance of Seller's approval of the sale of the Assets, such approval having been conducted in accordance with the Indiana code as applicable to Seller and including the incumbency, signatures and authority of authorized representatives of Seller executing this Agreement or any agreement contemplated hereby on behalf of Seller; and
 - (vi) such other documents as may be necessary to complete the transaction contemplated by this Agreement.
- (b) At or prior to Closing, Buyer shall deliver to Seller the following documents duly executed, or funds:
- (i) the Purchase Price (subject to Section 7.1 hereof) by wire transfer or other immediately available funds.
 - (ii) true copies of the duly adopted resolutions of Buyer's board of directors authorizing the execution of this Agreement and the purchase of the Assets, including the incumbency, signatures and authority of the officer or officers of Buyer executing this Agreement or any agreement contemplated hereby on behalf of Buyer;
 - (iii) such other documents as may be necessary to complete the transaction contemplated by this Agreement.

ARTICLE 3

Representations and Warranties of Seller

Seller hereby makes the following representations and warranties to Buyer as of the Effective Date and as of the Closing Date:

3.1 Organization. Seller is a political subdivision of the State of Indiana, with full power and authority to conduct the Business as it is now being conducted, to own and operate its Assets, and to sell the Assets and enter into this Agreement.

3.2 Enforcement; Authority; No Conflict.

- (a) This Agreement constitutes, and the Transaction Documents (when executed and delivered) will constitute, a legal, valid, and binding obligation of Seller, enforceable

against Seller in accordance with its terms. Seller has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder, and such action has been duly authorized by all necessary action by authorized representatives of Seller.

- (b) Neither the execution and delivery of this Agreement nor the consummation of the Contemplated Transaction will, directly or indirectly (with or without notice or lapse of time):
- (i) contravene, conflict with or result in a violation of: (A) any provision of the Indiana code applicable to Seller or (B) any resolution adopted by Seller.
 - (ii) contravene, conflict with or result in a violation of or give any Governmental Authority or other Person the right to challenge the Contemplated Transaction or to exercise any remedy or obtain any relief under any Laws or any Order to which Seller or any of the Assets may be subject;
 - (iii) contravene, conflict with or result in a violation of any of the terms or requirements of or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate or modify any Permit or other authorization by a Governmental Authority that is held by Seller or that otherwise relates to the Business or any of the Assets;
 - (iv) contravene, conflict with or result in a violation or breach of any provision of, require the Consent of any Person, or give any Person the right to declare a default or exercise any remedy under or to accelerate the maturity or performance of or to cancel, terminate or modify any Contract, indenture, mortgage, note, lease or other instrument or document of which Seller is a party or by which any of the Assets are bound; or
 - (v) result in the imposition or creation of any Encumbrance upon or with respect to any of the Assets, except as contemplated by this Agreement.

3.3 Assets. Seller has good and marketable title to all the Assets. The Assets are free and clear of any and all Encumbrances whatsoever, including any liens, loans or grants from any federal or state agency for the purchase or construction of the Assets. None of the Assets are leased or on loan by Seller to any third party. The Assets constitute all property necessary for the operation of the Business in the manner Seller currently operates.

3.4 Real Property; Easements. Seller has good and marketable title to, or a valid and binding leasehold interest in, those parcels and tracts of land and those leases, licenses, easements, or rights-of-way used in the operation of the Business, together with all fixtures, fittings, buildings, structures, and other improvements erected therein or thereon and all appurtenances thereto (the "Real Property"). The Real Property listed in Schedule 3.4 is all the Real Property used in the operation of the Business. All utility Facilities utilized in the Business are located on property owned by Seller of which Seller shall provide any and all consents or other authorization to fully utilize and obtain access to for the purpose of the operation of the Business or, subject to an easement that will be assigned to Buyer on or before the Closing Date and subject to all valid

Permits including but not limited to access to the town border station as depicted in Schedule 3.4 located within a parcel owned by Midwestern Gas Transmission Company to perform routine maintenance on equipment which, after the Closing Date, shall be owned by Buyer but shall be located on property owned by Midwestern Gas Transmission Company. Seller hereby affirms that Seller has provided Buyer with the location of all underground infrastructure utilized in the Business with such specificity so as to allow a reasonable person to locate such infrastructure without any undue burden.

3.5 Tangible Personal Property. Tangible Personal Property is all such property as defined in Schedule 1, Definition of Tangible Personal Property and shall include but not be limited to the structures at the town border station as referenced in Section 3.4 hereof.

3.6 Contracts. Set forth on Schedule 3.6 is a complete and correct list of all Contracts related to the Business to which Seller is a party, and all of such Contracts are assignable to Buyer without the consent of the other parties thereto or, if consent is required, such consent shall be obtained by Seller prior to the Closing Date. Seller has delivered or caused to be delivered to Buyer correct and complete copies of each Contract (including all amendments thereto), a description of the terms of each Contract which is not in writing, and all documents affecting the rights or obligations of any party thereto. The Contracts have not been modified or amended except as disclosed on Schedule 3.6. Each Contract is valid and enforceable against Seller and such other party thereto in accordance with its terms and is in full force and effect, and each Contract constitutes a legal, valid and binding obligation of the other parties thereto, enforceable against them in accordance with its terms. No default and no event which, with the giving of notice, lapse of time, or both, would be a default has occurred under any Contract by any party thereto. There are no setoffs, counterclaims or disputes existing or asserted with respect to such Contracts, and Seller has not made any agreement with any other party thereto for any deduction from or increase to any amount payable thereunder. There are no renegotiations of, attempts to renegotiate or outstanding rights to renegotiate any material amounts paid or payable to Seller under current or completed Contracts relating to the Business entered into by Seller with any Person having the contractual or statutory right to demand or require such renegotiation and no such Person has made written demand for such renegotiation. Each Contract entered into by Seller has been entered into by Seller in the ordinary course of business of Seller and has been entered into by Seller without the commission of any act alone or in concert with any other Person, or any consideration having been paid or promised, that is or would be in violation of any legal requirement. There are no facts, events, or occurrences which in any way impair the validity or enforcement of any Contract or tend to reduce or increase the amounts payable thereunder. Neither Seller nor any other party to any Contract has, directly, or indirectly, by operation of Law or otherwise, transferred or assigned all or any part of its right, title, or interest in and to any Contract to any other Person. There are no Proceedings pending nor threatened against any party to any of the Contracts which relate to the subject matter of the Contracts.

3.7 Environmental Matters.

- (a) Except as set forth on Schedule 3.7(a), Seller is and always has been in full compliance with and has not been and is not in violation of or liable under any applicable Environmental Law. Seller has no basis to expect nor has it received any actual or threatened Order, notice or other communication from any Governmental Authority or private citizen acting in the public interest of any actual or potential violation or failure to comply with any Environmental Law or of any actual or threatened obligation to undertake

or bear the cost of any Environmental, Health and Safety Liabilities with respect to the Assets or any other properties (whether real, personal or mixed) in which Seller has or has had an interest or with respect to the Real Property or any other real property at or to which Hazardous Materials were generated, manufactured, refined, transferred, imported, used or processed by Seller or any other Person for whose conduct it is or may be held responsible, or from which Hazardous Materials have been transported, treated, stored, handled, transferred, disposed, recycled or received.

- (b) There is no pending or threatened claims, Encumbrances or other restrictions of any nature, resulting from any Environmental, Health and Safety Liabilities or arising under or pursuant to any Environmental Law with respect to or affecting the Assets or any other properties (whether real, personal, or mixed) in which Seller has or had an interest including but not limited to the Real Property.
- (c) Neither Seller nor any other Person for whose conduct it is or may be held to be responsible has received any citation, directive, inquiry, notice, Order, summons, warning or other communication that relates to Hazardous Activity, Hazardous Materials or any alleged, actual or potential violation or failure to comply with any Environmental Law or of any alleged, actual or potential obligation to undertake or bear the cost of any Environmental, Health and Safety Liabilities with respect to the Assets or any other properties (whether real, personal or mixed) in which Seller has or has had an interest including but not limited to the Real Property or with respect to any other real property to which Hazardous Materials generated, manufactured, refined, transferred, imported, used or processed by Seller or any other Person for whose conduct it is or may be held responsible, have been transported, treated, stored, handled, transferred, disposed, recycled, or received.
- (d) Neither Seller nor any other Person for whose conduct it is or may be held to be responsible has any Environmental, Health and Safety Liabilities with respect to the Assets or any other properties (whether real, personal or mixed) in which Seller (or any predecessor) has or has had an interest including but not limited to the Real Property or at any property geologically or hydrologically adjoining the Assets or any other properties (whether real, personal or mixed).
- (e) There are no Hazardous Materials present on or in the Environment at the Real Property or at any geologically or hydrologically adjoining property, including any Hazardous Materials contained in barrels, above or underground storage tanks, landfills, land deposits, dumps, equipment (whether moveable or fixed) or other containers, either temporary or permanent and deposited or located in land, water, sumps or any other part of the Real Property or such adjoining property or incorporated into any structure therein or thereon. Neither Seller nor any other Person for whose conduct it is or may be held to be responsible has permitted or conducted, or is aware of, any Hazardous Activity conducted with respect to the Assets or any other properties (whether real, personal or mixed) in which Seller has or has had an interest including but not limited to the Real Property, except in material compliance with all applicable Environmental Laws.
- (f) There has been no Release or threat of Release, of any Hazardous Materials at or from the Assets or any other properties (whether real, personal or mixed) in which Seller has or has had an interest including but not limited to the Real Property, or any geologically or

hydrologically adjoining property, whether by Seller or any other Person.

- (g) Seller has delivered to Buyer true and complete copies and results of any reports, studies, analyses, tests, or monitoring possessed or initiated by Seller pertaining to Hazardous Materials or Hazardous Activities in, on or under the Real Property, or concerning compliance by Seller or any other Person for whose conduct it is or may be held to be responsible, with Environmental Laws, said reports, studies, analysis, tests or monitoring to include without limitation, any and all Phase I and/or Phase II environmental reports now or hereafter in the possession or control of Seller.

