

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

DEC 28 2012

In the Matter of)
Texas-Kansas-Oklahoma Gas, L.L.C.'s)
Compliance Filings as Required by)
Commission Order dated 3/19/12 in)
Docket No. 08-TKOG-314-COC)

by
State Corporation Commission
of Kansas

Docket No. 13-TKOG- 435 -CPL

CONDITIONS COMPLIANCE FILING

COMES NOW Texas-Kansas-Oklahoma Gas, L.L.C. ("TKO") by and through its counsel, C. Edward Watson, II of Foulston Siefkin, LLP and submits this confidential filing in compliance with the conditions set forth in the State Corporation Commission's March 19, 2012 Order in this matter. In support thereof, TKO states as follows:

1. On March 19, 2012, the Commission granted TKO a Limited Certificate of Public Convenience and Authority, subject to the following conditions (Order at ¶8):

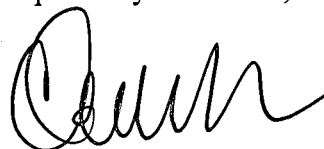
- (a) TKO shall provide a copy of all new or re-negotiated contracts by January 1 of each year;
- (b) TKO shall file on an annual basis by January 1, as set forth in ¶38 of the Commission's April 12, 2011 Order, a copy of an updated contract summary.

2. Pursuant to condition (a) above, attached as Confidential Group Exhibit 1 are copies of four new confidential customer contracts. There are no re-negotiated contracts.

3. Pursuant to condition (b) above, attached as Exhibit 2 is an updated Confidential contract summary.

WHEREFORE, Texas-Kansas-Oklahoma Gas, L.L.C. respectfully requests the Commission issue an order finding it has met the Conditions set forth in paragraph 8 of the March 19, 2012 Order granting Texas-Kansas-Oklahoma Gas, L.L.C. a Certificate of Public Convenience and Authority.

Respectfully submitted,



C. Edward Watson, II - #23386
FOULSTON SIEFKIN LLP
1551 N. Waterfront Parkway, Suite 100
Wichita, KS 67206-4466
316.267.6371 (office)
316.267.6345 (fax)
Attorneys for TKO

CERTIFICATE OF SERVICE

I hereby certify that on this the 27th day of December, 2012, a true and correct copy of the above and foregoing Conditions Compliance Filing was deposited in the United States mail, first-class postage prepaid, properly addressed to the following:

Mr. Ray Bergmeier
Litigation Counsel
Kansas Corporation Commission
1500 SW Arrowhead Rd.
Topeka, KS 66604-4027



C. Edward Watson, II

EXHIBIT 1

REDACTED

**CONFIDENTIAL
CUSTOMER CONTRACTS**

GAS SALES AGREEMENT

This Gas Sales Agreement ("Agreement") is made and entered into this 18th day of January, 2010 by and between TEXAS-KANSAS-OKLAHOMA GAS, LLC, a Texas limited liability company ("TKO") and REDACTED ("Buyer").

WHEREAS, Buyer desires to purchase from TKO Gas certain quantities of natural gas sufficient to satisfy all of Buyer's irrigation requirements if TKO installs the pipeline with a delivery point at property owned by Buyer.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, TKO and Buyer hereby agree as follows:

ARTICLE I

QUANTITY

1.1 Subject to the provisions of this Agreement, Buyer shall purchase from Seller at the Delivery Point(s) on a best efforts basis all of the natural gas necessary each day to satisfy all of Buyer's natural gas requirements to service Buyer's existing irrigation farmland; provided, however, TKO's requirements to deliver natural gas to Buyer is conditional and interruptible in accordance with the provisions of Section 1.3 and all other provisions herein.

1.2 No later than March 1 of each contract year during the term hereof, Buyer shall provide TKO with Buyer's written, non-binding, good-faith estimate of the monthly aggregate and monthly peak day quantities of gas which Buyer reasonably anticipates purchasing from TKO each month during the following contract year.

