

in the Tri-Cities area; result in less favorable prices and other terms for health plans that contract with psychiatric hospital facilities in the Tri-Cities area; increase the possibility of collusion or interdependent coordination by the remaining market competitors; and deny patients, physicians, third-party payers, and other consumers of psychiatric hospital services, the benefits of free and open competition based on price, quality, and service.

The consent order, if issued in final form by the Commission, would require Columbia/HCA to divest Poplar Springs Hospital and related assets. Columbia/HCA is permitted to carry out its proposed acquisition of John Randolph. The consent order would ensure the continued operation of Poplar Springs as a viable psychiatric hospital facility independent of Columbia/HCA and John Randolph, and remedy the lessening of competition for psychiatric hospital services resulting from Columbia/HCA's acquisition of John Randolph.

Under the terms of the proposed order, Columbia/HCA must divest Poplar Springs to an acquirer and in a manner approved by the Commission. The divestiture must be completed within twelve months of the date the order becomes final; otherwise, Columbia/HCA will consent to the appointment of a trustee, who will have twelve additional months to effect the divestiture. (Paragraphs II and III)

A Hold Separate Agreement executed in conjunction with the consent agreement requires Columbia/HCA to maintain Poplar Springs separate from its other operations until the completion of the divestiture, or as otherwise specified. To assure the complete independence and viability of Poplar Springs Hospital, the Hold Separate Agreement requires Columbia/HCA to transfer all ownership and control of Poplar Springs Hospital to a separate legal entity, and to assure that no competitive information is exchanged between Columbia/HCA and this entity. Under the Hold Separate Agreement, Columbia/HCA may not exercise any direction, control, or influence over this entity, except as necessary to assure compliance with the Consent Order and the Hold Separate Agreement and the continued viability, competitiveness, and marketability of Poplar Springs.

For ten years after the order is made final, the proposed consent order would prohibit Columbia/HCA from combining (through purchase, sale, lease, or otherwise) its psychiatric hospital facility in the Tri-Cities area with any other psychiatric hospital facility in that area, without prior notice to the Federal Trade Commission. Columbia/HCA must provide such notice in accordance with procedures similar to those governing premerger notifications required by Section 7A of the Clayton Act, 15 U.S.C. § 18a (unless the merger is already subject to Section 7A's requirements, in which case no notice is necessary over and above that provided pursuant to Section 7A). The order provision supplements Section 7A, to ensure that the Commission receives advance notice of potentially significantly Columbia/HCA mergers in the relevant market, and thereby give the Commission an opportunity to block

any such merger if it can demonstrate that the merger may substantially lessen competition. The proposed order contains certain limited exceptions to the prior notification requirement for transactions which are unlikely to substantially lessen competition, such as for small transactions under \$1 million. (Paragraph IV)

The proposed consent order also contains provisions concerning its continued application to future owners of Columbia/HCA psychiatric hospital facilities in the Tri-Cities area. The acquirer of Poplar Springs, pursuant to the divestiture called for by the order, must agree to not transfer the hospital, for ten years from the date of the order, without prior notice to the Commission, to any person already operating a psychiatric hospital facility in the Tri-Cities area (Paragraph II.F.). In addition, the order would prohibit Columbia/HCA for ten years from transferring a psychiatric hospital facility in the Tri-Cities area other than Poplar Springs (e.g., the John Randolph psychiatric facility it is to acquire) to another person, unless the acquiring person first files with the Commission an agreement to be bound by the order (Paragraph V).

The purpose of this analysis is to invite public comment concerning the proposed order, and to assist the Commission in its determination of whether to make the order final. This analysis is not intended to constitute an official interpretation of the agreement or to modify its terms in any way.

The agreement is for settlement purposes only and does not constitute an admission by Columbia/HCA that its proposed acquisition of John Randolph Medical Center would violate the law, as alleged in the Commission's complaint.

**Donald S. Clark,**

*Secretary.*

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[File No. 951-0037]

**Phillips Petroleum Company and Enron Corporation.; Consent Agreement With Analysis to Aid Public Comment**

**AGENCY:** Federal Trade Commission.

**ACTION:** Consent agreement.

**SUMMARY:** In settlement of alleged violations of federal law prohibiting unfair acts and practices and unfair methods of competition, this consent agreement, accepted subject to final Commission approval, would require the Houston, Texas-based Enron Corporation not to sell 830 miles of natural gas pipe and related assets within the Texas and Oklahoma Panhandle region to the Bartlesville, Oklahoma-based Phillips Petroleum Company.

**DATES:** Comments must be received on or before November 13, 1995.

**ADDRESSES:** Comments should be directed to: FTC/Office of the Secretary,

Room 159, 6th St. and Pa. Ave., NW., Washington, DC 20580.

**FOR FURTHER INFORMATION CONTACT:** Ronald B. Rowe, Bureau of Competition, Federal Trade Commission, S-2602, 6th Street & Pennsylvania Ave., NW., Washington, DC 20580, (202) 326-2610.

**SUPPLEMENTARY INFORMATION:** Pursuant to Section 6(f) of the Federal Trade Commission Act, 38 Stat. 721, 15 U.S.C. 46 and Section 2.34 of the Commission's Rules of Practice (16 CFR 2.34), notice is hereby given that the following consent agreement containing a consent order to cease and desist, having been filed with and accepted, subject to final approval.

The Federal Trade Commission ("Commission"), having initiated an investigation of the proposed acquisition by Phillips Petroleum Company ("Phillips"), through its subsidiary GPM Gas Corporation ("GPM"), of the outstanding voting securities of Enron Anadarko Gathering Company and Transwestern Anadarko Gathering Company, two subsidiaries of Enron Corp. ("Enron"), that will own certain gas gathering assets currently owned by Transwestern Pipeline Company ("Transwestern") and Northern Natural Gas Company ("Northern Natural"), two other subsidiaries of Enron, and it now appearing that Enron and Phillips, hereinafter sometimes referred to as "Proposed Respondents," are willing to enter into an agreement containing an Order to cease and desist engaging in certain activities, and providing for other relief:

It is hereby agreed by and between Proposed Respondents, by their duly authorized officers and attorneys, and counsel for the Commission that:

1. Proposed Respondent Phillips is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business at Phillips Building, Bartlesville, Oklahoma 74004.

2. Proposed Respondent Enron is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business at 1400 Smith Street, Houston, Texas 77002.

3. Proposed Respondents admit all the jurisdictional facts set forth in the draft complaint.

4. Proposed Respondents waive:

- a. any further procedural steps;
- b. the requirement that the Commission's decision contain a statement of findings of fact and conclusions of law;

c. all rights to seek judicial review or otherwise to challenge or contest the validity of the Order entered pursuant to this agreement; and

d. any claim under the Equal Access to Justice Act.

5. This agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If the agreement is accepted by the Commission it, together with the draft of complaint contemplated thereby, will be placed on the public record for a period of sixty (60) days and information in respect thereto publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify the Proposed Respondents, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision, in disposition of the proceeding.

6. This agreement is for settlement purposes only and does not constitute an admission by Proposed Respondents that the law has been violated as alleged in the draft of complaint, or that the facts as alleged in the draft complaint, other than jurisdictional facts, are true.

7. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of § 2.34 of the Commission's Rules, the Commission may, without further notice to the Proposed Respondents, (1) issue its complaint corresponding in form and substance with the draft of complaint and its decision containing the following Order to cease and desist in disposition of the proceeding and (2) make information public with respect thereto. When so entered, the Order to cease and desist shall have the same force and effect and may be altered, modified or set aside in the same manner and within the same time provided by statute for other orders. The Order shall become final upon service. Delivery by the U.S. Postal Service of the complaint and decision containing the agreed-to Order to Proposed Respondents' addresses as stated in this agreement shall constitute service. Proposed Respondents waive any right they may have to any other manner of service. The complaint may be used in construing the terms of the Order, and no agreement, understanding, representation, or interpretation not contained in the Order or the agreement may be used to vary or contradict the terms of the Order.

8. Proposed Respondents have read the proposed complaint and Order contemplated hereby. Proposed Respondents understand that once the Order has been issued, they will be required to file one or more compliance reports showing that they have fully complied with the Order. Proposed Respondents further understand that they may be liable for civil penalties in the amount provided by law for each violation of the Order after it becomes final.

#### Order

##### I

It is ordered that, as used in this Order, the following definitions shall apply:

A. "Phillips" means Phillips Petroleum Company, its directors, officers, employees, agents, and representatives, predecessors, successors, and assigns, its subsidiaries, divisions, groups, and affiliates controlled by Phillips, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

B. "Enron" means Enron Corp., its directors, officers, employees, agents, and representatives, predecessors, successors, and assigns, its subsidiaries, divisions, groups, and affiliates controlled by Enron, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

C. "Respondent" or "Respondents" means Phillips and Enron, collectively and individually.

D. "Maxus" means Maxus Energy Corporation, its predecessors, successors, and assigns, subsidiaries, divisions, and groups, and affiliates controlled by Maxus Energy Corporation.

E. The "Acquisition" means the proposed acquisition by Phillips of the outstanding voting securities of Enron Anadarko Gathering Company and Transwestern Anadarko Gathering Company, which will own certain gas gathering assets currently owned by Transwestern Pipeline Company and Northern Natural Gas Company, two subsidiaries of Enron, pursuant to the stock purchase agreements executed on November 15, 1994, by Phillips and Enron as subsequently modified and amended.

F. "Gas gathering" means pipeline transportation, for oneself or other persons, of natural gas over any part or all of the distance between a well and a gas transmission pipeline or gas processing plant.

G. "Person" means any natural person, partnership, corporation,

company, association, trust, joint venture or other business or legal entity, including any governmental agency.

H. "Related Person" means a person controlled by, controlling, or under the common control with, another person.

I. "Relevant Geographic Area" means the Texas counties of Hansford, Ochiltree, and Lipscomb and all portions of Beaver County, Oklahoma, within ten miles of the Texas border.

J. "Schedule A assets" means the whole and any part of the assets listed in Schedule A of this Order (including, but not limited to, the assets listed in annex 1 and annex 2).

K. "Commission" means the Federal Trade Commission.

##### II

It is further ordered that Enron shall not sell, transfer, or otherwise convey, directly or indirectly, the Schedule A assets, or any stock, share capital, equity, or other interest in any person controlling the Schedule A assets, to Phillips in connection with the Acquisition; and, within thirty (30) days after this Order becomes final, Enron shall provide notice of the requirements of this Order to the Federal Energy Regulatory Commission.