3.8 Permits. Set forth on Schedule 3.8 is a complete and correct list of all Permits used by Seller in the operation of the Business. Such Permits and the Ordinance constitute all Permits and other approvals necessary for the operation of the Business and all such Permits and the Ordinance are valid and subsisting and in full force and effect. All Permits are assignable to Buyer. There exists no fact or circumstance which is reasonably likely to cause any Permit or the Ordinance to be revoked or materially altered after the Closing Date.

3.9 Insurance. Seller maintains and has maintained appropriate insurance necessary for the full protection of all its Assets, Business, operations, products, and services. All such policies are in full force and effect and Seller will use commercially reasonable efforts to cause such policies to be outstanding and in full force and effect on the Closing Date and the premiums therefor have been paid in full as they become due and payable. There are no pending Proceedings arising out of, based upon or with respect to any of such policies of insurance and no insurance provider is in default with respect to such insurance policies. Seller is not in default with respect to any provision of any insurance policy relating to the Business or the Assets, and Seller has not failed to give any notice or do anything which could result in a lapse of coverage under any such policy or which would prevent recovery in full under any of such policies.

3.10 No Material Adverse Change. Between the Effective Date and the Closing Date, there have been no material adverse changes in the Business or Assets nor has there been any material adverse change in the relationships Seller maintains with its customers, employees and Governmental Authorities nor are there any events, transactions or other facts which exist or have occurred and which are likely to have an adverse effect on the foregoing. To Seller's knowledge, (i) there are no events, conditions, circumstances or prospective developments which will or threaten to have a material adverse effect on the Business or the Assets, or (ii) there are no events, conditions, circumstances or prospective developments which will or threaten to have a material adverse effect on the ability of Seller to transfer the Business or the Assets to Buyer.

3.11 Conduct of Business in Ordinary Course. Between the Effective Date and the Closing Date, Seller has operated the Business only in the ordinary course of business. Without limitation of the foregoing, since such date, Seller has not entered into, amended, terminated, or received notice of termination of any Contract or Permit. Prior to the Closing Date, Seller has and will have conducted the Business in the usual and ordinary course and has and will have continued to pay all vendors and suppliers on a regular basis except as disclosed to Buyer, has and will have kept available the services of its current employees and independent contractors, has not and will not change the rate of compensation payable to any employee, has not and will not transfer any Asset or enter into any Contract with any third party except in the ordinary course of business and consistent with past practice, and has and will use reasonable efforts to maintain the goodwill enjoyed by Seller and the Business with its customers, vendors, suppliers, employees and

independent contractors.

- 3.12 Proceedings.** There are no Proceedings pending or threatened against Seller or directly affecting any of the Assets or the Business by or on account of any Person or before any Governmental Authority and there is no valid basis for any such Proceeding. Seller has not been charged with, nor is it under investigation with respect to any charge which has not been resolved to its favor concerning any violation of any applicable Law with respect to any of the Assets or the Business and there is no valid basis for any such charge or investigation. No judgment, Order, writ, injunction, decree, assessment, or other command of any Governmental Authority affecting Seller or any of the Assets or the Business has been entered which is presently in effect. There is no Proceeding pending or threatened which may materially or adversely impact the Business or Assets or that challenges the validity of this Agreement or the Contemplated Transaction or otherwise seeks to prevent, directly or indirectly, the consummation of the Contemplated Transaction, nor is there any valid basis for any such Proceeding.
- 3.13 Compliance with Laws.** Seller follows all Laws applicable to the Assets and the operation of the Business and has not committed any violation of any Law applicable to the Assets and/or operation of the Business. Seller has not received any notice or other communication (whether oral or written) from any Governmental Authority or any other Person regarding (i) any actual, alleged, possible or potential violation of, or failure to comply with, any Law or (ii) any actual, alleged, possible or potential obligation on the part of Seller to undertake, or to bear all or any portion of the cost of, any remedial action of any nature. The Assets, in their current condition, are capable of complying with all Laws.
- 3.14 Material Omissions.** Independent of and in addition to the foregoing representations and warranties contained in this Article 3, neither this Agreement nor any written statement, list, certificate, or other information furnished by or on behalf of Seller in response to specific written requests made by Buyer or Buyer's representatives or attorneys contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.
- 3.15 Liabilities.** Seller has no liabilities or obligations, either accrued, absolute, contingent or otherwise, except as disclosed in this Agreement.
- 3.16 Taxes and Filings.** Seller has filed all necessary Federal, state and local tax returns and has fully paid all Federal, state and local taxes of every kind and description that are due and payable by Seller with respect to the Business and the Assets, including, without limitation, all payroll and property taxes (if any). No tax lien has attached or will attach to the Assets. In the event a tax lien attaches to the Assets as a result of the failure by Seller to pay any Federal, state, or local tax of Seller, Seller agrees to take whatever measures are necessary to release or bond over the lien within thirty (30) days of notice of such lien attaching.
- 3.17 Financial Statements.** All financial statements of the Business and any other information made available by Seller or its representatives to Buyer in connection with this transaction, (i) were prepared in accordance with Seller's historical accounting principles applied on a consistent basis throughout the periods covered thereby, (ii) present fairly the financial position, results of operations and changes in financial position of Seller and the Business as of such dates and for the periods then ended, (iii) are complete and correct and in accordance with the books of account and records of Seller and the Business, and (iv) can be reconciled with the financial

statements and the financial records maintained and the accounting methods applied by Seller for federal income tax purposes.

- 3.18 Customer Lists.** The customer list of the Business and other customer information of the Business has not been disclosed to any third party other than to third parties that have signed a confidentiality or similar agreement to keep such information as confidential. Except as provided in Schedule 3.18, no customer of Seller has been delinquent in any payments due Seller in excess of thirty (30) days.
- 3.19 Continuing Obligations.** Except as listed on Schedule 3.19 to this Agreement, Seller is not a party to any written or oral: (i) continuing agreement for the purchase or sale of materials or services by or in connection with the Business including but not limited to the Real Property; (ii) lease or license of real or personal property used or otherwise relating to the Business; (iii) agreement for the purchase or sale of equipment or machinery by or in connection with the Business; (iv) pension or profit sharing plan, retirement plan, bonus agreement or plan, or any similar plan, formal or informal, whether covering one or more employees or former employees of the Business or liable in any manner under any such plan or agreement, including, but not limited to, liabilities under the Employees Retirement Income Security Act of 1974 (ERISA); or (v) any other agreement arising from or in connection with the Business involving payment by or to Seller or performance of which extends beyond the Closing Date. Seller is not in default under any agreement, lease agreement or other instrument to which Seller is a party.
- 3.20 Benefits.** Neither Seller nor any council member, manager, officer, employee, independent contractor or agent (each a "Seller Representative") of Seller has (i) received, directly or indirectly, any rebates, payments, commissions, promotional allowances or any other economic benefit, regardless of its nature or type, from any customer, supplier, governmental employee or other entity or individual with whom Seller has done business directly or indirectly; or (ii) directly or indirectly, given or agreed to give any gift or similar benefit to any customer, supplier, governmental employee or other person or entity who is or may be in a position to help or hinder the business of Seller (or assist Seller in connection with any actual or proposed transaction) which (A) might subject Seller or any Seller Representative to any damage or penalty in any civil, criminal or governmental litigation or proceeding, (B) if not given in the past, might have had an adverse effect on the Assets, the Business or operations of Seller, or (C) if not continued in the future, might adversely affect the Assets, Business or prospects of Seller or which might subject Seller or any Seller Representative to suit or penalty in any private or governmental litigation or proceeding.
- 3.21 Condition of Assets.** Seller has not received any notice or indication of any changes in the condition (financial or otherwise), assets, liabilities, business or operations of Seller that have been, either individually or in the aggregate, or could be materially adverse to the Business, the Assets, or to Buyer.
- 3.22 Schedules and Exhibits.** All Schedules and Exhibits are complete and accurate as of the Effective Date and shall be complete and accurate as of the Closing Date.

The representations and warranties made in this Article 3 by Seller shall survive the Closing.

ARTICLE 4
Representations and Warranties of Buyer

Buyer hereby makes the following representations and warranties to Seller:

- 4.1 Organization.** Buyer is a duly organized and validly existing public utility corporation under the Laws of the State of Indiana and at Closing has the power and authority to own, lease and operate its assets and to conduct its business as it is now being conducted.
- 4.2 Enforcement; Authority; No Conflict.**
- (a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Buyer has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder, and such action has been duly authorized by all necessary action by Buyer's board of directors.
 - (b) Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transaction nor compliance by Buyer with any of the provisions hereof will result in:
 - (i) a violation of or a conflict with any provision of the Organizational Documents of Buyer.
 - (ii) a material breach of or default under any term, condition or provision of any Contract to which Buyer, is a party, or an event which, with the giving of notice, lapse of time, or both, would result in any such breach or default;
 - (iii) a material violation of any applicable Law, Order, judgment, writ, injunction, decree or award or any event which, with the giving of notice, lapse of time, or both, would result in any such violation; or
 - (iv) any Person having the right to enjoin, rescind or otherwise prevent or impede the Contemplated Transaction or to obtain Damages from Seller or to obtain any other judicial or administrative relief.
- 4.3 Proceedings.** There is no Proceeding pending nor, to the knowledge of Buyer, threatened which challenges the validity of this Agreement or the Contemplated Transaction or otherwise seeks to prevent, directly or indirectly, the consummation of such transactions, nor, to the knowledge of Buyer is there a valid basis for any such Proceeding.
- 4.4 Rates; Good Faith Effort.** Buyer will make its best efforts to retain customer rates at such levels as exist as of the Closing Date subject to approval of the IURC and Indiana Office of Utility Consumer Counselor but Seller acknowledges that Buyer cannot guarantee the same levels.