ARTICLE II

DELIVERY POINT(S); TRANSPORTATION; AND FACILITIES

2.1 All gas sold hereunder shall be delivered to Buyer at any one or more of the Delivery Point(s) set forth on Exhibit "A" hereto, which is incorporated by reference herein.

ARTICLE III

PRICE

3.1 The price per MMBtu for all gas sold by TKO to Buyer hereunder shall be the sum of (a) the Panhandle Eastern "Index"; or (b) the WAHA "Index" as published in side Ferc for the month in which gas was delivered by TKO to Buyer, whichever TKO elects, plus (c) .75 per MCF.

3.2 Buyer shall pay a minimum of \$40.00 each month, whether or not gas is used by Buyer during the month, except no such minimum charge shall be made for the calendar month during which the measuring and regulating facilities provided for here-in are initially installed or for the month in which service is terminated.

3.3 The price for gas sold by TKO to Buyer hereunder shall be exclusive of any and all applicable sales or use tax. Buyer shall be responsible for any and all taxes and assessments, including, but not limited to sales or use taxes levied upon the gas, upon or subsequent to delivery to Buyer hereunder.

ARTICLE IV

TERM

4.1 This Agreement shall be effective upon execution by both parties and shall remain in full force and effect for a primary term commencing 01/18/10 and extending through 01/18/11, and year-to-year thereafter; provided, however, that either party may terminate this Agreement upon expiration of the primary one (1) year term, or upon expiration of any annual renewal period thereafter, by the provision of written notice to the other party not less than sixty (60) days prior to such expiration date. Termination of this Agreement shall not relieve either party from any obligations previously accrued hereunder.

ARTICLE V

BILLING AND PAYMENT

5.1 No later than the 25th day of each month, TKO shall invoice Buyer for gas sold to Buyer during the previous month. Buyer shall pay TKO the total amount due hereunder by the 10th day of the following month ("Due Date").

ARTICLE VI

QUALITY; MEASUREMENT; PRESSURE

6.1 BUYER UNDERSTANDS, AND ASSUMES THE RISKS ASSOCIATED THEREWITH, THAT THE GAS SUPPLIED HEREUNDER IS UNTREATED RAW GAS AS PRODUCED AT A WELL, THAT THE GAS MAY CONTAIN IMPURITIES, INCLUDING BUT NOT LIMITED TO FREE WATER, NATURAL GASOLINE OR OTHER LIQUIDS, CARBON DIOXIDE (CO₂), AND HYDROGEN SULFIDE (H₂S) AND THAT THE GAS IS NOT ARTIFICIALLY ODORIZED.

6.2 NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, ALL SALES MADE BY SELLER HEREUNDER ARE MADE WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.3 If by reason of force majeure either party is rendered unable, wholly or in part, to carry out any of its obligations under this Agreement, other than the obligation to make any payments due, then following the provision of written notice to the other party which describes the force majeure event in reasonably full particulars, such affected party shall be excused from performance of such impaired obligations hereunder during the continuance of any inability so caused. For purposes of this Agreement, the term "force majeure" shall mean acts of God; strike; lockout; fire, war; acts of the public enemy; riot; civil disturbance; explosion; breakdown or accident to machinery, lines of pipe or plants; interruption of transportation for the making of repairs, maintenance or alterations of wells, machinery, lines of pipe or plants; freezing of wells or line of pipe, failure of well or delays in acquiring at reasonable costs, materials, equipment, easements, right-of-way, grants, servitudes, permits or licenses; partial or entire failure of gas supply; reduction in gas quality from the historic quality to a quality that contains any constituents that are at levels not acceptable to Seller in its sole discretion; inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations; or any other cause or causes beyond the reasonable control of the party; whether of the kind herein enumerated or otherwise. This Agreement shall not be terminated by reason of suspension due to any one or more of the causes above set forth. A force majeure period shall not serve to extend the term of this Agreement.

ARTICLE VII

MISCELLANEOUS

7.1 This Agreement is subject to all applicable and valid orders, laws, rules and regulations of all duly constituted governmental authorities having jurisdiction or control over the parties or the subject matter of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable in any jurisdiction, then to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intention of the parties as nearly as possible. The invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any provisions in any other jurisdiction.