##### III

It is further ordered that Phillips shall not acquire, directly or indirectly, any stock, share capital, equity, or other interest in any person controlling the Schedule A assets in connection with the Acquisition.

##### IV

It is further ordered that, for a period of ten (10) years from the date this Order becomes final, Phillips shall not, without prior notification to the Commission, directly or indirectly:

A. Acquire the Schedule A assets;  
B. Acquire any stock, share capital, equity, or other interest in any person engaged in gas gathering within the Relevant Geographic Area at any time within the two years preceding such acquisition, provided, however, that an acquisition of securities will be exempt from the requirements of this paragraph (IV.B) if after the acquisition Phillips will hold cumulatively no more than two (2) percent of the outstanding shares of any class of security of such person; and provided further, that this Paragraph (IV.B) shall not apply to the acquisition of any interest in a person that is not at the time of the acquisition engaged in gas gathering within the Relevant Geographic Area due to the sale within the preceding two years of all assets used for gas gathering within the Relevant Geographic Area to another

party who intended to operate said assets for gas gathering within the Relevant Geographic Area; or

C. Enter into any agreements or other arrangements with any person or with two or more related persons to obtain, within any 18 month period, direct or indirect ownership, management, or control of more than five miles of pipeline previously used for gas gathering and suitable for use for gas gathering within the Relevant Geographic Area.

#### V

It is further ordered that, for a period of ten (10) years from the date this Order becomes final, Enron shall not, without prior notification to the Commission, directly or indirectly:

A. Transfer Schedule A assets to Phillips or Maxus;

B. Transfer any stock, share capital, equity, or other interest in any entity controlling the Schedule A assets to Phillips or Maxus; or

C. Enter into any agreement or other arrangement to transfer direct or indirect ownership, management, or control of any of the Schedule A assets to Phillips or Maxus.

#### VI

It is further ordered that the prior notifications required by Paragraphs IV and V of this Order shall be given on the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended (hereinafter referred to as "the Notification"), and shall be prepared and transmitted in accordance with the requirements of that part, except that no filing fee will be required for any such notification, notification shall be filed with the Secretary of the Commission, notification need not be made to the United States Department of Justice, and notification is required only of Respondents and not of any other party to the transaction. In lieu of furnishing (1) documents filed with the Securities and Exchange Commission, (2) annual reports, (3) annual audit reports, (4) regularly prepared balance sheets, or (5) Standard Industrial Code (SIC) information in response to certain items in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations, Phillips shall provide a map showing the location of the pipeline whose acquisition is proposed and other pipelines used for gas gathering in the Relevant Geographic Area and a statement showing the quantity of gas that flowed through pipeline whose acquisition is proposed in the previous 12 month period. Respondents shall provide the Notification to the

Commission at least thirty days prior to consummating any such transaction (hereinafter referred to as the "first waiting period"). If, within the first waiting period, representatives of the Commission make a written request for additional information, Respondents shall not consummate the transaction until twenty days after substantially complying with such request for additional information. Early termination of the waiting periods in this paragraph may be requested and, where appropriate, granted by letter from the Bureau of Competition.

Provided, however, that prior notification shall not be required by Paragraphs IV and V of this Order for a transaction for which notification is required to be made, and has been made, pursuant to Section 7A of the Clayton Act, 15 U.S.C. § 18a.

#### VII

It is further ordered that:

A. Within sixty (60) days after the date this Order becomes final, each Respondent shall file a verified written report with the Commission setting forth in detail the manner and form in which it has complied and is complying with this Order; and

B. One (1) year from the date this Order becomes final, annually for the next nine (9) years on the anniversary of the date this Order becomes final, and at such other times as the Commission may require, each Respondent shall file a verified written report with the Commission setting forth in detail the manner and form in which it has complied and is complying with this Order. Provided, however, that if Enron sells all of the Schedule A assets, it will no longer be required to file any further written reports with the Commission.

#### VIII

It is further ordered that each Respondent shall notify the Commission at least thirty (30) days prior to any proposed change in such Respondent such as dissolution, assignment, sale resulting in the emergence of a successor corporation, or the creation or dissolution of subsidiaries or any other change that may affect compliance obligations arising out of the Order.

#### IX

It is further ordered that, for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege, upon written request and on reasonable notice to such Respondent, each Respondent shall permit any duly authorized representative of the Commission:

A. Access, during office hours and in the presence of counsel, to inspect and copy all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of such Respondent relating to any matters contained in this Order; and

B. Without restraint or interference from it, to interview officers, directors, or employees of such Respondent, who may have counsel present, relating to any matters contained in this order.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

#### Schedule A

##### *Transwestern System 3—Catesby/Ivanhoe*

Beaver County, OK  
Ellis County, OK

*Assets:* All Transwestern-owned facilities located upstream of the discharge side of the Catesby Compressor unit. Includes approximately 45.5 miles of pipe and the Catesby compressor #745, 422 horsepower. Material assets are listed in Annex 1 for Transwestern system 3.

##### *Transwestern System 4—Frass Como*

Lipscomb County, TX  
Beaver County, OK

*Assets:* All Transwestern-owned facilities located upstream of, but not including, the side/hot-tap valve that connects the Frass Como Lateral to the 12 inch Lipscomb-Mocaine Lateral, including the Frass Como compressor station. Includes approximately 55.1 miles of pipe. Material assets are listed in Annex 1 for Transwestern system 4.

##### *Transwestern System 5—Follett*

Lipscomb County, TX

*Assets:* All Transwestern-owned facilities located upstream of, but not including, the side/hot-tap valve that connects the 4 inch Follett Lateral to the 12 inch Lipscomb-Mocaine Lateral. Includes approximately 8.3 miles of pipe. Material assets are listed in Annex 1 for Transwestern system 5.

##### *Transwestern System 7—Kiowa Creek*

Lipscomb County, TX

*Assets:* All Transwestern-owned facilities located upstream of, but not including, the side/hot-tap valve that connects the 6 inch Kiowa Creek Lateral and the 8 inch Kiowa Creek Loop to the 12 inch Lipscomb-Mocaine Lateral, including the Kiowa Creek #2 compressor station. Includes approximately 77 miles of pipe and three compressor units: Kiowa Creek #2 Compressor #865, 1,078 horsepower; Kiowa Creek #1 Compressor #828, 1,078

horsepower; and E. Lipscomb Compressor #858, 531 horsepower. Material assets are listed in Annex 1 for Transwestern system 7.

*Transwestern System 8—Wolf Creek*

Lipscomb County, TX  
Ellis County, OK

*Assets:* All Transwestern-owned facilities located upstream of, but not including, the side/hot-tap valve that connects the 6 inch Wolf Creek Lateral to the 12 inch Lipscomb-Mocaine Lateral. Includes approximately 45.2 miles of pipe and the Wolf Creek compressors #755 and #853, 1,470 combined horsepower. Material assets are listed in Annex 1 for Transwestern system 8.

*Transwestern System 13—Waka/Perryton*

Ochiltree County, TX

*Assets:* All Transwestern-owned facilities located upstream of and including the pig receiver for the 8 inch Perryton lateral, located on the upstream side of and to the NE of the Waka compressor station. Includes approximately 77.8 miles of pipe and the Perryton Transwestern compressor #827, 779 horsepower. Material assets are listed in Annex 1 for Transwestern system 13.

*Transwestern System 14—Gray rock*

Ochiltree County, TX  
Lipscomb County, TX

*Assets:* All Transwestern-owned facilities located upstream of, but not including, the 6 inch pig launcher on the discharge side of the Gray Rock compressor station. Includes approximately 43.3 miles of pipe and the Gray Rock compressor #826, 810 horsepower. Material assets are listed in Annex 1 for Transwestern system 14.

*Transwestern System 20—Brillhart*

Hansford County, TX

*Assets:* All Transwestern-owned facilities located upstream of, but not including, the side/hot-tap valve that connects the 8 inch Brillhart Lateral to the 10 inch Cactus-Hugoton Lateral. Includes approximately 78.5 miles of pipe and two compressors: Brillhart

#748, 708 horsepower; and Brillhart #796, 785 horsepower. Material assets are listed in Annex 1 for Transwestern system 20.

*Transwestern System 21—John Creek*

Hansford County, TX  
Ochiltree County, TX  
Hutchinson County, TX  
Roberts County, TX

*Assets:* All Transwestern-owned facilities located upstream of, but not including, the side/hot-tap valve that connects the 6 inch John Creek Lateral to the 12 inch Cactus-Hugoton Lateral. Includes approximately 31 miles of pipe and the John Creek compressor #747, 537 horsepower. Material assets are listed in Annex 1 for Transwestern system 21.

*Northern Natural System 35—Spearman System—North*

Hansford County, TX

*Assets:* The following four sections: (1) Approximately 6.3 miles of 6 inch and 2.0 miles of 4 inch Northern-owned gathering lines, upstream of where the 6 inch TG385 connects to the 8 inch TG24001 in the northwest quarter of Section 42, Block 1, Washington County RR Survey. (2) Approximately 6.5 miles of 4 inch Northern-owned gathering lines, upstream of the side valve on the 10 inch TG24001 in the northeast quarter of Section 30, Block 1, Cherokee Iron Furnace CO Survey. (3) The Buckner A1 wellhead facilities and approximately 3.4 miles of 4 inch Northern-owned gathering lines from the Buckner A1 well in Section 20 to the side valve on the 10 inch TG24001 in Section 27, Block 1, Cherokee Iron Furnace Co Survey. (4) Approximately 3.5 miles of 8 inch, 3.8 miles of 6 inch, and 10 miles of 4 inch Northern-owned gathering lines, upstream of where the 6 inch TG247 and the 8 inch TG246 connects to the 12 inch TG24001 near the East Section Line of Section 7, Block 2, SA&MG RR Survey. Material assets are listed in Annex 2 for Northern Natural system 35.