ARTICLE 5
Conditions Precedent to Closing

5.1 Conditions Precedent to the Obligations of Buyer. Buyer's obligations to consummate the Contemplated Transaction are subject to the satisfaction in full, unless expressly waived in writing by Buyer, of each of the following conditions:

- (a) **Representations and Warranties.** Each of the representatives and warranties of Seller contained in Article 3 is true, correct and accurate from the date of this Agreement and as of the Closing Date shall be true, correct and accurate as though restated on and as of such date (except in the case of any representation and warranty that by its terms is made as of a date specified therein, which shall be accurate as of such date). If the representations and warranties made by Seller in this Agreement are not materially true and accurate on the Closing Date, then Buyer may give written notice to Seller of such breach. Seller shall have ten (10) days to cure such breach to the reasonable satisfaction of Buyer and agrees to make a good faith effort to cure such breach. If Seller, after making a good faith effort, is unable to cure such breach to the reasonable satisfaction of Buyer within ten (10) days, then Buyer may terminate this Agreement by giving written notice of termination to Seller; upon such termination, there shall be no further liability on the part of Seller or Buyer hereunder, except that Seller shall be liable for damages to Buyer if Seller has not made a good faith effort to cure a breach of this Section 5.1(a).
- (b) **Covenants.** Seller shall have performed and complied with all covenants required by this Agreement to be performed or complied with by Seller prior to or at the Closing. If Seller shall not have performed and complied with all covenants required by this Agreement to be performed or complied with by Seller, then Buyer may give written notice to Seller of such non-performance or non-compliance. Seller shall have ten (10) days to perform or comply to the reasonable satisfaction of Buyer and agrees to make a good faith effort to perform or comply. If Seller, after making a good faith effort, is unable to perform or comply to the reasonable satisfaction of Buyer within ten (10) days, then Buyer may terminate this Agreement by giving written notice of termination to Seller; upon such termination, there shall be no further liability on the part of Seller or Buyer hereunder, except that Seller shall be liable for damages to Buyer if Seller has not made a good faith effort to perform or comply in accordance with this 5.1(b).
- (c) **Proceedings.** No Order shall be in effect and no Proceeding by any Person shall be threatened or pending before any Governmental Authority, or before any arbitrator, wherein an unfavorable Order would: (i) prevent the consummation of the Contemplated Transaction; (ii) have a likelihood of causing the Contemplated Transaction to be rescinded following consummation; adversely affect the right of Buyer to own any of the Assets; or (iv) adversely affect the Business prospects, value, or condition of any of the Assets or the Business.
- (d) **Approvals and Access.** Buyer shall have received prior to Closing; (i) a final non-appealable Order from the IURC approving the Contemplated Transaction and the transfer of Seller's franchise, works and system thereunder, its proposed accounting and rate base treatment with respect to the Contemplated Transaction; (ii) all other regulatory approvals required by any Governmental Authority to operate the Business within the Service Area in accordance with all of the terms and conditions contained in this

Agreement; and (iii) all rights and access to the Real Property for all purposes in connection with the operation of the Business.

- (e) **Closing Deliveries.** Seller shall have delivered to Buyer the Closing requirements set forth in Section 2.6(a).
- (f) **Due Diligence.** The completion by Buyer of a satisfactory due diligence review with respect to, among other matters, the Business and its operations, the Assets, the financial records of the Business; sales records; customer contracts; collection records and collection history; purchasing history of inventory and supplies; tax records; insurance policies; payroll records and employee records and information; and other records relating to the Business. Buyer shall have the right to perform lien and judgment searches on Seller. Buyer's due diligence review will be conducted at Seller's principal place of business after normal business hours through the Closing Date (the "Due Diligence Period"). The full cooperation and furnishing of information and documents by Seller is required. If Buyer is not satisfied, in Buyer's sole and absolute discretion, with Buyer's due diligence investigation of the Business and the Assets, then Buyer will have the right to terminate this Agreement by written notice to Seller at any time prior to the end of the Due Diligence Period. If Buyer so terminates this Agreement, Buyer shall return all documents provided by or for Seller and not retain any copies of any of the same. Additionally, if Buyer so terminates this Agreement after having received Seller's customer list and/or copies of customer contracts, then Buyer agrees not to contact any customers of Seller which have been disclosed by Seller to Buyer or which became known to Buyer during due diligence.
- (g) **Inspections.** The completion by Buyer of a satisfactory physical inspection of the Assets, and a final inspection of the Assets immediately prior to the Closing Date. If Buyer is not satisfied, in Buyer's sole and absolute discretion, with Buyer's inspections, then Buyer shall have the right to terminate this Agreement by written notice to Seller at any time prior to the Closing Date.
- (h) **No Adverse Change.** From and after the Effective Date until the Closing Date, Seller shall have conducted the Business only in the ordinary course of business; used reasonable efforts to keep available the services of the employees and independent contractors of the Business and maintain the Business' goodwill with suppliers, vendors, customers and others having business relationships with Seller and the Business; not incurred any liabilities except in the ordinary course of business without the knowledge of Buyer; conferred with Buyer prior to implementing material operational decisions; made no modification to any material contract or consent, license, registration or Permit issued, granted or otherwise made available by any governmental authority or pursuant to any legal requirement; maintained the Assets in a state of repair and condition that is consistent with the requirements and normal conduct of the Business; and continued in full force and effect all insurance policies insuring the Assets or the Business. There shall have been no change in any of the Assets or the Business, other than changes occurring in the ordinary course of business which, in the aggregate, shall not have had a material adverse effect on the Assets or the Business. If Seller materially breaches this Section 5.1(h), then Buyer may give written notice to Seller of such breach. Seller shall have ten (10) days to cure such breach to the reasonable satisfaction of Buyer and agrees to make a good faith effort to cure such breach. If Seller, after making a good faith effort, is unable

to cure such breach to the reasonable satisfaction of Buyer within ten (10) days, then Buyer may terminate this Agreement by giving written notice of termination to Seller; upon such termination, there shall be no further liability on the part of Seller or Buyer hereunder, except that Seller shall be liable for damages to Buyer if Seller has not made a good faith effort to cure a breach of this Section 5.1(h).

- (i) **Approval.** Buyer shall have obtained approval of the Contemplated Transaction by Buyer's board of directors.
- (j) **Execution.** Except as otherwise agreed by Seller and Buyer, all documents have been executed reasonably necessary or appropriate for Buyer to assume, effective as of the Closing Date, the rights and obligations of Seller under the contracts, agreements and Permits and all rights to any Real Estate, all as set forth in Schedule 2.4, Schedule 3.4, Schedule 3.6, and Schedule 3.8 hereto or, alternatively, Buyer shall have entered into new contracts with the parties to said contracts, obtained its own Permits, or otherwise shall be satisfied with the assumption of all rights required by Buyer to operate the Business.

In the event one or more of the conditions set forth in this Section 5.1 are not satisfied prior to Closing, Buyer, at its option, may terminate this Agreement by written notice to Seller. If Buyer closes on the purchase of the Business, the conditions set forth in this Section 5.1 shall be deemed satisfied.

5.2 Conditions Precedent to Obligations of Seller. Seller's obligation to consummate the Contemplated Transaction is subject to the satisfaction in full, unless expressly waived in writing by Seller, of each of the following conditions:

- (a) **Representations and Warranties.** Each of the representations and warranties of Buyer contained in Article 4 is true, correct and accurate on the date of the Agreement and as of the Closing Date, shall be true, correct and accurate as though restated on and as of such date (except in the case of any representation and warranty that by its terms is made as of a date specified therein, which shall be accurate as of such date); and
- (b) **Closing Deliveries.** Buyer shall have delivered to Seller the Closing requirements set forth in Section 2.6(b).

ARTICLE 6

Covenants and Special Agreements

6.1 Covenants of Seller Prior to Closing. Seller covenants and agrees that during the period from the date hereof until Closing:

- (a) **Non-Solicitation.** Unless and until such time as this Agreement is terminated pursuant to Article 8 or as otherwise provided for in this Agreement, Seller shall not, and will cause each of its employees and agents not to, directly or indirectly: (i) submit, solicit, initiate, encourage or discuss any proposal or offer from any Person relating to any sale of all or any portion of the Assets or a sublease or assignment of any lease or any similar transaction involving Seller and the Business, the Assets, Contracts, Permits or Real Property; (ii) enter into any agreement or commitment related to any such transaction; or

- (iii) furnish any information with respect to or assist or participate in or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing. Seller shall notify Buyer immediately if any Person makes any proposal, offer, inquiry or contact with respect to any of the foregoing.
- (b) **Access.** Between the Effective Date and the Closing Date, and upon reasonable prior notice by Buyer, Seller shall: (i) furnish Buyer and its financial and legal advisors with copies of all such Contracts, books and Records and other existing documents and data as Buyer may reasonably request; (ii) furnish Buyer and its financial and legal advisors with such additional financial, operating and other data and information as Buyer may reasonably request; (iii) permit Buyer or its representatives to conduct such physical inspections and environmental audits of the Real Property, as requested by Buyer; and (iv) permit Buyer or its representatives to conduct interviews of employees, independent contractors and agents of Seller.
- (c) **Ordinary Course.** Seller shall carry on the operation of the Business in the ordinary course of business, consistent with prior practice, not introduce any materially new method of management or operation, and use reasonable efforts to preserve the Business and conserve the goodwill and relationships of Seller's customers, suppliers, Governmental Authorities and others having business relations with Seller. Seller shall not engage in any activity or transaction which is inconsistent with the terms of this Agreement.
- (d) **Liens; Encumbrances.** Seller shall not enter or assume any mortgage, pledge, security agreement or other title retention agreement or permit any Encumbrance to attach to any of the Assets, the Real Property or the Business, whether now owned or hereafter acquired.
- (e) **All Reasonable Efforts.** Seller will use commercially reasonable efforts to satisfy each of the conditions for Closing of Buyer set forth in Section 5.1 above.
- (f) **Further Covenants.**
- (i) **Reports.** Seller shall duly and timely file all reports required to be filed with any Governmental Authority and will promptly pay when due all Taxes, assessments and governmental charges including interest and penalties levied or assessed, unless diligently contested in good faith by appropriate Proceedings.
 - (ii) **Condition of Property.** Consistent with past practice, Seller shall maintain and keep the Assets in substantially the same condition as of the Effective Date, normal wear and tear excepted.
 - (iii) **Insurance.** Seller shall maintain in full force and effect all policies of insurance in effect as of the Effective Date on the Closing Date, but not thereafter.
 - (iv) **No Breach or Default of Contracts.** Seller shall not do any act or omit any act or permit any omission to act which will cause a breach or default by Seller of any Contract or Permit.