7.2 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE APPLICATION OF ANY PRINCIPLES REGARDING CONFLICT OF LAWS WHICH OTHERWISE MIGHT SUBJECT THIS AGREEMENT TO THE LAWS OF ANOTHER JURISDICTION.

7.3 The waiver by either party of any breach of any of the provisions of this Agreement by the other party shall not constitute a continuing waiver of any other breaches of this Agreement by such other party, regardless of the nature of any such breach.

7.4 IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER PARTY HEREUNDER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

7.5 This Agreement shall not create any rights in favor of any third parties, and no provisions of this Agreement shall be construed as creating any obligation for the benefit of, or right in favor of, any person or entity other than the parties hereto.

7.6 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede any and all prior and contemporaneous agreements and understandings between the parties, whether oral or written, concerning the subject matter hereof. This Agreement may not be amended, modified, or revised in any manner except by execution by both parties of a written instrument which expressly refers to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

Seller:

Buyer:

TEXAS-KANSAS-OKLAHOMA GAS, LLC,
a Texas limited liability company

By: *Michael M. Jones*
Michael M. Jones *T. W. Jones*

REDACTED

By: _____

Exhibit "A"

Legal Description

2-T32-R33 Seward

GAS SALES AGREEMENT

This Gas Sales Agreement ("Agreement") is made and entered into this 13th day of June, 2011 by and between TEXAS-KANSAS-OKLAHOMA GAS, LLC, a Texas limited liability company ("TKO") and REDACTED ("Buyer").

WHEREAS, TKO is exploring the possibility of installing a gas pipeline and providing natural gas to irrigation gas customers in Seward County, KS beginning July, 2011.

WHEREAS, Buyer desires to purchase from TKO Gas certain quantities of natural gas sufficient to satisfy all of Buyer's irrigation requirements if TKO will install the pipeline with a delivery point at property owned by Buyer.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, TKO and Buyer hereby agree as follows:

ARTICLE I

QUANTITY

1.1 Subject to the provisions of this Agreement, Buyer shall purchase from Seller at the Delivery Point(s) on a best efforts basis all of the natural gas necessary each day to satisfy all of Buyer's natural gas requirements to service Buyer's existing irrigation farmland; provided, however, TKO's requirements to deliver natural gas to Buyer is conditional and interruptible.

1.2 No later than March 1 of each contract year during the term hereof, Buyer shall provide TKO with Buyer's written, non-binding, good-faith estimate of the monthly aggregate and monthly peak day quantities of gas of which Buyer reasonably anticipates purchasing from TKO each month during the following contract year, for the purpose hedging.

1.3 Buyer shall take all necessary gas usage from tap, this being provided from TKO, Gas LLC.

ARTICLE II

DELIVERY POINT(S); TRANSPORTATION; AND FACILITIES

2.1 All gas sold hereunder shall be delivered to Buyer at any one or more of the Delivery Point(s) set forth on Exhibit "A" hereto, which is incorporated by reference herein.

ARTICLE III

PRICE

3.1 The price per MMBtu for all gas sold by TKO to Buyer hereunder shall be the sum of (a) OneOk WTG (as an example) "Index"; or (b) as published in side Ferc for the month in which gas was delivered by TKO to Buyer, whichever TKO elects, plus (c) sixty-five cents (\$0.65) per MMBtu.

3.2 The price for gas sold by TKO to Buyer hereunder shall be exclusive of any and all applicable sales or use tax. Buyer shall be responsible for any and all taxes and assessments, including, but no limited to sales or use taxes levied upon the gas, upon or subsequent to delivery to Buyer hereunder.

ARTICLE IV

TERM

4.1 This Agreement shall be effective upon execution by both parties and shall remain in full force and effect for a primary term commencing in 2011 and extending through 2026, and year-to-year thereafter; provided, however, that either party may terminate this Agreement upon expiration of the primary fifteen (15) year term, or upon expiration of any annual renewal period thereafter, by the provision of written notice to the other party not less than sixty (60) days prior to such expiration date. Termination of this Agreement shall not relieve either party from any obligations previously accrued hereunder.