*Northern Natural System 35—Spearman System—East*

Hansford County, TX

Hutchinson County, TX  
Roberts County, TX

*Assets:* The following two sections: (1) The Brainard Lateral consisting of approximately 1.9 miles of 8 inch, 5.8 miles of 6 inch, and 19.2 miles of 4 inch Northern-owned gathering lines, upstream of a side valve where the 8 inch TG335 connects to the 26 inch TG24001 in Section 8, Block H&GN Survey. (2) The East Leg consisting of approximately 11.1 miles of 10 inch, 19.5 miles of 8 inch, 19.0 miles of 6 inch, and 49.6 miles of 4 inch gathering lines, upstream of where 10 inch TG301 connects to the suction of Northern's Spearman Compressor Station. Material assets are listed in Annex 2 for Northern Natural system 35.

*Northern Natural System 37—Fuller System*

Hansford County, TX  
Sherman County, TX  
Hutchinson County, TX

*Assets:* The following two sections: (1) The Hansford County No. 1 System consisting of approximately one-half mile of 2 inch, 5 miles of 8 inch, 3 miles of 6 inch, and 11 miles of 4 inch gathering lines, upstream of the suction of Northern's Hansford County No. 1 compressor station. (2) The Hutchinson County No. 2 system consisting of approximately 5 miles of 6 inch and 5 miles of 4 inch gathering lines, upstream of the suction of Northern's Hutchinson County No. 2 compressor station. Material assets are listed in Annex 2 for Northern Natural system 37.

*Northern Natural System 79—Perryton System*

Ochiltree County, TX  
Beaver County, OK

*Assets:* The Northern-owned facilities upstream of the suction of Northern's Perryton Compressor Station. The facilities consist of approximately one quarter mile of 2 inch, 89 miles of 4 inch, 58 miles of 6 inch, 23 miles of 8 inch, 4 miles of 10 inch, and 10 miles of 16 inch gathering lines. Material assets are listed in Annex 2 for Northern Natural system 79.

ANNEX 1 TO SCHEDULE A  
[Transwestern Gathering Company]

S	Line seg	Description	WH	Comp	Line	Meter	Comp. H/P	Pipe diameter	Pipe length	Pipe 2 diameter	Pipe 2 length
3	CA-1	4" SHEPHERD #1/L E MAYER #1 LAT.		X		0	0	6.6	31680.	0.0	0.00
3	CA-1	MTR STA SHL MAYER WL1.	X			42800	0	4.5	100.	0.0	0.00

ANNEX 1 TO SCHEDULE A—Continued  
 [Transwestern Gathering Company]

S	Line seg	Description	WH	Comp	Line	Meter	Comp. H/P	Pipe diameter	Pipe length	Pipe 2 diameter	Pipe 2 length
3	CA-1	MTR STA SHL SHEPRD WL1.	X			42810	0	4.5	100.	0.0	0.00
3	CA-1-01	IRWIN #1-20 WL LN	X			41610	0	4.5	422.	0.0	0.00
3	CA-1-01	SHELL-TUBB #1-30 WL LN.	X			41630	0	4.5	400.	0.0	0.00
3	CA-1-01	PEETOOM #1-29 WELL LINE.	X			41660	0	4.5	5280.	0.0	0.00
3	CA-1-02	SHELL-OHEARN #1-32 WELL.	X			41620	0	4.5	6864.	0.0	0.00
3	CA-1-02	SHELL-WHITE #1-31 WELL.	X			41640	0	4.5	400.	0.0	0.00
3	CA-1-03	WHITE B #1-5 WELL LINE.	X			42830	0	4.5	14256.	0.0	0.00
3	CA-1-03	PHIL-DRAKE #1-6 WEL LN.	X			42840	0	4.5	106.	0.0	0.00
3	CA-1-04	PEARSON #1 4 LN & EQ	X			41590	0	0.0	0.	0.0	0.00
3	CA-1-04	CONN KELLN 11-1	X			41750	0	0.0	0.	0.0	0.00
3	CA-1-04	SWENN #1 4 LN & EQ	X			42870	0	4.5	5808.	0.0	0.00
3	CA-1-04	MESA PETROLEUM CO—#1 PIERSALL.	X			43090	0	0.0	0.	0.0	0.00
3	CA-1-05	CONN SHELL—#2-31 WHITE.	X			41730	0	4.5	2600.	0.0	0.00
3	CA-1-05	CONN CNG-STATE UNIT #1.	X			43210	0	0.0	0.	0.0	0.00
3	CA-2	CONNMEDALLION PETR-WHITE A#1&2.	X			41021	0	0.0	0.	0.0	0.00
3	CA-2	STATE #1-36	X			41690	0	0.0	0.	0.0	0.00
3	CA-2	WHITE A #1-1 WELL LN	X			42820	0	4.5	53.	0.0	0.00
3	VH-1	12" IVANHOE & CATESBY LAT.			X	0	0	12.7	34320.	0.0	0.00
3	VH-1	CONNMEWBOURNE OIL #1-24 WYNN.	X			41911	0	0.0	0.	0.0	0.00
3	VH-1	TW #745 IVANHOE/ CATESBY COMP.		X		0	422	0.0	0.	0.0	0.00
3	VH-1-01	BERYL JET #1-14 WL LN.	X			42690	0	4.5	158.	0.0	0.00
3	VH-1-04	CONN BURKHART #1-15 BEDELL INOIN FL.	X			41910	0	0.0	0.	0.0	0.00
3	VH-2-01	CONNMARLIN OIL #1 HALLIBURTON.	X			41740	0	4.5	2050.	0.0	0.00
3	VH-2-01	FOX #1 WL LN	X			41970	0	0.0	0.	0.0	0.00
3	VH-2-01	BOCKELMAN #1-17 WL LN.	X			42760	0	4.5	106.	0.0	0.00
3	VH-2-02	MTR STA UNION DYCHE WL.	X			41020	0	4.5	4852.	0.0	0.00
3	VH-2-03	4" O'HARE W/KAISER FRANCIS-REDELSPERGR#1.	X			40301	0	0.0	0.	0.0	0.00
3	VH-2-03	OHAIR #1-40 TIN WL LN	X			42770	0	4.5	5280.	0.0	0.00
3	VH-2/3	10" CATESBY EXTENSION.			X	0	0	10.7	44880.	0.0	0.00
3	VH-3	MCCLURE #1-13 WELL LINE.	X			41680	0	4.5	400.	0.0	0.00
3	VH-3-01	SUE HILL #1	X			41700	0	4.5	1750.	0.0	0.00
4	FC-1	CONN TEX OKG—#2 PINKARD "B".	X			38980	0	0.0	0.	0.0	0.00
4	FC-1	FRASS-COMO FLD TW #746.		X		0	0	0.0	0.	0.0	0.00
4	FC-1/2	8" COMO J FRASS FLD LAT.			X	0	0	8.6	52800.	0.0	0.00
4	FC-2	DAROVZET SALES MTR STA.	X			20	0	0.0	0.	0.0	0.00
4	FC-2-02	MTR STA HUM-FRASS #B-1.	X			3651	0	4.5	3980.	0.0	0.00
4	FC-2-02	MTR STA HBL-FRASS WL-1.	X			3653	0	4.5	8220.	0.0	0.00
4	FC-2-03	CONN NAT GAS ANADARKO #1-26 DEPEW.	X			43340	0	4.5	10500.	0.0	0.00

ANNEX 1 TO SCHEDULE A—Continued  
[Transwestern Gathering Company]

S	Line seg	Description	WH	Comp	Line	Meter	Comp. H/P	Pipe diameter	Pipe length	Pipe 2 diameter	Pipe 2 length
4	FC-3	8" COMO & FRASS FLD LAT.			X	0	0	8.6	25080.	0.0	0.00
4	FC-3-01	4" HOWARD/MAHAFFEY/MIER/ANDERSON.			X	0	0	6.6	13200.	0.0	0.00
4	FC-3-01	MTR STA CSO VICKERS WL.	X			42530	0	4.5	100.	0.0	0.00
4	FC-3-2	PHILLIPS EXCHANGE 3 SIDE VLVS.	X			952	0	0.0	0.	0.0	0.00
4	FC-5-02	CONN FALCON-CLENNEY #1.	X			40390	0	4.5	25.	0.0	0.00
4	FC-5-02	CONN FALCON-SCHUSTER #1.	X			40400	0	4.5	20600.	0.0	0.00
4	FC-5-05	CONN FALCON-CLENNEY #2.	X			40430	0	4.5	400.	0.0	0.00
4	FC-5-07	CONN NAT GAS ANDRKO #1-2 DICK BVR.	X			40460	0	4.5	8037.	2.3	136.00
4	FC-5-08	CONNMEWBOURNE #1 BARNES 14 BEAVER.	X			40520	0	4.5	2540.	0.0	0.00
5	FT-1	LFR B&T-R #1 TO LIP-M.			X	0	0	4.5	29040.	0.0	0.00
5	FT-1	CONN SAM REGER #1	X			36100	0	4.5	100.	0.0	0.00
5	FT-1-01	CONN COTTON #1 KRAFT.	X			37800	0	4.5	3600.	0.0	0.00
5	FT-1-02	FARM TAP MERLIN LAUBHAM.	X			3110	0	0.0	0.	0.0	0.00
5	FT-1-02	FARM TAP-RUSSELL Siner.	X			3490	0	0.0	0.	0.0	0.00
5	FT-1-03	CONN JACK G JONES-#1 MASON.	X			38030	0	0.0	0.	0.0	0.00
5	FT-1-03	CONN COTTON-#1 LAUBHAN.	X			38480	0	4.5	9800.	0.0	0.00
5	FT-2-04	CONN LAUBHAN UNIT A #1.	X			36220	0	4.5	50	0.0	0.00
7	EL-1	4" E. LIPSCOMB FLD LAT.			X	0	0	4.5	22176.	4.0	480.00
7	EL-1	LINE PARKER 1 4 IN	X			35710	0	4.5	272.	0.0	0.00
7	EL-1	LINE SHULTZ C-1 4 IN	X			35790	0	4.5	272.	0.0	0.00
7	EL-1	EAST LIPS TW #858		X		0	500	0.0	0.	0.0	0.0
7	EL-1-01	LINE TYSON A-1 4 IN	X			35680	0	4.5	4646.	0.0	0.0
7	EL-1-01	LINE SHULTZ 2-5625 4 IN.	X			35760	0	4.5	4176.	0.0	0.00
7	EL-1-02	CONN HUMBLE-1 W M SCHULTZ UNIT.	X			35932	0	4.5	5280.	0.0	0.00
7	EL-1-02	CONN 1 SCHULTZ	X			35940	0	4.5	2200.	0.0	0.00
7	KC-1	6" LIBSCOMB F/PIPER #2 LIPSCOMB LAT.			X	0	0	6.6	13781.	0.0	0.00
7	KC-1	LINE PIPER 2 6 IN	X			35730	0	4.5	272.	0.0	0.00
7	KC-1	LINE SHULTZ B-2 6 IN	X			35740	0	4.5	272.	0.0	0.0
7	KC-1	KIOWA CREEK #1 TW #828.		X		0	1100	0.0	0.	0.0	0.00
7	KC-1-02	4" LIPSCOMB F/YAUCK/DUKE/SHULTZ B.			X	0	0	4.5	12619.	0.0	0.00
7	KC-1-02-01	NATOMAS #1 YAUCK TW #855.		X		0	42	0.0	0.	0.0	0.00
7	KC-1-03	CONN SCRATH OIL-PIPER #689.	X			9750	0	0.0	0.	0.0	0.00
7	KC-1-03	CONN SCARTH PETR-#601-1 PIPER.	X			38360	0	4.5	300.	0.0	0.00
7	KC-1-03	CONN SCARTH-PIPER 600-1.	X			38400	0	0.0	0.	0.0	0.00
7	KC-1-03	CONN SCARTH-PIPER 601-2.	X			38410	0	0.0	0.	0.0	0.00
7	KC-1-03	CONN MAY PETRO PIPER RNCH #1 ZIPSCO.	X			55120	0	0.0	0.	0.0	0.00
7	KC-1-05	MTR RUN-NEWBORURNE-SCHULTZ #1.	X			38160	0	2.3	30.	0.0	0.00