- (v) **Supplies.** Seller shall keep supplies at a level sufficient to operate the Business in accordance with past practice.
- (vi) **Contracts.** Seller shall not enter any Contract other than in the ordinary course of business without the prior written consent of Buyer.
- (vii) **Related Person Transactions.** Seller shall not enter any transaction with any related Person.

6.2 Environmental Assessment. Buyer, in its sole discretion and at its sole expense, may conduct a Phase I environmental analysis of any or all the Real Property, and Seller shall cooperate and provide access for same. If a Phase I study detects any actual or possible violation of any Environmental Law, Buyer may, in its sole discretion, terminate this Agreement the effect of which is described in Section 8.2 herein.

6.3 Certain Post-Closing Covenants of Seller. Seller:

- (a) shall pay in a timely manner all Taxes resulting from or payable in connection with the sale of the Assets pursuant to this Agreement, regardless of the Person on whom such Taxes are imposed;
- (b) shall pay, or make adequate provisions for the payment, in full, of all the retained Liabilities and other Liabilities of Seller under this Agreement; and
- (c) hereby agrees to cooperate with Buyer to ensure a proper transition of all customers with respect to billing and customer service activities.

ARTICLE 7

Indemnification

7.1 Indemnification by Seller. Seller shall protect, defend, hold harmless and indemnify Buyer, and its shareholders, officers, directors, employees, agents, successors and assigns, on demand, from, against and in respect of any and all losses, liabilities, deficiencies, penalties, fines, costs, damages and expenses whatsoever (including, without limitation, reasonable professional fees and costs of investigation, litigation, settlement, and judgment and interest) (collectively "Damages") that may be suffered or incurred by any of them arising from or by reason of any breach of warranty or inaccuracy of a representation made by Seller in this Agreement, any breach of any covenant or agreement made by Seller in this Agreement, and the operation of the Business or ownership of the Assets on or prior to the Closing Date.

7.2 Indemnification by Buyer. Buyer shall protect, defend, hold harmless and indemnify Seller and its agents, successors and assigns, on demand, from, against and in respect of any and all losses, liabilities, deficiencies, penalties, fines, costs, damages and expenses whatsoever (including, without limitation, reasonable professional fees and costs of investigation, litigation, settlement, and judgment and interest) that may be suffered or incurred by any of them arising from or by reason of any breach of warranty or inaccuracy of a representation made by Buyer in this Agreement, any material breach of any covenant or agreement made by Buyer in this Agreement, and the operation of the Business or ownership of the Assets after the Closing Date.

ARTICLE 8

Termination

- 8.1 Termination and Abandonment.** This Agreement may be terminated and abandoned at any time prior to the Closing Date:
- (a) by mutual written Consent of Buyer and Seller.
 - (b) by Buyer, if the IURC does not approve the Contemplated Transaction by December 31, 2021; or
 - (c) otherwise in accordance with the terms and conditions of this Agreement.
- 8.2 Effect of Termination.** The right of each party to terminate this Agreement under Section 8.1 is in addition to any other rights such party may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 8.1, all further obligations of the parties under this Agreement will terminate, except that the obligations set forth in Sections 9.9 ("Legal Fees; Costs") and 9.15 (Publicity; Announcements"); and all other covenants and agreements which by their terms continue after the termination of this Agreement will survive; provided, however, that if this Agreement is terminated by a party because of the breach of the Agreement by another party or because one (1) or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired. In addition, if Seller terminates this Agreement other than due to a breach of any obligation of Buyer pursuant to this Agreement Seller, shall be liable for damages to Buyer including but not limited to any and all costs incurred by Buyer in pursuing the Contemplated Transaction.

ARTICLE 9

General Provisions

- 9.1 Amendment and Modification.** No amendment, modification, supplement, termination, Consent or waiver of any section or provision of this Agreement, nor any Consent for departure therefrom, will in any event be effective unless the same is in writing and is signed by the parties. Any waiver of any provision of this Agreement and any Consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.
- 9.2 Assignments.** Seller may not assign or transfer any of its rights or obligations under this Agreement to any other Person without the prior written Consent of Buyer. Buyer may assign its rights and obligations under this Agreement to any Related Person or successor in interest without the Consent of Seller.
- 9.3 Captions.** Captions contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
- 9.4 Counterparts; Electronic Mail.** This Agreement may be executed by the parties on any number

of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted in .pdf format by electronic mail is to be treated as an original document. The signature of any party thereon is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party hereto, the .pdf copy is to be re-executed in original form by the parties who executed the .pdf copy. No party hereto may raise the use of a .pdf copy or the fact that any signature was transmitted through the use of electronic mail as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Section 9.4.

- 9.5 Entire Agreement.** This Agreement, the Schedules and Exhibits hereto, and the other Transaction Documents constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, letters of intent, understandings, negotiations and discussions of the parties hereto, whether oral or written.
- 9.6 Exhibits and Schedules.** All the Exhibits and Schedules attached to this Agreement are deemed incorporated herein by references
- 9.7 Failure or Delay.** Except as otherwise provided by this Agreement, no failure on the part of any party hereto to exercise, and no delay in exercising, any right, power, or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege. No notice to or demand on any party hereto in any case entitles such party to any other or further notice or demand in similar or other circumstances.
- 9.8 Governing Law.** This Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the Laws of the State of Indiana applicable to Contracts made and to be performed wholly within the State off Indiana, without regard to choice or conflict of Laws rules. In the event of any litigation or claim regarding this Agreement, the parties agree that the IURC has jurisdiction to govern all matters involving the Contemplated Transaction and the provision of gas service by Buyer to the residents located within the Service Area or otherwise.
- 9.9 Legal Fees, Costs.** All legal, consulting and advisory fees and other costs and expenses incurred in connection with this Agreement and the Contemplated Transaction are to be paid by the party incurring such costs and expenses; provided, however, in the event litigation is instituted by either party to enforce or remedy a breach of any provision of this Agreement, in addition to any other relief therein awarded, the prevailing party shall be entitled to judgment for reasonable attorney's fees and litigation expenses. The term "prevailing party" shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, mediation, settlement, judgment or otherwise.
- 9.10 Notices.** All notices, Consents, requests, demands and other communications hereunder are to be in writing and are deemed to have been duly given, made, or delivered: (i) when delivered in person, (ii) three (3) days after deposited in the United States mail, first class postage prepaid (iii) in the case of overnight courier services one (1) Business Day after delivery by overnight courier

service with payment provided, or (iv) in-the case of electronic mail, when sent, verification received, in each case addressed as follows:

If to Seller: Town of Grandview
P.O. Box 638
Grandview, Indiana 47615
Attn: Doug Risse, Grandview Town Council President
Email: grandviewct@psci.net

With a copy to: John G. Wetherill
Wetherill Law Office
215 Main Street
Rockport, Indiana 47635
Email: jwetherill@wetherilllaw.net

If to Buyer: Ohio Valley Gas Corporation
111 Energy Park Drive
P.O. Box 469
Winchester, IN 47394
Attn: Scott Williams
Email: scott.williams@ovgas.com

With a copy to: Jeffrey A. Adams
Cohen Garelick & Glazier
8888 Keystone Crossing Blvd., Suite 800
Indianapolis, Indiana 46240
Email: jadams@cgglawfirm.com

or to such other address as any party may designate by notice to the other parties in accordance with the terms of this Section 9.10.

- 9.11 Severability.** Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the Contemplated Transaction to be unreasonable.
- 9.12 Specific Performance and Injunctive Relief.** The parties recognize that if any or all of them fail to perform, observe, or discharge any of their respective obligations under this Agreement, a remedy at Law may not provide adequate relief to the other parties hereto. Therefore, in addition to any other remedy provided for in this Agreement or under applicable Law, any party may demand specific performance of this Agreement, and such party shall be entitled to temporary and permanent injunctive relief, in a court of competent jurisdiction at any time when any of the other parties fail to comply with any of the provisions of this Agreement applicable to such party. To the extent permitted by applicable Law, all parties hereby irrevocably waive any defense based on the adequacy of a remedy at Law which might be asserted as a bar to such party's remedy of specific performance or injunctive relief.

- 9.13 Successors and Assigns.** Subject to Section 9.2, all provisions of this Agreement are binding upon and inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators, or other legal representatives and permitted successors and assigns.
- 9.14 No Third-Party Beneficiary.** This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other Person has any right, benefit, priority, or interest under, or because of the existence of this Agreement.
- 9.15 Publicity; Announcements.** From the Effective Date through and including Closing, no party shall issue, cause or permit the publication by any of their respective Related Persons, agents or representatives, any press release or other public announcement with respect to this Agreement or the Contemplated Transaction except: (i) with the Consent of the other parties (which shall not be unreasonably withheld); or (ii) as required by applicable Law (including, without limitation, any applicable securities Law). Seller shall not, without the prior Consent of Buyer, make any announcements to employees of Seller with respect to the Contemplated Transaction and, at such time as an announcement to the employees is made, Buyer shall be allowed to participate in such announcement.
- 9.16 Cooperation.** Any notices or certifications given under this Agreement or any related agreement shall be given in good faith without any intention to unfairly impede or delay the other party. Buyer and Seller shall cooperate fully with each other and their respective counsel and accountants in connection with any actions required to be taken as part of their respective obligations under this Agreement including, without limitation, actions required to be taken with respect to obtaining any applicable regulatory approval of the Contemplated Transaction. Buyer and Seller shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement. Each party agrees to use all reasonable efforts to consummate the Contemplated Transaction including, without limitation, doing all things reasonably necessary to obtain the requisite regulatory approval.
- 9.17 Casualty.** In the event of a fire or other casualty which damages, destroys or adversely affects the Assets prior to the Closing Date, such casualty shall not terminate this Agreement unless Buyer or Seller so elects by giving written notice to the other party at any time within fifteen (15) days after notice of such casualty and prior to the Closing Date. If Buyer and Seller elect to proceed with Closing, then a mutually agreed upon amount of the proceeds of any insurance policy payable as a result of such casualty shall be paid to Buyer at Closing (or alternatively provided as a credit to Buyer at Closing) or as soon after Closing as received by Seller.
- 9.18 Employees.** Buyer shall have the opportunity, but not the obligation, to hire any of the employees of Seller to work for Buyer at any time after the Closing Date. No employee of Seller will be guaranteed employment by Buyer or, if hired by Buyer, the same or higher levels of compensation or benefits. Seller shall terminate the employment of all employees of Seller on the Closing Date and shall, pay all compensation due to such employees through the Closing Date. Buyer shall not assume payment of any accrued vacation or sick pay, deferred compensation, qualified or non-qualified retirement plan contributions or any other employee benefits or compensation to or for the benefit of any employee of Seller.
- 9.19 Further Assurances.** Each party shall use all reasonable efforts to fulfill each of the conditions

to the Closing to be fulfilled by such party and to otherwise take, or cause to be taken, all actions and do, or cause to be done, all other things necessary, proper or appropriate to consummate the transactions contemplated by this Agreement.

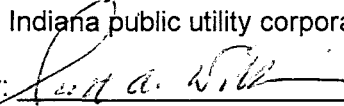
9.20 Negotiated Agreement. This Agreement and the documents to be executed pursuant to this Agreement are the result of negotiations among the parties. Accordingly, no party shall be deemed to be the author of this Agreement or the resulting documents, and there shall be no presumption that this Agreement or any of such documents are to be construed for or against any party on the basis of authorship.

9.21 Remedies. In the event that any party breaches any term or condition of this Agreement, the party alleging such breach shall be entitled, if such party so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages for any breach of this Agreement, to enforce the specific performance hereof or to enjoin the violation of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date

BUYER:

OHIO VALLEY GAS CORPORATION,
an Indiana public utility corporation

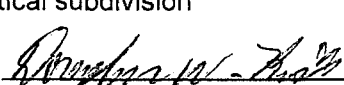
By: 

Printed: SCOTT A. WILLIAMS

Title: EXECUTIVE VICE PRESIDENT
& CEO

SELLER:

THE TOWN OF GRANDVIEW, an Indiana
political subdivision

By: 

Printed: DOUGLAS W. RISSE

Title: Council President

Service Area

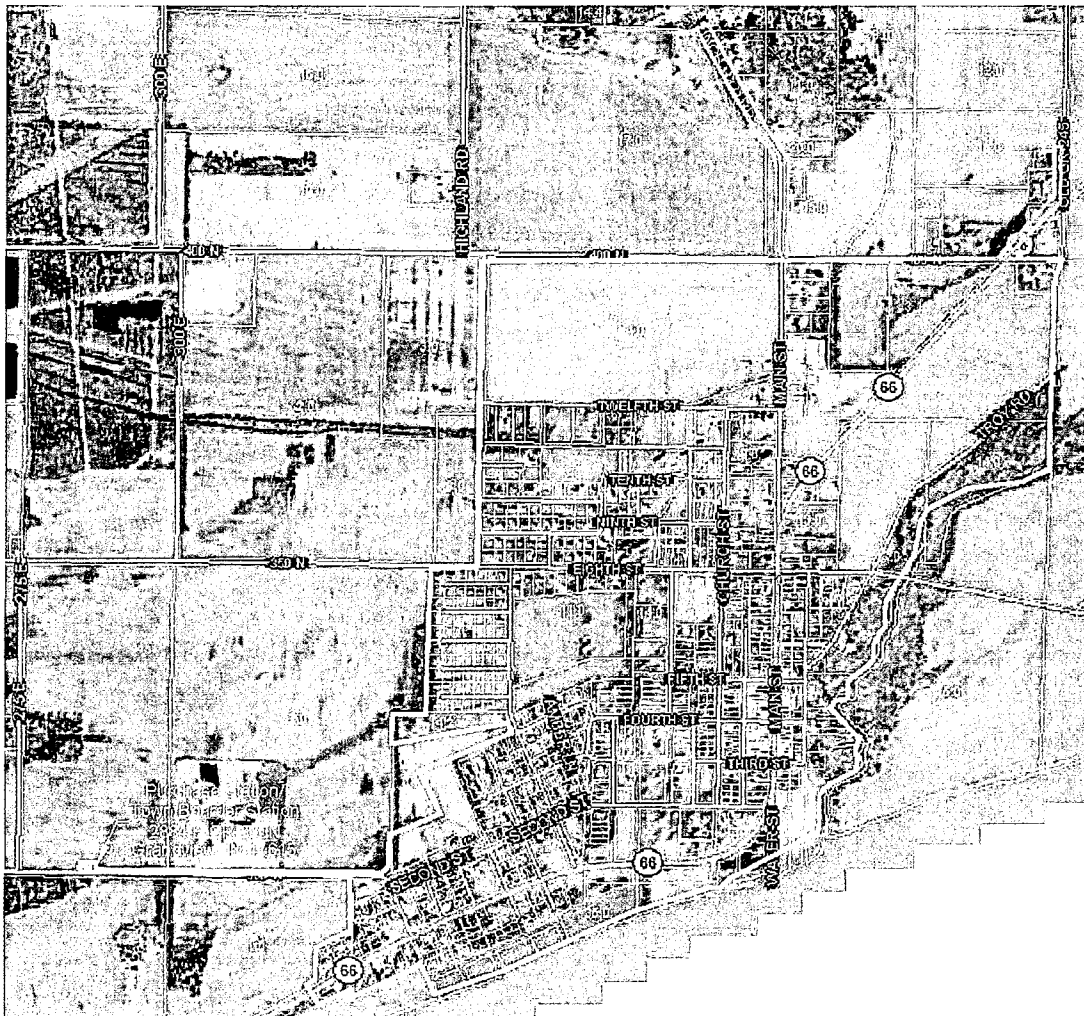


Exhibit B
Ordinance

[See Attached]

ORDINANCE # 2020- 11-19-01

AN ORDINANCE AUTHORIZING OHIO VALLEY GAS CORPORATION TO ACCESS ANY AND ALL RIGHT-OF-WAYS OF THE TOWN OF GRANDVIEW NECESSARY FOR THE PROVIDING OF GAS TO THE TOWN OF GRANDVIEW AND ITS CITIZENS.

WHEREAS, the Town of Grandview is in the process of selling its municipal gas utility to Ohio Valley Gas Corporation.

WHEREAS, The Town desires to ensure Ohio Valley Gas Corporation has full access to any and all town right-of-ways in all areas within the Town's jurisdiction in order for Ohio Valley Gas to provide gas services to the Town.

NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF GRANDVIEW, INDIANA AS FOLLOWS:

SECTION ONE. The Town of Grandview, Indiana hereby provides full and unlimited access to any and all Town right-of-ways within its jurisdiction to Ohio Valley Gas Corporation for all purposes related to the continued providing of gas services to the Town of Grandview and its customers.

SECTION TWO. This ordinance shall be in full force and effect upon passage and publication pursuant to Indiana Code.

DULY ADOPTED BY THE TOWN OF GRANDVIEW, INDIANA, this 19th day
November, 2020.

GRANDVIEW TOWN COUNCIL:

Doug Risse
Doug Risse, President

Jordan Sheets
Jordan Sheets, Vice President

Stacey Schweppe
Stacey Schweppe, Council Member

Angie Fischer
Angie Fischer, Council Member

Dakota Risse
Dakota Risse, Council Member

ATTEST:

Donna Burrows
Donna Burrows, Clerk-Treasurer

Schedule 1

Definitions

"Business Days" means any day other than (i) Saturday or Sunday, or (ii) any other day on which governmental offices in the State of Indiana are permitted or required to be closed.

"Consent" means any approval, consent, ratification, waiver or other authorization.

"Contemplated Transaction" means all of the transactions contemplated by this Agreement and the Transaction Documents.

"Contract" means any agreement, contract, obligation, promise or undertaking (whether written or oral and whether express or implied), whether legally binding.

"Customer Premises" means a dwelling, building, structure or parcel of real estate which is supplied with gas service through a Service Line.

"Encumbrance" means any charge, claim, community property interest, condition, easement, equitable interest, lien, mortgage, option, pledge, security interest, right of first refusal, right of way, servitude or restriction of any kind, including any restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, or any repayment obligation under any grant.

"Environment" means soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins and wetlands), groundwater, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life and any other environmental medium or natural resource.

"Environmental, Health and Safety Liabilities" means any cost, damages, expense, Liability, obligation or other responsibility arising from or under Environmental Law or Occupational Safety and Health Law and consisting of or relating to:

- (a) Any environmental, health or safety matters or conditions (including on-site or off-site contamination, occupational safety and health and regulation of chemical substances or products).
- (b) Fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands and response, investigative, remedial or inspection costs and expenses arising under Environmental Law or Occupational Safety and Health Law.
- (c) Financial responsibility under Environmental Law or Occupational Safety and Health Law for cleanup costs or corrective action, including any investigation, cleanup, removal, containment or other remediation or response actions ("Cleanup") required by applicable Environmental Law or Occupational Safety and Health Law (whether or not such Cleanup has been required or requested by any Governmental Authority or any other Person) and for any natural resource Damages; or
- (d) Any other compliance, corrective, investigative or remedial measures required under Environmental Law or Occupational Safety and Health Law.

The terms "removal," "remedial," and "response action," include the types of activities covered by the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended ("CERCLA").