ANNEX 1 TO SCHEDULE A—Continued  
[Transwestern Gathering Company]

S	Line seg	Description	WH	Comp	Line	Meter	Comp. H/P	Pipe diameter	Pipe length	Pipe 2 diameter	Pipe 2 length
7	KC-1-06	CONN NAT GAS-ANADARKO #1-544 OWENS.	X			38890	0	4.5	2600.	0.0	0.00
7	KC-1-06	CONN EXXON-#7 OLA O PIPER.	X			38900	0	4.5	6000.	0.0	0.00
7	KC-1-07	CONN MAY PET-WM SCHULTZ #1.	X			55130	0	0.0	0.	0.0	0.00
7	KC-1-08	CONN MEWBOURNE #1 DUCE "781".	X			55230	0	4.5	2882.	2.3	83.00
7	KC-1-08	CONN MEWBOURNE #1 SCHULTZ "761".	X			55240	0	4.5	873.	2.3	152.00
7	KC-1/2/3	6" KIOWA CREEK LAT ..			X	0	0	6.6	66264.	0.0	0.00
7	KC-1/2/3 / KC-3-5/6.	EXT KIOWA CREEK T/LEAR PET 6" LINE.			X	0	0	6.6	27262.	6.6	151.00
7	KC-2	CONN OLA #1 .....	X			36384	0	6.0	1750.	0.0	0.00
7	KC-2	KIOWA CREEK STA#2-TW #865.		X		0	1050	0.0	0.	0.0	0.00
7	KC-2-01	MTR STA APAH LAURE WL1.	X			36340	0	4.5	13200.	0.0	0.00
7	KC-2-03	CON BRADFORD FD CSG HD.	X			36320	0	4.5	106.	0.0	0.00
7	KC-2-03	PURDOM #1 4LN & EQ ..	X			37190	0	4.5	422.	0.0	0.00
7	KC-2-03	CONN FALCON-PURDOM UNIT #1.	X			38340	0	0.0	0.	0.0	0.00
7	KC-2-04	CONN COTTON PETR-1-A-PIPER.	X			36720	0	4.0	1000.	0.0	0.00
7	KC-2-206	CONN COTTON PETR-1 BRADFORD "B".			x	0	0	4.5	3100.	0.0	0.00
7	KC-2-06	CON UNAPACHE-BRADFOD #1.	X			36300	0	6.6	10560.	0.0	0.00
7	KC-2-06	CONN DIAMOND-#3 688 OLA O PIPER.	X			37741	0	4.5	4500	0.0	0.00
7	KC-2-06	CON COTTON-BRADFORD #2.	X			38320	0	0.0	0.	0.0	0.00
7	KC-2-07	PAN PET HLTON #1 WL LN.	X			36830	0	4.5	3000.	0.0	0.00
7	KC-2-07	CONN COTTON PETR-1 FAIR.	X			36880	0	4.5	4400.	0.0	0.00
7	KC-2-10	CON APACHE BRADFORD #3.	X			33652	0	0.0	0.	0.0	0.00
7	KC-2-10	CONN COTTON-#4 OLA PIPER.	X			37720	0	0.0	0.	0.0	0.00
7	KC-2-10	CONNMEWBOURNE-BRADFORD #1.	X			38690	0	0.0	0.	0.0	0.00
7	KC-2-12	CONN COTTON #2 PIPER A.	X			37790	0	4.5	900	0.0	0.00
7	KC-2-13	CONN COTTON PETROLEUM-1 PIPER.	X			36710	0	4.0	400.	0.0	0.00
7	KC-2-13	CONN COTTON PETR-1 PIPER "B".	X			36730	0	4.5	2900.	0.0	0.00
7	KC-2-14	CONNMEWBOURNE #2 BRADFORD.	X			36650	0	4.5	640.	0.0	0.00
7	KC-3	6" KIOWA CREEK LATERAL.			X	0	0	6.6	5500.	0.0	0.00
7	KC-3	CONN ARCO-#2 FRED LOESCH.	X			38700	0	4.5	900.	0.0	0.00
7	KC-3-02	CONN MEDALLION #1 ...			X	0	0	4.5	15840	0.0	0.00
7	KC-3-02	CONN SINCLAIR-LOESCH #1.	X			36032	0	4.5	1684.	0.0	0.00
7	KC-3-02	CONN FULTON SELL #4	X			38886	0	0.0	0.	0.0	0.00
7	KC-3-07	CONN DIAMOND-OLA PIPER 1-691.			X	0	0	6.6	4300.	0.0	0.00
7	KC-3-07	CONN ARCO-#1 MARGARET L DIXON.	X			38810	0	4.5	600.	0.0	0.00
7	KC-3-08	CONN ARCO-# HALBROOK DAILY WELL.	X			38740	0	4.5	11000.	0.0	0.00
7	KC-3-09	CONN ARCO-#1 PAINE BROS CO.	X			38871	0	4.5	6400.	0.0	0.00

ANNEX 1 TO SCHEDULE A—Continued  
[Transwestern Gathering Company]

S	Line seg	Description	WH	Comp	Line	Meter	Comp. H/P	Pipe diameter	Pipe length	Pipe 2 diameter	Pipe 2 length
7	KC-3-10	CONN ARCO-#1 FULTON-SELL.	X			388222	0	4.5	1500.	0.0	0.00
7	KC-3-10	CONN FULTON SELL #3	X			38885	0	0.0	0.	0.0	0.00
7	KC-3-11	CONN AMOCO-#2 LILLIE M PETERSON.	X			33680	0	4.5	2000.	0.0	0.00
7	KC-3-15	CONN ARCD-SORENSEN DIXON CENT POINT.	X		X	55210	0	4.0	880.	0.0	0.00
7	KC-3A	6" KIOWA CREEK LAT ..			X	0	0	2.3	280.	0.0	0.00
8	SG-1	TAP TO INTERNORTH MEIER #1 LIPSC.	X			16200	0	0.0	0.	0.0	0.00
8	SG-1	CONN JERNIGAN-BATTIN #1.	X			38280	0	0.0	0.	0.0	0.00
8	SG-1-01	CONN FILON EXPL-#1 FRITZ.	X			41340	0	4.5	5500.	0.0	0.00
8	SG-1/2	4" W A MEIER #1& ANNA RUF #1 WELLS, TX.			X	0	0	4.5	21120.	0.0	0.00
8	SG-2	4" LAT TO W A MEIER #1 & ANNA RUF #1 WEL.			X	0	0	4.5	26400.	0.0	0.00
8	WC-1	PRICE 2 WOLF CK 4 IN	X		35660	0	0	4.5	272.	0.0	0.00
8	WC-1	WOLF CREEK TW #755 & 853.		X		0	1470	0.0	0.	0.0	0.00
8	WC-1-01	PRICE IB WOLF CK 4 IN	X			35650	0	4.5	2635.	0.0	0.00
8	WC-1-02	CONN EXXON-#4 WIL-LIS D PRICE "B".	X			38310	0	4.5	1800.	0.0	0.00
8	WC-1-02	CONN EXXON-#5 WIL-LIS D PRICE.	X			38440	0	4.5	200.	0.0	0.00
8	WC-1/2/3	6" WOLF CREEK LAT ....			X	0	0	6.6	79147.	0.0	0.00
8	WC-2	FARM TAP-MARY & ROBERT SQUIRES.	X			3460	0	0.0	0.	0.0	0.00
8	WC-2	R DOYLE 1-WOLF CK 415.	X			35630	0	4.5	272.	0.0	0.00
8	WC-2	PRICE 1 WOLF CK 4 IN .	X			35640	0	4.5	272.	0.0	0.00
8	WC-2	J DOYLE 1-WOLF CK 4 IN.	X			35770	0	0.0	0.	0.0	0.00
8	WC-2	CONNMEWBOURNE OIL CO-SQUIRE #3.	X			55540	0	4.5	2550.	0.0	0.00
8	WC-2-01	CONN HUMBLE-1 TYSON.	X			35970	0	4.5	6200.	0.0	0.00
8	WC-2-02	CONNMEWBOURNE #1 PRICE.	X			38630	0	4.5	3500.	0.0	0.00
8	WC-2-03	CONN HUMBLE-W D PRICE #4.	X			35851	0	0.0	0.	0.0	0.00
8	WC-3	BROWN 1-WOLF CRK 4 IN.	X			40200	0	4.5	272.	0.0	0.00
8	WC-3-01	CONN FILON-THORNTION TRUST #1.	X			40260	0	4.5	165.	0.0	0.00
8	WC-3-02	CONNMAPCO-LOIS BROWN #2-27.	X			41460	0	0.0	0.	0.0	0.00
8	WC-3-02	CONNMAPCO-BROWN 1-26.	X			41470	0	0.0	0.	0.0	0.00
8	WC-3-02	CONNMAPCO-PIERCE #1-28.	X			41480	0	0.0	0.	0.0	0.00
8	WC-3-03	SHERRILL OU 1#1 WL LN.	X			40250	0	4.5	6300.	0.0	0.00
8	WC-3-05	CONN BUNKER-WAYLAND #1-5.	X			40290	0	0.0	0.	0.0	0.00
8	WC-3-06	CONN 4" JORDAN CENT DELIV PT #1.			X	0	0	0.0	0.	0.0	0.00
8	WC-3-06	CONNECT JORDAN O&G #1 CENTRAL DEL PT.	X			41510	0	4.5	20803.	0.0	0.00
8	WC-3-07	SHATTUCK OU-1 #3 WL LN.	X			41520	0	4.5	4281.	0.0	0.00
8	WC-4	GIBBS #1-19 WELL LINE.	X			40230	0	4.5	9240.	0.0	0.00



ANNEX 1 TO SCHEDULE A—Continued  
[Transwestern Gathering Company]

S	Line seg	Description	WH	Comp	Line	Meter	Comp. H/P	Pipe diameter	Pipe length	Pipe 2 diameter	Pipe 2 length
13 ....	NP-1 .....	6" F/HAN #1, WITT #1, KERSHAW #1.			X	0	0	6.6	29515	0.0	0.00
13 ....	NP-1-01 .....	INST TAP HOT-NEUFELD #1.	X			36430	0	0.0	0.	0.0	0.00
13 ....	NP-1-02 .....	CONN GARY GEORGE #1.	X			38965	0	0.0	0.	0.0	0.00
13 ....	NP-1-02 .....	CONN ANADARKO MARIE #1-62 WLDCT.	X			52190	0	0.0	0.	0.0	0.00
13 ....	NP-2 .....	MTR STA SH KERSHAW WL1.	X			37000	0	4.5	18880.	0.0	0.00
13 ....	NP-2 .....	CONN MEWBOURNE SCHWULK #1.	X			53260	0	0.0	0.	0.0	0.00
13 ....	NP-2-02 .....	HAROLD D COURSON—#1-43 WAGGONER.	X			38130	0	4.5	20.	0.0	0.00
13 ....	NP-2-03 .....	CONN FALCON-WAGGONER #1-43.	X			38080	0	4.5	1300.	0.0	0.00
13 ....	NP-2-03 .....	CONN FALCON-WAGGONER #1-43.	X			38130	0	4.5	9600.	0.0	0.00
13 ....	NP-2-04 .....	CONN COURSON #1-42 MCGARROUGH.	X			38540	0	4.5	2200.	0.0	0.00
13 ....	NP-3 .....	CONN PHILCON—1 MAXWELL.	X			36940	0	4.5	15312.	0.0	0.00
13 ....	PE-1 .....	PSHIGODO I-PP LAT 4 IN.	X			34910	0	4.5	272.	0.0	0.00
13 ....	PE-1-02 .....	CONN ANADARDO #1-661 DUDLEY.	X			38620	0	4.5	600.	0.0	0.00
13 ....	PE-1-03 .....	PHL-MC WLIB-8 PERY LAT.	X			34900	0	4.5	2900.	0.0	0.00
13 ....	PE-1-03 .....	CONN COURSON OIL AND GAS #4-571 1ST.	X			34911	0	0.0	0.	0.0	0.00
13 ....	PE-1-03 .....	CONN #1-571 1ST NATL TRUST-ACCT REC..	X			38460	0	4.5	4400.	0.0	0.00
13 ....	PE-1-04 .....	LN FR RIDGMOR TO PSH L.	X			34930	0	4.5	15840.	0.0	0.00
13 ....	PE-1-05 .....	CONN COURSON—#2-571 1ST NATL TRUST.	X			38551	0	4.5	1600.	0.0	0.00
13 ....	PE-1-06 .....	CONN NAT GAS ANADARDO #1-64 CAMP.	X			38962	0	4.5	5400.	0.0	0.00
13 ....	PE-1-06 .....	CONN SANTA FE ENRGY #2-49 WFL AR.	X			52110	0	4.5	6172.	4.5	69.00
13 ....	PE-1-06 .....	CONN NAT GAS ANADARKO 1-46 RICHARDSN.	X			52150	0	4.0	7300.	0.0	0.00
13 ....	PE-1/2/3 .....	6" & 8" N. PARRYTON ALT.			X	0	0	8.6	72072.	0.0	0.00
13 ....	PE-2 .....	LAND-EXCHANGE NN DUDE WILSON.	X			9170	6.6	0	650.	0.0	0.00
13 ....	PE-2 .....	HUM-PER WL 1-8 PERY LAT.	X			34610	0	4.5	272.	0.0	0.00
13 ....	PE-2 .....	HUM PER WL1-8 PERY LAT.	X			34811	0	4.5	272.	0.0	0.00
13 ....	PE-2 .....	PERRYTON TW #827 .....		X		0	785	0.0	0.	0.0	0.00
13 ....	PE-2-01 .....	WC HERNDON C #1 WL LN.	X			34750	0	4.5	264.	0.0	0.00
13 ....	PE-2-01 .....	W C HERNDON 1 U L WL LN.	X			37910	0	6.6	475.	0.0	0.00
13 ....	PE-2-01 .....	CONN HERNDON #1 .....	X			37970	0	4.5	2650.	0.0	0.00
13 ....	PE-2-02 .....	4" F/DUDE WILSON GW5 #1 & WG4 #1.			X	0	0	4.5	13200.	0.0	0.00
13 ....	PE-2-02 .....	JONES #2-750 WELL LINE.	X			34740	0	4.5	317.	0.0	0.00
13 ....	PE-2-02 .....	JONE #1-750 WL LN .....	X			34770	0	4.5	400.	0.0	0.00
13 ....	PE-2-03 .....	MTR STA HUM-D W WE GU4.	X			34830	0	4.5	100.	0.0	0.00
13 ....	PE-2-03 .....	DUDE WILSON GU-4 #2 WL.	X			37930	0	4.5	211.	0.0	0.00
13 ....	PE-2-04 .....	BRUHLMAN #1-17 WL LN.	X			34870	0	4.5	4752.	0.0	0.00

ANNEX 1 TO SCHEDULE A—Continued  
 [Transwestern Gathering Company]

S	Line seg	Description	WH	Comp	Line	Meter	Comp. H/P	Pipe diameter	Pipe length	Pipe 2 diameter	Pipe 2 length
13 ....	PE-2-04 .....	CONN HORIZON #2-17 BRUHLMAN.	X			52080	0	4.5	3389.	2.3	98.00
13 ....	PE-2-05 .....	PSHIGODA B #1 4LN & EQ.			X	0	0	4.5	15790.	0.0	0.00
13 ....	PE-2-05 .....	CONN EXXON CORP DUDE WILSON GU 7-3.	X			34711	0	0.0	.....	0.0	0.00
13 ....	PE-2-05 .....	CONN EXXON CORP DUDE WILSON GU 5-4.	X			34731	0	0.0	0.	0.0	0.00
13 ....	PE-2-05 .....	CONN HD WILSON GU7 #7.	X			34950	0	4.5	53.	0.0	0.00
13 ....	PE-2-07 .....	4" LN ROGERS #3-DUDE WILSON GSG LAT.	X		X	0	0	6.6	10666.	0.0	0.00
13 ....	PE-2-07 .....	CONN EXXON-#2 DUDE WILSON UNIT #2.	X			33080	0	4.5	800.	0.0	0.00
13 ....	PE-2-07 .....	D WLSN GU WL 2-DW LAT.	X			34800	0	4.5	272.	0.0	0.00
13 ....	PE-2-07 .....	ROGERS I-PP LAT 4 IN	X			34820	0	4.5	4277.	0.0	0.00
13 ....	PE-2-07 .....	MTR STA HBL ROGERS WL 3.	X			34860	0	4.5	400.	0.0	0.00
13 ....	PE-2-09 .....	HBL D WILSON 5-Z WL LN.	X			34791	0	4.5	400.	0.0	0.00
13 ....	PE-2-10 .....	CONN EXXON-DUDE WILSON #6.	X			38720	0	4.5	3000.	0.0	0.00
13 ....	PE-2-10 .....	CONN EXXON-#2 DUDE WILSON UNIT #7.	X			38760	0	4.5	600.	0.0	0.00
13 ....	PE-2-10 .....	CONN H&L OPER-#2 PSHIGODA.	X			38850	0	4.5	1200.	0.0	0.00
13 ....	PE-2-11 .....	CONN EXXON-DUDE WILSON GAS UNIT 5-3.	X			33460	0	4.5	1340.	0.0	0.00
13 ....	PE-2-12 .....	CONN EXXON-#2 DUDE WILSON UNIT #1.	X			38800	0	4.5	900.	0.0	0.00
13 ....	PE-2-13 .....	CONN EXXON-#3 DUDE WILSON UNIT #4.	X			38860	0	4.5	2135.	0.0	0.00
13 ....	PE-2-14 .....	CONN EXXON-#5 HELEN ROGERS.	X			33070	0	4.5	2400.	0.0	0.00
13 ....	PE-2-14 .....	DODSON #1-834 WL LN	X			34890	0	0.0	0.	0.0	0.00
13 ....	PE-2-16 .....	CONN SAMSON RE-SOURCES DODSON #3 OCH.	X			52121	0	4.5	738.	2.3	360.00
13 ....	PE-2-17 .....	W C HERNDON B #1-L WL LN.	X			37900	0	4.5	5808.	0.0	0.00
13 ....	PE-2-17 .....	CONN COURSON #2-662 HERNDON OCHL.	X			52160	0	0.0	0.	0.0	0.00
13 ....	PE-2-18 .....	CONN COURSON #1-747 ELDEN WAKA PRT.	X			52181	0	4.5	600.	0.0	0.00
13 ....	SH-1 .....	CON PITMAN-SWINK WL #1.	X			34700	0	4.5	100.	0.0	0.00
13 ....	SH-1-03 .....	SCHNEIDER #1-93 WL LN.	X			36410	0	4.5	24816.	0.0	0.00
13 ....	SH-1/2 .....	6" SHARE-WEST PERRYTON LAT.			X	0	0	6.6	66000.	0.0	0.00
13 ....	SH-2-02 .....	MTR STA RDG GREGG WL 1.	X			34530	0	4.5	2640.	0.0	0.00
13 ....	SH-2-02 .....	TEVIS #1-20 WL LN .....	X			36420	0	4.5	15312.	0.0	0.00
13 ....	SH-2-02 .....	CONNER #1-36 WL LN .	X			36750	0	4.5	370.	0.0	0.00
13 ....	ER-2-03 .....	SMITH #1-30 WELL LN .	X			34540	0	4.5	6864.	0.0	0.00
14 ....	ER-1/2 .....	6" ELLIS RANCH FLD LAT.			X	0	0	6.6	52800.	0.0	0.00
14 ....	ER-3 .....	6" ELLIS RANCH FLD LAT.			X	0	0	6.6	31680.	0.	0.00
14 ....	ER-3-01 .....	MTR STA H KAY NELL W#1.	X			34640	0	4.5	10560.	0.0	0.00