"Environmental Law" means any Law that requires or relates to:

- (a) Advising appropriate authorities, employees and the public of intended or actual Releases of pollutants or hazardous substances or materials, violations of discharge limits or other prohibitions and of the commencements of activities, such as resource extraction or construction, that could have significant impact on the Environment;
- (b) Preventing or reducing to acceptable levels the Release of pollutants or hazardous substances or materials into the Environment.
- (c) Reducing the quantities, preventing the release, or minimizing the hazardous characteristics of wastes that are generated.
- (d) Assuring that products are designed, formulated, packaged, and used so that they do not present unreasonable risks to human health or the Environment when used or disposed of;
- (e) Protecting resources, species, or ecological amenities.
- (f) Reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil, or other potentially harmful substances.
- (g) Cleaning up pollutants that have been Released, preventing the threat of Release or paying the costs of such clean up or prevention; or
- (h) Making responsible parties pay private parties, or groups of them, for damages done to their health or the Environment or permitting self-appointed representatives of the public interest to recover for injuries done to public assets.

"Facilities" means all underground and above ground structures, materials, and equipment needed to transport, regulate, ensure safety, and/or measure natural gas.

"Governmental Authority(ies)" means any:

- (a) Nation, state, county, city, town, village, district, or another jurisdiction of any nature.
- (b) Federal, state, local, municipal, foreign, or other government.
- (c) Governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal);
- (d) Multi-national organization or body; or
- (e) Body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature.

"Hazardous Activity" means the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment or use (including any withdrawal or other use of groundwater) of Hazardous Materials in, on, under, about or from the property or any part thereof into the Environment, and any other act, business, operation or thing that increases the danger or risk of danger, or poses an unreasonable risk of harm to persons or property on or off the property, or that may affect the value of property.

"Hazardous Materials" means any waste or other substance that is listed, defined, designated or classified as, or otherwise determined to be, hazardous, radioactive or toxic or a pollutant or a contaminant under or pursuant to any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing materials.

"Law" means any law, rule, regulation, or ordinance of any federal, foreign, state, or local Governmental Authority.

"Liability" with respect to any Person any liability or obligation of such Person for any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued on the financial statements of such Person.

"Occupational Safety and Health Law" means any Law designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions.

"Order" means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Authority or by any arbitrator.

"Organizational Documents" means the Articles of Incorporation, bylaws, and resolutions of an organization and any other applicable governance documents.

"Permit" means any approval, Consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law.

"Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or other entity or Governmental Authority.

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"Records" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Related Person" with respect to a particular individual, means:

- (a) Each other member of such individual's Family (as hereinafter defined);
- (b) Any Person that is directly or indirectly controlled by such individual or one or more members of such individual's Family.
- (c) Any Person in which such individual or members of such individual's Family hold (individually or in the aggregate) a Material Interest; and
- (d) Any Person with respect to which such individual or one or more members of such individual's Family serves as a director, officer, partner, executor, or trustee (or in a similar capacity).

With respect to a specified Person other than an individual:

- (a) Any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with such specified Person.

- (b) Any Person that holds a Material Interest in such specified Person.
- (c) Each Person that serves as a shareholder, director, officer, member, manager, partner, executor, or trustee of such specified Person (or in a similar capacity);
- (d) Any Person in which such specified Person holds a Material Interest.
- (e) Any Person with respect to which such specified Person serves as a general partner, manager, director, officer, or a trustee (or in a similar capacity); and
- (f) Any Related Person of any individual described in clause (b) or (c).

For purposes of this definition, (i) the "Family" of an individual includes (A) the individual, (B) the individual's spouse, (C) any other natural person who is related to the individual or the individual's spouse within the second degree, and (D) any other natural person who resides with such individual; and (ii) "Material Interest" means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of voting securities or other voting interests representing at least five percent (5%) of the outstanding equity securities or equity interests in a Person.

"Release" means any spilling, leaking, emitting, discharging, depositing, escaping, leaching, dumping or other releasing into the Environment, whether intentional or unintentional.

"Service Line" means that portion of gas pipe extending from the tap at the gas main to the stop on the riser at the meter set located on a Customer Premises.

"Tangible Personal Property" means all transmission and distribution mains, valves and appurtenances, odorant tanks, Service Lines, meters, meter installations, machinery, equipment, tools, furniture, office equipment, computer hardware, supplies (including chemicals and spare parts), materials, vehicles and other items of tangible personal property of every kind owned or leased by Seller (wherever located and whether or not carried on Seller's books), which are, could be, or in the future would be part of the production, transmission and distribution system utilized to provide gas service to Seller's gas customers, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof, and all maintenance Records and other documents relating thereto.

"Tax" means all taxes, charges, withholdings, fees, levies, penalties, additions, interest or other assessments, including, without limitation, income, gross receipts, excise, property, sales, employment, withholding, social security, occupation, use, service, service use, license, payroll, franchise, transfer and recording taxes, fees and charges, windfall profits, severance, customs, import, export, employment or similar taxes, charges, fees, levies or other assessments, imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or any other basis.

"Transaction Documents" means this Agreement, the Bill of Sale, and any and all other documents, certificates, assignments and agreements executed and/or delivered in connection with this Agreement in order to consummate the Contemplated Transaction, as the same may be amended, restated, modified or otherwise replaced by mutual agreement in writing from time to time.

Rules of Construction

For purposes of this Agreement and the other documents executed in connection herewith, the following rules of construction shall apply, unless specifically indicated to the contrary: (i) wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall

include the masculine, the feminine and the neuter; (ii) the term "or" is not exclusive; (iii) the term "including" (or any form thereof) shall not be limiting or exclusive; (iv) all references to statutes and related regulations shall include any amendments of the same and any successor statutes and regulations; (v) all references in this Agreement or in the Exhibits or Schedules to this Agreement to Sections, Schedules, Exhibits and attachments shall refer to the corresponding Sections, Schedules, Exhibits and attachments of or to this Agreement; and (vi) all references to any instruments or agreements, including references to any of the documents executed in connection herewith, shall include all modifications or amendments thereto and all extensions or renewals thereof.

Schedule 2.1(b)
Tangible Personal Property

1. Town Border Regulator Station and Gas Buildings
2. Sales Regulator Station
3. Odorizer at Regulator Station
4. Cathodic Protection System
5. Approximately 11,672 feet of 4 inch gas main
6. Approximately 27,993 feet of 2 inch gas main
7. Approximately 1,858 feet of 1 inch gas main
8. Approximately 243 service lines
9. Approximately 37 valves
10. Approximately 243 meters
11. Approximately 205 Radio Read Adaptors for the meters
12. Heath Consultants Fi Model 1420
13. Heath Consultants odorator serial # 2000418009
14. Rockwell Hydraulic Grease Handgun
15. Tinker Rasor Holiday Detector
16. Tinker Rasor cpv-4 Voltmeter
17. Mueller Valve Greaser
18. Thermoweld
19. Heath Consultants CGI
20. Trak IT CGI
21. Gas Trac
22. Gas meters on shelf
23. Regulators on shelf
24. Plastic fittings
25. Heater Bath at Regulator Station
26. All Gas Mainlines and Valves

Schedule 2.1(c)
Records

[See Attached]