ANNEX 1 TO SCHEDULE A—Continued  
[Transwestern Gathering Company]

S	Line seg	Description	WH	Comp	Line	Meter	Comp. H/P	Pipe diameter	Pipe length	Pipe 2 diameter	Pipe 2 length
14	ER-3-01	CONN AMOCO—#2 KAYNELL-HAMKER TRUSTA.	X			38710	0	0.0	0.	0.0	0.00
14	ER-3-02	ARTHUR MORGAN #1 WL LN.	X			34660	0	4.5	19008.	0.0	0.00
14	ER-3-03	MORRIS C-1 4 LN & EQ	X			34940	0	4.5	370.	0.0	0.00
14	ER-3-04	CONNMEWBOURNE— #1 MORRIS.	X			38610	0	4.5	6400.	0.0	0.00
14	ER-3M	4" MITCHELL #1 & #A-1 LAT.			X	0	0	4.5	4224.	0.0	0.00
14	ER-3M1	4" MITCHELL #1 & #A-1 LAT.			X	0	0	4.5	10560.	0.0	0.00
14	GR-1	PERRY A #1-730 WL LN	X			36490	0	6.6	45408.	0.0	0.00
14	GR-1-01	CONN ANDARKO #1-58 SELL NORTHRUP.	X			55360	0	0.0	0.	0.0	0.00
14	GR-1-01	WHEAT #1-678 WL LN ..	X			37130	0	4.5	53.	0.0	0.00
14	GR-1-01	SHELL-WHEAT #1-732 WL LN.	X			37150	0	6.6	7920.	0.0	0.00
14	GR-1-01	CONNMEWBOURNE— PERRY #2.	X			38680	0	0.0	0.	0.0	0.00
14	GR-1-02	CONN DICK BARTON #1	X			37260	0	6.6	7920.	0.0	0.00
14	GR-1-03	CONN APACHE-MILES UNIT #1.	X			34484	0	4.5	1600.	0.0	0.00
14	GR-1-03	CONN APACHE HARRY L KING #1.	X			36470	0	6.6	21120.	0.0	0.00
14	GR-1-03	CONN MOUNTAIN FRONT VARIOUS WELLS.	X			36471	0	0.0	0.	0.0	0.00
14	GR-1-04	CONN TED WEINER- MRS Z D GUY-1.	X			37400	0	4.5	1700.	0.0	0.00
14	GR-1-07	CONNMEWBOURNE— #1 PERRY.	X			38600	0	4.5	2100.	0.0	0.00
14	GR-1-09	CONN TARPON OIL-H PEERY #2.	X			36480	0	6.6	7392.	0.0	0.00
14	GR-2	GRAY ROCK TW #826 ...		X		0	785	0.0	0.	0.0	0.00
14	KC-3-02	MTR STA FAL SEA-HAN #1..	X			36060	0	4.5	7920.	4.5	100.00
14	KC-3-03	LANDERS #1 WL LN .....	X			37162	0	4.5	6864.	0.0	0.00
14	KC-3-12	CONN COURSON OIL #2-855 LANDERS.	X			55101	0	4.5	2520.	0.0	0.00
20	BH-1/2/3/4/5	8" HANSFORD LAT .....			X	0	0	8.6	63360.	0.0	0.00
20	BH-2	BRILLHART TW #748 & 796.		X		0	1493	0.0	0.	0.0	0.00
20	BH-2-01	LAT 4 GANDY & GLOV- ER TO BRILLHART.			X	0	0	4.0	10800.	0.0	0.00
20	BH-2-01	GO-GAND WL LN- BRLHT LT.	X			33930	0	4.5	21120.	4.5	100.00
20	BH-2-03	FARM TAP—GEORGE C. COLLARD.	X			352	0	0.0	0.	0.0	0.00
20	BH-2-04	CONN GULF-LOWE-1 ...	X			33440	0	4.0	6000.	0.0	0.00
20	BH-2-04	CONN BILLINGSLEY #1 .	X			33840	0	0.0	0.	0.0	0.00
20	BH-2-05	HORIZON-LOWE #1 WL LN.	X			33960	0	4.5	5808.	0.0	0.00
20	BH-2-05	BALLARD #1-123 WL LN	X			33990	0	4.5	5808.	0.0	0.00
20	BH-2-06	CONN BROCK EXPL CORP #1 ANDERSON.	X			33411	0	0.0	0.	0.0	0.00
20	BH-2-06	MTR STA HOR OG COP WL 1.	X			33970	0	4.5	7920.	0.0	0.00
20	BH-2-07	CONN GULF-RHODA HART—1.	X			33400	0	8.0	5280.	0.0	0.00
20	BH-3	CONN UNIT DRILL & EXPL NO 1 BECK.	X			33090	0	4.5	120.	0.0	0.00
20	BH-3-01	FUR-MUR WL LN- BRLHT LT.			X	0	0	4.5	15240.	0.0	0.00
20	BH-3-01	CONN MARY #2 .....	X			33982	0	2.0	60.	0.0	0.00
20	BH-3-03	CONNMEWBOURNE- HIGGS #1.	X			33160	0	0.0	0.	0.0	0.00
20	BH-3/4	8" BERNSTEIN LAT .....			X	0	0	8.0	52800.	0.0	0.00
20	BH-4	8" BRILLHART LAT .....			X	0	0	8.6	36960.	0.0	0.00

ANNEX 1 TO SCHEDULE A—Continued  
[Transwestern Gathering Company]

S	Line seg	Description	WH	Comp	Line	Meter	Comp. H/P	Pipe diameter	Pipe length	Pipe 2 diameter	Pipe 2 length
20	BH-4-01	FARM TAP-PAT PAT-TERSON/ROBERT H. ARCHER.	X			401	0	0.0	0.	0.0	0.00
20	BH-4-01	GO-STL WL LN-BRLHT LAT.	X			33870	0	4.5	15840	0.0	0.00
20	BH-5-03	CONNMARLIN OIL #1 SUE.	X			53250	0	0.0	0.	0.0	0.00
20	BH-5-04	CONN HORIZON TX BRILHRT 1-6 HNGFRD.	X			53230	0	4.0	3000.	0.0	0.00
21	JC-1	CONN BARBOUR ENERGY CORP. #1 JARVIS.	X			33110	0	0.0	0.	0.0	0.00
21	JC-1	JOHN CREEK TW #747		X		0	708	0.0	0.	0.0	0.00
21	JC-1/2	6" JOHN CREEK LAT			X	0	0	6.6	4382.	0.0	0.00
21	JC-2	JOHN CREEK CROSS-OVER.	X			9238	0	0.0	0.	0.0	0.00
21	JC-2	MTR STA SUN O-MIN K #1.	X			33700	0	4.5	4752.	0.0	0.00
21	JC-2	MTR STA GLE MATT WLI A.	X			33941	0	6.6	18480.	4.5	100.00
21	JC-2-01	4" LAT F/JACKSON #1 & K L WEST #1.			X	0	0	4.5	13200.	0.0	0.00
21	JC-2-01	ARCHER #1-72 WELL LINE.	X			33730	0	4.5	317.	0.0	0.00
21	JC-2-02	PAN AM-BRAINARD #1 LN.	X			33780	0	4.5	5280.	0.0	0.00
21	JC-2-02	MATHEWS #1 4LN & EQ	X			38000	0	4.5	6336.	0.0	0.00
21	JC-2-2	MATHEWS #1-80 WL LN	X			35052	0	4.5	264.	0.0	0.00
21	JC-3	CLEMENT #1-14 WL LN	X			33980	0	4.5	28512.	0.0	0.00
21	JC-3	CONN HORIZON #1 CONVERSE A OCHLTR.	X			53240	0	0.0	0.	0.0	0.00
21	JC-3-01	PAN AM-BECK B #1 LN	X			35061	0	4.5	264.	0.0	0.00
21	LP-1-01	FLOWERS #1-5 5 WL LN.	X			35041	0	4.5	158.	0.0	0.00
21	LP-1-02	CONN #2 REED	X			33650	0	4.5	4900.	0.0	0.00
21	LP-1-02	CONN ELEANOR REED WELL #1.	X			35071	0	4.5	264.	0.0	0.00
21	LP-1-04	CONN AMOCO PRO #2 WB MCINTIRE "A".	X			52240	0	4.5	1800.	0.0	0.00