All DATA & Records related to Seller's operation of Business

pipeline Records

Annual Reports

Leak Surveys

Documentation of services provided by Contractors

MAPPING

WO

Cust. List

JEROMIE ADAMS
801 N MAIN ST
GRANDVIEW IN 47615-

DARLENE ANGLIN
1508 W MAIN ST
GRANDVIEW IN 47615-

MICHAEL ARTHUR
112 W 5TH STREET
GRANDVIEW IN 47615

BANK'S BODY SHOP
417 FORSYTHE STREET
P.O. BOX 687
GRANDVIEW IN 47615

TOMMY BARRETT
4499 E CR 400N
GRANDVIEW IN 47615

PAUL BASS
318 LOCUST STREET
GRANDVIEW IN 47615-

HAROLD E BENNETT
304 W 4TH STREET
GRANDVIEW IN 47615

THOMAS BLAIR
621 MAIN ST
GRANDVIEW IN 47615-

TJ ADDIS
925 MAIN ST
GRANDVIEW IN 47615-

TAMMY ARNDELL
115 N. EVERGREEN DR.
GRANDVIEW IN 47615-

JERRY AYER
818 W. 3RD STREET
GRANDVIEW IN 47615

BRETT BANKS
818 10TH STREET
P.O. BOX 652
GRANDVIEW IN 47615

DEANA BASHAM
519 10TH STREET
GRANDVIEW IN 47615

GARRY BEELER
626 W 8TH STREET
GRANDVIEW IN 47615

REBECCA BENNETT
1416 W MAIN ST
GRANDVIEW IN 47615-

MICHAEL BOLEN II
801 W 4TH ST
GRANDVIEW IN 47615-

AL'S GLASS SERVICE
502 MAIN STREET
P.O. BOX 571
GRANDVIEW IN 47615

JERRY ARTEBERRY
3399 WESTHAMPTON DR
NEWBURGH IN 47630-

DONNA BALL
511 10TH STREET
GRANDVIEW IN 47615

HAROLD BANKS
105 N. EVERGREEN DRIVE
P.O. BOX 687
GRANDVIEW IN 47615

KENNETH BASS
1519 N MAIN STREET
GRANDVIEW IN 47616-

JOE JR. & BREND BELL
814 MAIN STREET
P.O. BOX 698
GRANDVIEW IN 47615

LOLA ANN BEREN
3590 N CR 350E
GRANDVIEW IN 47615

GERALD BOSTWICK
806 MAIN STREET
GRANDVIEW IN 47615

APRIL BOULTINGHOUSE
126 EVERGREEN DRIVE
GRANDVIEW IN 47615-

DAVID BOWMAN
422 CHURCH STREET
GRANDVIEW IN 47615-

DONALD W. BOWMAN
704 W. 4TH STREET
GRANDVIEW IN 47615

LISA BOWMAN
802 W 4TH STREET
GRANDVIEW IN 47615

TIMOTHY BRETZ
3252 N CR 275E
GRANDVIEW IN 47615

DONALD BROWN
706 W 3RD ST
GRANDVIEW IN 47615

EMILY BROWN
609 W 9TH ST
GRANDVIEW IN 47615

SHANNON BRUCE
618 W 9TH STREET
GRANDVIEW IN 47615-

CHARLES W BRYANT
722 W 4TH STREET
GRANDVIEW IN 47615

BILL B BUNNER
707 W 8TH STREET
GRANDVIEW IN 47615

ROBERT BURROWS
PO BOX 644
GRANDVIEW IN 47615

ROBERT BURROWS
125 N EVERGREEN DRIVE
GRANDVIEW 47615-

BRIAN CECIL
716 W 8TH STREET
GRANDVIEW IN 47615-

LARISSA CHANDLEY - BARR
321 AMBER LANE
GRANDVIEW IN 47615-

LARISSA CHANDLEY-BARR
321 AMBER LANE
GRANDVIEW IN 47615-

DENNIS CHAPMAN
610 TROY ROAD
GRANDVIEW IN 47615

DENNIS CHAPMAN
610 TROY ROAD
GRANDVIEW IN 47615

CIRCLE S 37
P.O. BOX 39
TELL CITY IN 47586

GABRIELLE COALTER-MOSELEY
1606 W. MAIN ST
GRANDVIEW IN 47615-

GREG CORNER
610 W 9TH STREET
GRANDVIEW IN 47615-

STANLEY COY
103 S EVERGREEN DRIVE
GRANDVIEW IN 47615

CHAD CRAWFORD
604 CHURCH STREET
GRANDVIEW IN 47615-

JOSHUA CRAWFORD
306 GRAND AVE
GRANDVIEW IN 47615-

CATHERINE CREWS
PO BOX 607
GRANDVIEW IN 47615-

JAMES CURTIS
106 DOGWOOD DRIVE
GRANDVIEW IN 47615-

CODY CUSHARD
704 W 8TH ST
GRANDVIEW IN 47615-

DAVE'S AUTO SALES
P.O. BOX 621
GRANDVIEW IN 47615

MICHELLE DECKER
407 FORSYTHE ST
GRANDVIEW IN 47615-

BRANDON DICKSON
126 DOGWOOD DR
GRANDVIEW IN 47615

MELINDA DUVALL
1429 MELODY LANE
GRANDVIEW IN 47615

BILL EBERLE
4209 N FINCH HILL ROAD
GRANDVIEW IN 47615-

TYWANA ESTERLINE
807 4TH STREET
GRANDVIEW IN 47615-

TANYA CURTIS FAT DADDY'S
P.O. BOX 485
GRANDVIEW IN 47615-

ELIZABETH FRANCHVILLE
7779 MASTEN RD
COATESVILLE IN 46121-

MISTY FRITTS
610 MAIN ST
GRANDVIEW IN 47615-

FRITZ'S PLACE
PO BOX 696
GRANDVIEW IN 47615-

JOSHUA FULKS
626 W 9TH STREET
GRANDVIEW IN 47615-

ROGER & GABRIEL GALVEZ
112 S FOREST DRIVE
GRANDVIEW IN 47615-

GDV ALUMINUM #1
P.O. BOX 687
GRANDVIEW IN 47615

GDV CIVIC CENTER
C/O BETTY GROSE
P.O. Box 697
GRANDVIEW IN 47615

GDV CONSERVATION CLUB
80 E. GRISSOM AVENUE
ROCKPORT IN 42348

GDV FIRE STATION
PO BOX 638
GRANDVIEW IN 47615

GDV GARAGE
P.O. BOX 638
GRANDVIEW IN 47615

GDV METHODIST CHURCH
ALLISON DURNIL
6241 N CR 600E
GRANDVIEW IN 47615

GDV MUN WATER
P.O. BOX 638
GRANDVIEW IN 47615

GDV NAZARENE CHURCH
7930 ICELAND RD.
MACEO KY 42355-

GDV POST OFFICE
P.O.BOX 9998
GRANDVIEW IN 47615

GDV TOWN HALL
P.O. BOX 638
GRANDVIEW IN 47615

GLOBAL WAREHOUSE-BLDG 1
PO BOX 669
GRANDVIEW IN 47615-

GLOBAL WAREHOUSE-BLDG 2
PO BOX 669
GRANDVIEW IN 47615-

CHRISTOPHER GOINS
811 W 4TH ST
GRANDVIEW IN 47615-

GRANDVIEW LIBRARY
403 MAIN STREET
P.O. BOX 715
GRANDVIEW IN 47615

GRANDVIEW LODGE
C/O BILL KEITH
8074 E SR 66
GRANDVIEW IN 47615-

KEITH GRIEPENSTROH
817 9TH STREET
GRANDVIEW IN 47615

DAVID GROSE
4269 E. COUNTY ROAD 400 N
GRANDVIEW IN 47615

ROBERT L GROSE
612 W 4TH STREET
PO BOX 697
GRANDVIEW IN 47615

WALDEN GRUVER
809 ROSE LANE
GRANDVIEW IN 47615

JAMES HAAFF
1602 W. MAIN ST.
P.O. BOX 529
GRANDVIEW IN 47615

PAUL HAAFF
916 W. 3RD STREET
P.O. BOX 482
GRANDVIEW IN 47615

ANITA HAGAN
625 W 10TH STREET
GRANDVIEW IN 47615

DILLON HALEY
211 W 8TH ST
GRANDVIEW IN 47615-

WALLACE HALL
634 8TH STREET
GRANDVIEW IN 47615

MELISSA HAMILTON
4009 N. SILVERDALE ROAD
ROCKPORT IN 47635-

JOSEPH W HARNEY
1510 W MAIN ST
GRANDVIEW IN 47615-

JAMES F. HARRIS
1308 2ND ST
GRANDVIEW IN 47615

JAMES F. HARRIS
1308 2ND ST
GRANDVIEW IN 47615

JOHN HARRIS
212 2ND STREET
GRANDVIEW IN 47615

GRETCHEN HASTY
634 W. 8TH STREET
GRANDVIEW IN 47615-

JORDYN HAYNES
610 W 8TH ST
GRANDVIEW IN 47615

ALLEN HEDINGER
635 W. 8TH STREET
GRANDVIEW IN 47615-

STAN HOSS
322 SYCAMORE STREET
P.O. BOX 503
GRANDVIEW IN 47615

CONNIE HOULE
P.O. BOX 541
GRANDVIEW IN 47615

)
LAWRENCE HOUSTON
320 AMBER LANE
GRANDVIEW IN 47615-

RYAN HUTCHISON
610 10TH ST
GRANDVIEW IN 47615-

KYLA JONES
818 WALNUT ST
GRANDVIEW IN 47615-

TRENTON KEBORTZ
1422 W MAIN ST
GRANDVIEW IN 47615-

TIM KELLEY
4284 E COUNTY ROAD 400N
GRANDVIEW IN 47615

STEPHEN KESSNER
323 N BIRCH DR.
GRANDVIEW IN 47615-

KATHY KLEEMAN
520 W 8TH STREET
GRANDVIEW IN 47615

ERIC LESLIE
324 S 5TH ST
ROCKPORT IN 47635-

ALFERD R HOWARD
607 FORSYTHE ST
GRANDVIEW IN 47615-

CHRIS JARBOE
701 MAIN STREET
GRANDVIEW IN 47615-

SUZANN JONES
801 ROSE LN
GRANDVIEW IN 47615-

BRUCE KELLEY
4358 E CR 400N
GRANDVIEW IN 47615

NORBIE KEMPF
204 N BIRCH DR
GRANDVIEW IN 47615-

DAVID R. KESTERSON
618 W. 8TH STREET
GRANDVIEW IN 47615

JOAN LASHER
107 S FOREST DRIVE
P.O. BOX 627
GRANDVIEW IN 47615-

JONATHAN LESLIE
809 10TH STREET
GRANDVIEW IN 47615-

)
JANET HUTCHISON
216 N BIRCH DRIVE
P.O. BOX 565
GRANDVIEW IN 47615

JOHNNY JARVIS
805 12TH ST
GRANDVIEW IN 47615-

ANNA C. KEBORTZ
1502 W MAIN STREET
GRANDVIEW IN 47615

TERRY KELLEY
707 2ND ST
GRANDVIEW IN 47615

JENNIFER KESSNER
1014 2ND ST
GRANDVIEW IN 47615

STUTEVILLE CLAU KING NORMA
210 W 5TH STREET
GRANDVIEW IN 47615

ED LEISTNER
4017 W FAIR OAKS AVE
TAMPA FL 33611-

HANNAH LEWIS
410 FORSYTHE ST
GRANDVIEW IN 47615-

JEFF LINDSEY
PO BOX 686
GRANDVIEW IN 47615-

ALEXA MADDOX
1518 W MAIN ST
GRANDVIEW IN 47615-

JAMES & NATASHA MADDOX
706 MAIN ST
P.O. BOX 492
GRANDVIEW IN 47615-

JANET MAGILL
1008 2ND ST
GRANDVIEW IN 47615

ERIC MAIDEN
201 SECOND ST
GRANDVIEW IN 47615-

ASHLEY MALLORY
811 W. 8TH STREET
GRANDVIEW IN 47615

DONNIE MALLORY
4149 N. FINCH HILL ROAD
GRANDVIEW IN 47615-

CHRISTOPHER MARTIN
1403 MELODY LN