ANNEX 2 TO SCHEDULE A

Res sys	Fn	State	Acct sys	Loc	Location description	Area	Line No.	Map ref
<b>SPEARMAN</b>								
35	GP	TX	75	30101	LIPS AS WELL GATH/TEXAS	A	TG 30101	T-2.
35	GP	TX	75	30301	JOHNSON #1 WELL GATH/TEXAS	A	TG 30301	T-2.
35	GP	TX	75	30401	STATEX NITSCHKE #1 WELL GATH/TEXAS	A	TG 30401	T-2.
35	GP	TX	75	31001	BULTMAN #1 WELL GATH/TEXAS	A	TG 31001	T-2.
35	GP	TX	75	32101	LIPS B1 WELLO GATH/TEXAS	A	TG 32101	T-2.
35	GP	TX	75	33201	KNOX PIPKIN #1-28 WELL GATH/TEXAS	A	TG 33201	T-2.
35	GP	TX	75	38601	KILEBREW WELL GATH/TEXAS	A	TG 38601	T-2.
35	GP	TX	75	43801	FLOWERS #1 WELL GATH/TEXAS	A	TG 43801	T-2.
35	GP	TX	75	48001	SPEARMAN 16IN SUCTION GATH/TEXAS	A	TG 48001	T-2.
35	GP	TX	75	53601	FLOWERS #1/FLOWERS #1 TIE-IN	A	TG 53601	T-2.
35	GP	TX	75	61401	LIPS RANCH GATH/TEXAS	A	TG 61401	T-2.
35	GP	TX	75	72301	ROBERTS COUNTY #1 SUCTION LINE/TX	A	TG 72301	T-2.
35	GP	TX	75	73501	ROBERTS CO #1 LINE/TEXAS	A	TG 73501	T-2.
35	GP	TX	75	81191	HODGES #1-39 WEKK GATHERING/TEXAS	A	TG 81191	T-2.
35	GP	TX	75	86901	LIPS RANCH LATERAL	A	TG 86901	T-2.
35	GP	TX	75	87001	LIPS RANCH TIE-OVER LINE	A	TG 87001	T-2.
35	GP	TX	75	24001	<b>NORTH OF SPEARMAN GATH/TEXAS</b>	<b>A</b>	<b>TG24001</b>	<b>T-3.</b>
35	GP	TX	75	24601	MCCARTY A1 WELL GATH/TEXAS	A	TG 24601	T-3.
35	GP	TX	75	24701	VERNON A1 WELL GATH/TEXAS	A	TG 24701	T-3.
35	GP	TX	75	31601	KIRK #1 WELL GATH/TEXAS	A	TG 31601	T-3.
35	GP	TX	75	32801	JACKSON A#1 UT/LT WELL GATH LINE/TX	A	TG 32801	T-3.

ANNEX 2 TO SCHEDULE A—Continued

Res sys	Fn	State	Acct sys	Loc	Location description	Area	Line No.	Map ref
35	GP	TX	75	32901	WILMETH WELL GATH/TEXAS	A	TG 32901	T-3.
35	GP	TX	75	33501	ODC #1-44 WELL GATH/TEXAS	A	TG 33501	T-3.
35	GP	TX	75	34701	REX #1 WELL GATH/TEXAS	A	TG 34701	T-3.
35	GP	TX	75	35001	YANDA ET AL WELL GATH/TEXAS	A	TG 35001	T-3.
35	GP	TX	75	35101	KENNY WELL GATH/TEXAS	A	TG 35101	T-3.
35	GP	TX	75	38501	CLEMENTINE-LEE WELL GATH/TEXAS	A	TG 38501	T-3.
35	GP	TX	75	38801	JACKSON #1LT/BEULAH #1 TIE-IN GATH	A	TG 38801	T-3.
35	GP	TX	75	38901	BRAINARD #3 WELL GATH/TEXAS	A	TG 38901	T-3.
35	GP	TX	75	40601	MCINTIRE #1-LT AND UT WELL GATH/TEXAS	A	TG 40601	T-3.
35	GP	TX	75	41201	BEULAH #1 WELL GATH/TEXAS	A	TG 41201	T-3.
35	GP	TX	75	46101	MATHEWS #2 WELL GATH/TEXAS	A	TG 46101	T-3.
35	GP	TX	75	60801	COOKE #1C WELL GATH/TEXAS	A	TG 60801	T-3.
35	GP	TX	75	64201	CROWE 7-58 WELL GATH/TEXAS	A	TG 64201	T-3.
35	GP	TX	75	86801	BRACKEN ENERGY-ETLING #1-8	A	TG 86801	T-3.
<b>FULLER</b>								
37	GP	TX	55	53401	FISHER #1 WELL GATH/TEXAS	A	TG 53401	T-3.
37	GP	TX	55	53701	R WAMBLE #1	A	TG 53701	T-3.
37	GP	TX	55	53801	PEARL #1	A	TG 53801	T-3.
37	GP	TX	55	53901	BOARD #1 WELL GATH/TEXAS	A	TG 53901	T-3.
37	GP	TX	55	59201	GENE CLUCK #1 WELL GATHERING LINE/T	A	TG 59201	T-3.
<b>PERRYTON</b>								
79	GP	OK	44	16701	GEORGE MOUNTS WELL GATH/OKLAHOMA	A	OG 16701	O-13.
79	GP	OK	44	17801	SIMS #1 LATERAL GATH/OKLAHOMA	A	OG 17801	O-13.
79	GP	OK	44	24001	WILSON #1 GATH/OKLAHOMA	A	OG 24001	O-13.
79	GP	OK	44	27301	PALMER #1 WELL GATH/OKLAHOMA	A	OG 27301	O-13.
79	GP	OK	44	31901	PITTMAN #1 WELL/GATH/OKLAHOMA	A	OG 31901	O-13.
79	GP	OK	44	47201	BECKWITH 1-22 WELL GATHERING/OKLA	A	OG 47201	O-13.
79	GP	OK	44	50501	NAYLOR #1 WELL GATH/OKLA	A	OG 50501	O-13.
79	GP	TX	71	21301	CUTTER #1 WELL GATH/TEXAS	A	TG 21301	T-2.
79	GP	TX	71	21401	PHISGODA #1 WELL GATH/TEXAS	A	TG 21401	T-2.
79	GP	TX	71	21501	ORINGDERFF WELL GATH/TEXAS	A	TG 21501	T-2.
79	GP	TX	71	21601	WRIGHT #1 WELL GATH/TEXAS	A	TG 21601	T-2.
79	GP	TX	71	21701	SCHOENHALS #1 WELL	A	TG 21701	T-2.
79	GP	TX	71	21801	GEORGE MOUNTS #1 WELL GATH/TEXAS	A	TG 21801	T-2.
79	GP	TX	71	27301	PALMER #1 WELL GATH LINE/TEXAS	A	TG 27301	T-2.
79	GP	TX	71	28401	GEORGE #1 WELL GATH/TEXAS	A	TG 28401	T-2.
79	GP	TX	71	28801	LE MASTER #1 WELL GATH/TEXAS	A	TG 28801	T-2.
79	GP	TX	71	30801	ODELL LA MASTER WELL GATH/TEXAS	A	TG 30801	T-2.
79	GP	TX	71	32301	GREENE #1 WELL	A	TG 32301	T-2.
79	GP	TX	71	32601	SIMS #1-36L WELL GATH/TEXAS	A	TG 32601	T-2.
79	GP	TX	71	34301	MOYES-GEORGE #1 WELL GATH/TEXAS	A	TG34301	T-2.
79	GP	TX	71	38701	PERRY #1 WELL GATH/TEXAS	A	TG 38701	T-2.
79	GP	TX	71	39201	PERRY B1 WELL GATH/TEXAS	A	TG 39201	T-2.
79	GP	TX	71	71701	SCHULTZ #1 WELL GATHERING/TEXAS	A	TG 71701	T-2.
79	GP	TX	71	80031	BATMAN #1-21 SIDE VALVE/TEXAS	A	TG 80031	T-2.
79	GP	TX	71	80751	TANDY #1 WELL GATHERING LINE/TX	A	TG 80751	T-2.

ITEM IN BOLD REFLECTS A PORTION OF THE TOTAL LINE NO. REFERENCED AS TG24001

The facilities for line no. TG24001 include only the following facilities: Buckner A1 wellhead facilities and approximately 3.4 miles of 4-inch pipeline from well connection in section 20 to side valve on the 10-inch TG24001 in section 27; and approximately 6.5 miles of 4-inch pipeline from a side valve on TG64201 in section 25 to a side valve on the 10-inch TG24001 in section 30 (including well facilities for G1, G1A, G2, & G3).

This Interim Agreement ("Agreement") is by and among Phillips Petroleum Company ("Phillips"), a corporation organized, existing and doing business under and by virtue of the laws of the state of Delaware, with its principal executive offices located at Phillips Building, Bartlesville, Oklahoma 74004; Enron Corp. ("Enron") a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its principal executive offices located at 1400 Smith Street, Houston, Texas 77002; and the Federal

Trade Commission ("Commission"), an independent agency of the United States Government, established under the Federal Trade Commission Act of 1914, 15 U.S.C. § 41, et seq. (collectively, the "Parties").

**Premises**

Whereas, on November 15, 1994, Phillips entered into an Agreement to acquire certain voting securities from Enron, as further described in the "Acquisition" definition in the Agreement Containing Consent Order

between Phillips, Enron, and the Commission; and

Whereas, the Commission is now investigating the Acquisition to determine whether it would violate any of the statutes enforced by the Commission; and

Whereas, if the Commission accepts the Agreement Containing Consent Order ("Consent Order"), the Commission must place it on the public record for a period of at least sixty (60) days and may subsequently withdraw such acceptance pursuant to the

provisions of Section 2.34 of the Commission's Rules; and

Whereas, under the Consent Order, Enron will not sell, transfer or otherwise convey, directly or indirectly, to Phillips certain assets listed in Schedule A of the Consent Order in connection with the Acquisition; and

Whereas, the Commission is concerned that if an understanding is not reached to preserve the status quo ante, divestiture resulting from any proceeding challenging the legality of the Acquisition might not be possible, or might be a less than effective remedy; and

Whereas, the purpose of this Agreement is to preserve the status quo ante pending Commission acceptance or rejection of the proposed Consent Order and to preserve a remedy for any anticompetitive effects of the Acquisition; and

Whereas, Phillips and Enron's entering into this Agreement shall in no way be construed as an admission by Phillips and Enron that the Acquisition is illegal or anticompetitive; and

Whereas, Phillips and Enron understand that no act or transaction contemplated by this Agreement shall be deemed immune or exempt from the provisions of the antitrust laws or the Federal Trade Commission Act by reason of anything contained in this Agreement.

Now, therefore, with the understanding that the Commission has not yet determined whether the Acquisition will be challenged, and in consideration of the Commission's agreement that, unless the Commission determines to reject the Consent Order, it will not seek further relief from Phillips and Enron with respect to the Acquisition (except that the Commission may exercise any and all rights to enforce this Agreement and the Consent Order to which it is annexed and made a part thereof,) the Parties agree as follows:

1. Phillips and Enron agree to execute and be bound by the Consent Order. Phillips, Enron, and the Commission further agree that each term defined in the Consent Order shall have the same meaning in this Agreement.

2. Phillips and Enron agree that from the date this Agreement is accepted until the earlier of the dates listed in subparagraphs 2.a. and 2.b., they will not consummate the Acquisition:

a. Three (3) business days after the Commission withdraws its acceptance of the Consent Order pursuant to the provisions of Section 2.34 of the Commission's rules; or

b. One day after the Consent Order becomes final.

3. Should the Federal Trade Commission seek in any proceeding to compel Phillips to divest itself of the voting securities acquired in the Acquisition, or assets conveyed pursuant thereto, or to seek any other injunctive or equitable relief, Phillips and Enron shall not raise any objection based on the expiration of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 or the fact that the Commission has permitted the Acquisition. Phillips and Enron also waive all rights to contest the validity of this Agreement.

4. For the purpose of determining or securing compliance with this Agreement, subject to any legally recognized privilege, and upon written request with reasonable notice to Phillips or Enron, as the case may be, made to its principal office, Phillips or Enron, as the case may be, shall permit any duly authorized representative or representatives of the Commission:

a. Access during the office hours of the company and in the presence of counsel to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of the company relating to compliance with this Agreement;

b. Without restraint or interference from it, to interview officers or employees of the company, who may have counsel present, regarding any such matters.

5. In the event the Commission has not finally issued the Consent Order within one hundred twenty (120) days of its publication in the **Federal Register**, Phillips or Enron may each, at its own option, terminate this Agreement by delivering written notice of termination to the Commission, which termination shall be effective ten (10) days after the Commission's receipt of such notice, and this Agreement shall thereafter be of no further force and effect. If this Agreement is so terminated, the Commission may take such action as it deems appropriate, including, but not limited to, an action pursuant to Section 13(b) of the Federal Trade Commission Act, 15 U.S.C. § 53(b). Termination of this Agreement shall in no way operate to terminate the Consent Order that Phillips and Enron have entered into in this matter.

6. This Agreement shall not be binding until approved by the Commission.

#### **Analysis To Aid Public Comment on the Provisionally Accepted Consent Order**

The Federal Trade Commission ("Commission") has accepted for public

comment from Phillips Petroleum Co. ("Phillips") and Enron Corp. ("Enron") an agreement containing consent order. This agreement has been placed on the public record for sixty (60) days for reception of comments from interested persons.

Comments received during this period will become part of the public record. After sixty (60) days, the Commission will again review the agreement and the comments received, and will decide whether it should withdraw from the agreement or make final the agreement's order.

The Commission's investigation of this matter concerns Phillips' proposed acquisition, through its wholly-owned subsidiary, GPM Gas Services Corp., of certain pipeline gathering systems owned by Enron's subsidiaries, Northern Natural Gas Co. and Transwestern Pipeline Co. Phillips and Enron are engaged in gas gathering—the transportation of natural gas, for their own or for others' use, from a well head or producing area to a gas transmission pipeline or a gas processing plant. The Commission's investigation of this matter found potential anticompetitive problems in the Texas Panhandle counties of Hansford, Lipscomb, and Ochiltree and the immediately adjoining area in Beaver County, Oklahoma (hereafter referred to as the Panhandle counties).

For certain gas and oil producers in the Panhandle counties, the respondents are the only, or two of very few, choices available for producers who require gas gathering services. The Commission was concerned that the proposed merger would eliminate competition between the respondents in providing gas gathering services. The Commission was also concerned that the proposed merger would lead to anticompetitive increases in gathering rates to these producers, and an overall reduction in gas drilling and production.

The agreement Containing Consent order would, if finally issued by the Commission, settle charges alleged in the Commission's Complaint that Phillips' acquisition of Enron's gas gathering systems substantially lessened competition in the gathering of natural gas in the Panhandle counties. The nature of such competition to be preserved is the actual and potential competition to provide gas gathering services to producers and other customers of the parties. The Commission's Complaint further alleges that Phillips' merger agreement with Enron violates Section 5 of the Federal Trade Commission Act and that the merger, if consummated, would violate Section 5 of the Federal Trade

Commission Act and Section 7 of the Clayton Act.

The order accepted for public comment contains provisions that would require that Enron not sell approximately 830 miles of pipe and related gas gathering assets within the Panhandle counties to Phillips. The gas gathering assets to be excluded from the transaction are listed in Schedule A of the proposed Consent Order. For a period of ten (10) years from the date that the order becomes final, the order would require prior Commission notification before (a) Phillips could acquire from any one person during any 18 month period more than five miles of gas gathering pipelines located within the Panhandle counties, or (b) Enron could sell the Schedule A assets to Phillips or Maxus Energy Corporation, another large gas gatherer in the Panhandle counties.

A separate agreement between the Commission and Phillips and Enron preserves the status quo pending final action by the Commission to accept or reject the proposed consent order. Phillips and Enron agreed to take no steps to consummate the proposed acquisition until the Commission accepts or rejects the proposed order.

The purpose of this analysis is to invite public comment concerning the consent order. This analysis is not intended to constitute an official interpretation of the agreement and order or to modify their terms in any way.

**Donald S. Clark,**

*Secretary.*

[FR Doc. 95-22581 Filed 9-11-95; 8:45 am]

BILLING CODE 6750-01-M

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

### Office of the Secretary

#### Findings of Scientific Misconduct

**AGENCY:** Office of the Secretary, HHS.

**ACTION:** Notice.

**SUMMARY:** Notice is hereby given that the Office of Research Integrity (ORI) has made final findings of scientific misconduct in the following case:

*Alan L. Landay, Ph.D., Rush-Presbyterian—St. Luke's Medical Center:* Based on an investigation conducted by the institution, ORI found that Alan L. Landay, Ph.D., Associate Professor, Department of Immunology/Microbiology, engaged in scientific misconduct involving two instances of plagiarism in publications related to two Public Health Service (PHS) grants.

Dr. Landay has entered into a Voluntary Settlement Agreement with ORI in which he has accepted ORI's finding and, for the two (2) year period beginning August 8, 1995, has voluntarily agreed to:

(1) Exclude himself from serving in any advisory capacity to PHS, including but not limited to service on any PHS advisory committee, board, and/or peer review committee, or as a consultant; and

(2) Certify in every PHS research application or report that all contributors to the application or report are properly cited or otherwise acknowledged. The certification by the Respondent must be endorsed by an institutional official. A copy of the endorsed certification is to be sent to ORI by the institution.

ORI acknowledges that Dr. Landay cooperated with the institutional investigation and the ORI review, accepted responsibility for his actions, and appropriately corrected the scientific literature. The two published papers (Coon, J.S., Landay, A.L., & Weinstein, R.S. "Advances in flow cytometry for diagnostic pathology." *Laboratory Investigations* 57:453-479, 1987; and Landay, A., Hennings, C., Forman, M., & Raynor, R. "Whole blood method for simultaneous detection of surface and cytoplasmic antigens by flow cytometry." *Cytometry* 14:433-440, 1993) that contained plagiarized text have been corrected (Landay, A. Correspondence. *Laboratory Investigations* 70:134, 1994; and Landay, A., Jennings, C., Forman, M., & Raynor, R. Correction. *Cytometry* 14:698, 1993).

#### FOR FURTHER INFORMATION CONTACT:

Director, Division of Research Investigations, Office of Research Integrity, 5515 Security Lane, Suite 700, Rockville, MD 20852.

**Lyle W. Bivens,**

*Director, Office of Research Integrity.*

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BILLING CODE 4160-17-P

## Agency for Toxic Substances and Disease Registry

### Citizens Advisory Committee on Public Health Service Activities and Research at Department of Energy (DOE) Sites: Hanford Health Effects Subcommittee

In accordance with section 10(a)(2) of the Federal Advisory Committee Act (Pub. L. 92-463), the Agency for Toxic Substances and Disease Registry (ATSDR) and the Centers for Disease Control and Prevention (CDC) announce the following meeting.

*Name:* Citizens Advisory Committee on Public Health Service Activities and Research at DOE Sites: Hanford Health Effects Subcommittee (HHES).

*Times and Dates:* 8 a.m.-5 p.m., September 28, 1995. 8 a.m.-5 p.m., September 29, 1995.

*Place:* Holiday Inn Boise/Airport, 3300 Vista Avenue, Boise, Idaho 83705, telephone 208/344-8365, FAX 208/343-9635.

*Status:* Open to the public, limited only by the space available. The meeting room accommodates approximately 150 people.

*Background:* A Memorandum of Understanding (MOU) was signed in October 1990 and renewed in November 1992 between ATSDR and DOE. The MOU delineates the responsibilities and procedures for ATSDR's public health activities at DOE sites required under sections 104, 105, 107, and 120 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund"). These activities include health consultations and public health assessments at DOE sites listed on, or proposed for, the Superfund National Priorities List and at sites that are the subject of petitions from the public; and other health-related activities such as epidemiologic studies, health surveillance, exposure and disease registries, health education, substance-specific applied research, emergency response, and preparation of toxicological profiles.

In addition, under an MOU signed in December 1990 with DOE, the Department of Health and Human Services (HHS) has been given the responsibility and resources for conducting analytic epidemiologic investigations of residents of communities in the vicinity of DOE facilities, workers at DOE facilities, and other persons potentially exposed to radiation or to potential hazards from non-nuclear energy production and use. HHS delegated program responsibility to CDC.

*Purpose:* The purpose of this meeting is to receive updates from the Inter Tribal Council on Hanford Health Projects; updates and clarification from ATSDR and CDC representatives on outstanding issues; address procedures for renewing, adding, and replacing HHES members; discuss with Agency personnel, issues relevant to the Technical Steering Panel; and receive reports from the Outreach, Public Health Activities, and Health Studies Work Groups.

*Matters To Be Discussed:* Agenda items will include ATSDR's & CDC's updates, a discussion of "Popular Epidemiology," guidance from ATSDR, Office of Public Affairs, on media relations, and topics germane to work group activities.

Agenda items are subject to change as priorities dictate.

*Contact Person for More Information:* Linda A. Carnes, Health Council Advisor, ATSDR, E-28, 1600 Clifton Road, NE, Atlanta, Georgia 30333, telephone 404/639-0730, FAX 404/639-0759.

Dated: September 6, 1995.

**Carolyn J. Russell,**

*Director, Management Analysis and Services Office, Centers for Disease Control and Prevention (CDC).*

[FR Doc. 95-22561 Filed 9-11-95; 8:45 am]

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