GRANDVIEW IN 47615-

PAMELA JO MARTIN
314 AMBER LN
GRNDVIEW IN 47615-

LENORE J. MAURER
820 MAIN STREET
P.O. BOX 534
GRANDVIEW IN 47615

NICHOLAS MAX
P.O. BOX 426
ROCKPORT IN 47635

RODNEY MCBRIDE
1412 ME LODY
GRANDVIEW IN 47615-

MYRA JANE MCGINNIS
1220 2ND ST
GRANDVIEW IN 47615-

FRAN MCINTIRE
4456 E. STATE ROAD 66
GRANDVIEW IN 47615

ANGELA MCVAY
702 FORSYTHE ST
GRANDVIEW IN 47615-

DOUGLAS MEADOR
1425 W MAIN STREET
GRANDVIEW IN 47615-

MIKE MIDDLETON
709 W. 4TH STREET
P.O. BOX 824
GRANDVIEW IN 47615

MICHAEL MILLER
901 ROSE LN
GRANDVIEW IN 47615-

VERNON MITCHELL
224 N BIRCH DRIVE
GRANDVIEW IN 47615-

APRIL MOSELEY
404 W 6TH STREET
GRANDVIEW IN 47615-

JUDY MOTTELER
534 9TH STREET
GRANDVIEW, IN 47615-

VICKI MULLICAN
P.O. BOX 514
GRANDVIEW IN 47615-

KEVIN MYERS
526 9TH STREET
GRANDVIEW IN 47615

JOHN, JR NELSON
310 W 4TH STREET
GRANDVIEW IN 47615-

PHILIP G NEWTON
410 W 8TH ST
GRANDVIEW IN 47615-

PAT O'BRIEN
330 GRAND AVENUE
GRANDVIEW IN 47615

DANIEL O'NAN
1405 MAIN STREET
GRANDVIEW IN 47615-

PAUL OWENS
911 2ND ST
GRANDVIEW IN 47615

JILL PAPINEAU
226 GRAND AVE.
GRANDVIEW IN 47615-

MARVIN PARKER
P. O. BOX 583
GRANDVIEW IN 47615

ROY PATTERSON
301 FORSYTHE ST
GRANDVIEW IN 47615-

JASON PIERCE
516 FORSYTHE ST
GRANDVIEW IN 47615

TRACY PIERCE
710 MAIN STREET
P.O. BOX 592
GRANDVIEW IN 47615

WINNIE POINTER
223 AMBER LANE
GRANDVIEW IN 47615

ERVIN PRICE
1424 MELODY LANE
GRANDVIEW IN 47615

JAMES RAAF
P.O. BOX 716
GRANDVIEW IN 47615

DARRON RANSOME
926 ROSE LANE
GRANDVIEW IN 47615-

PAUL HAAFF REVIVAL CEN CHURCH
323 GRAND AVENUE
P.O. BOX 482
GRANDVIEW IN 47615

JAMES RHOTON
323 STATE ST
GRANDVIEW IN 47615-

BARBARA RICHEY
1310 ARIZONA AVE, LOT 320
FROSTPROOF FL 33843-

KIM RISSE
116 S. CEDAR DRIVE
GRANDVIEW IN 47615

RHONDA RISSE
609 FORSYTHE STREET
GRANDVIEW IN 47615

ERNESTO RIVERA
1311 W MAIN STREET
GRANDVIEW IN 47615-

TERRY ROGIER
106 N EVERGREEN DRIVE
GRANDVIEW IN 47615-

TIM ROGIER
717 W. 8TH STREET
P.O. BOX 636
GRANDVIEW IN 47615

KASEY ROYAL
601 W 8TH STREET
GRANDVIEW TH 47615-

BENNIE RUST
1002 MAIN ST
PO BOX 684
GRANDVIEW IN 47615-

RONALD L. RUST
104 S. EVERGREEN DRIVE
GRANDVIEW IN 47615

ROSE RUST
114 DOGWOOD DRIVE
GRANDVIEW IN 47615

LAVADA SAXOUR-LEES
116 E 4TH STREET
GRANDVIEW IN 47615-

DAVID ALLEN SCHERER
119 N. FOREST DRIVE
GRANDVIEW IN 47615-

LILLIE F BAILEY SCHERER
1202 2ND ST
GRANDVIEW IN 47615

WILLIAM E. SCHERER
117 S. BIRCH DRIVE
GRANDVIEW IN 47615

DANNY SCHREIBER
1423 MELODY LN
GRANDVIEW IN 47615-

SHANNON SHAW
802 ROSE LN
GRANDVIEW IN 47615-

JAMES SHEARER
PO BOX 555
GRANDVIEW IN 47615-

MELISSA SHEETS
618 10TH STREET
GRANDVIEW IN 47615

LOLA SKELTON
4511 N FINCH HILL RD
GRANDVIEW IN 47615

BOBBI/JOHN SKIMMERHORN
225 N BIRCH DR
GRANDVIEW IN 47615-

CLYDE SMITH
311 2ND ST
GRANDVIEW IN 47615-

MARTHA SMITH
1415 W MAIN ST
GRANDVIEW IN 47615

SHERRI SMITH
722 TROY ROAD
GRANDVIEW IN 47615

LARRY SNYDER
1404 MELODY LANE
P.O. BOX 721
GRANDVIEW IN 47615

MARY SOUTH
812 FORSYTHE STREET
GRANDVIEW IN 47615-

SPENCER COUNTY BANK
P.O. BOX 159
SANTA CLAUS IN 47579

TARA STEVENS
PO BOX 782
GRANDVIEW IN 47615-

BILLY G STEWART
607 W 9TH ST
GRANDVIEW IN 47615

CAROL STILLWELL
216 E 8TH STREET
GRANDVIEW IN 47615

DAVID STONE
810 ROSE LANE
GRANDVIEW IN 47615-

TEIA SWIGER
415 W 8TH ST
GRANDVIEW IN 47615-

TRISTA SWIGER
919 E SR 66
GRANDVIEW IN 47615-

MAX TALBOTT
1417 MELODY LANE
GRANDVIEW IN 47615

MARILYN TAYLOR
P.O. BOX 626
GRANDVIEW IN 47615

JENNIE THOMAS
621 W. 8TH ST
GRANDVIEW IN 47615-

BETHANY THOMPSON
216 LOCUST STREET
GRANDVIEW IN 47615-

DAVID TRAVIS
1005 W 2ND ST
GRANDVIEW IN 47615

BEVERLY K. TURNER
1601 W MAIN STREET
GRANDVIEW IN 47615

JAMES M TURNER
525 W 8TH STREET
GRANDVIEW IN 47615-

JOHN VARNER
606 BRYFORD COURT
GRANDVIEW IN 47615

JOINES, JAMES VINCENT, APRIL
603 MAIN ST
GRANDVIEW IN 47615-

CHRIS WALTERS
601 W 9TH STREET
GRANDVIEW IN 47615-

GARY WEAD
527 10TH STREET
GRANDVIEW IN 47615-

MARK WEATHERHOLT
721 FORSYTHE ST
GRANDVIEW IN 47615-

STEPH & KEVIN WEAVER
123 N CEDAR STREET
GRANDVIEW IN 47615-

SUSIE WEBB
711 CHURCH STREET
GRANDVIEW IN 47615

JASON/BRANDY WHEATLEY
5407 W EUREKA RD
ROCKPORT IN 47635-

JENNIFER WHITLOCK
316 W 3RD ST
GRANDVIEW IN 47615-

WESLEY WILKINSON
1117 CHURCH STREET
GRANDVIEW IN 47615

PATRICIA A WILLIAMS
224 AMBER LANE
GRANDVIEW IN 47615

KENDRA WILSON
1516 W MAIN ST
GRANDVIEW IN 47615-

MICHAEL D WILSON
212 SYCAMORE ST
GRANDVIEW IN 47615-

TERRY WINKLER
116 N EVERGREEN DR.
GRANDVIEW IN 47615-

AMANDA WOOD
211 SECOND ST
GRANDVIEW IN 47615-

WILLIAM WORTHINGTON
204 W 5TH ST
GRANDVIEW IN 47615-

Schedule 2.4(b)
Assumed Contracts

1. Agreement # FG0005, Amendment # 8 by and between Midwestern Gas Transmission Company Amendment to Firm Transportation Agreement and Town of Grandview, dated May 11, 2020.
2. Month to month agreement by and between Constellation NewEnergy, Inc and Town of Grandview

Schedule 2.4(e)
Work in Process

None.

Schedule 3.4
Real Property and Easements

[See Attached]

ORDINANCE # 2020-11-19-01

AN ORDINANCE AUTHORIZING OHIO VALLEY GAS CORPORATION TO ACCESS ANY AND ALL RIGHT-OF-WAYS OF THE TOWN OF GRANDVIEW NECESSARY FOR THE PROVIDING OF GAS TO THE TOWN OF GRANDVIEW AND ITS CITIZENS.

WHEREAS, the Town of Grandview is in the process of selling its municipal gas utility to Ohio Valley Gas Corporation.

WHEREAS, The Town desires to ensure Ohio Valley Gas Corporation has full access to any and all town right-of-ways in all areas within the Town's jurisdiction in order for Ohio Valley Gas to provide gas services to the Town.

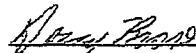
NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF GRANDVIEW, INDIANA AS FOLLOWS:

SECTION ONE. The Town of Grandview, Indiana hereby provides full and unlimited access to any and all Town right-of-ways within its jurisdiction to Ohio Valley Gas Corporation for all purposes related to the continued providing of gas services to the Town of Grandview and its customers.

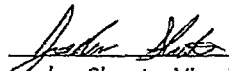
SECTION TWO. This ordinance shall be in full force and effect upon passage and publication pursuant to Indiana Code.

DULY ADOPTED BY THE TOWN OF GRANDVIEW, INDIANA, this 19th day
November, 2020.

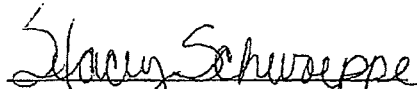
GRANDVIEW TOWN COUNCIL:



Doug Risse, President



Jordan Sheets, Vice President




Stacey Schweppe, Council Member

Angie Fischer, Council Member

Dakota Risse, Council Member

ATTEST:



Donna Burrows, Clerk-Treasurer

Schedule 3.6
Contracts

1. Agreement # FG0005, Amendment # 8 by and between Midwestern Gas Transmission Company Amendment to Firm Transportation Agreement and Town of Grandview, dated May 11, 2020.
2. Agreement by and between Utility Safety & Design, Inc. and Town of Grandview, dated July 21, 2016
3. Month to month agreement by and between Constellation NewEnergy, Inc and Town of Grandview

Schedule 3.7(a)
Environmental Matters

None.

Schedule 3.8
Permits

None.

Schedule 3.18
Customer Delinquency List

None.

Schedule 3.19
Continuing Obligations

None.