ARTICLE V

BILLING AND PAYMENT

5.1 No later than the _____ day of each month, TKO shall invoice Buyer for gas sold to Buyer during the previous month. Buyer shall pay TKO the total amount due hereunder by the _____ day of the billing month ("Due Date").

ARTICLE VI

QUALITY; MEASUREMENT; PRESSURE

6.1 NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, ALL SALES MADE BY SELLER HEREUNDER ARE MADE WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.2 If by reason of force majeure either party is rendered unable, wholly or in part, to carry out any of its obligations under this Agreement, other than the obligation to make any payments due, then following the provision of written notice to the other party which describes the force majeure event in reasonably full particulars, such affected party shall be excused from

performance of such impaired obligations hereunder during the continuance of any inability so caused. For purposes of this Agreement, the term "force majeure" shall mean acts of God; strike; lockout; fire, war; acts of the public enemy; riot; civil disturbance; explosion; breakdown or accident to machinery, lines of pipe or plants; interruption of transportation for the making of repairs, maintenance or alterations of wells, machinery, lines of pipe or plants; freezing of wells or line of pipe, failure of well or delays in acquiring at reasonable costs, materials, equipment, easements, right-of-way, grants, servitudes, permits or licenses; partial or entire failure of gas supply; reduction in gas quality from the historic quality to a quality that contains any constituents that are at levels not acceptable to Seller in its sole discretion; inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations; or any other cause or causes beyond the reasonable control of the party; whether of the kind herein enumerated or otherwise. This Agreement shall not be terminated by reason of suspension due to any one or more of the causes above set forth. A force majeure period shall not serve to extend the term of this Agreement.

ARTICLE VII

MISCELLANEOUS

7.1 This Agreement is subject to all applicable and valid orders, laws, rules and regulations of all duly constituted governmental authorities having jurisdiction or control over the parties or the subject matter of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable in any jurisdiction, then to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intention of the parties as nearly as possible. The invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any provisions in any other jurisdiction.

7.2 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS, WITHOUT REGARD TO THE APPLICATION OF ANY PRINCIPLES REGARDING CONFLICT OF LAWS WHICH OTHERWISE MIGHT SUBJECT THIS AGREEMENT TO THE LAWS OF ANOTHER JURISDICTION.

7.3 The waiver by either party of any breach of any of the provisions of this Agreement by the other party shall not constitute a continuing waiver of any other breaches of this Agreement by such other party, regardless of the nature of any such breach.

7.4 IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER PARTY HEREUNDER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

7.5 This Agreement shall not create any rights in favor of any third parties, and no provisions of this Agreement shall be construed as creating any obligation for the benefit of, or right in favor of, any person or entity other than the parties hereto.

7.6 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede any and all prior and contemporaneous agreements and understandings between the parties, whether oral or written, concerning the subject matter hereof. This Agreement may not be amended, modified, or revised in any manner except by execution by both parties of a written instrument which expressly refers to this Agreement.

7.7 TKO will service, repair and maintain in accordance with Kansas law. TKO will be liable of main line and responsible for maintenance.

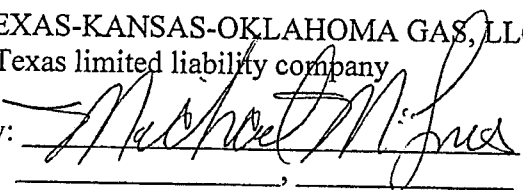
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

Seller:

Buyer:

TEXAS-KANSAS-OKLAHOMA GAS, LLC,
a Texas limited liability company

By: _____



Michael M. Jones

REDACTED

Exhibit "A"

Legal Description

1-T32-R33 Seward

GAS SALES AGREEMENT

This Gas Sales Agreement ("Agreement") is made and entered into this 1st day of April, 2012 by and between TEXAS-KANSAS-OKLAHOMA GAS, LLC, a Texas limited liability company ("TKO") and _____ ("Buyer").

WHEREAS, Buyer desires to purchase from TKO Gas certain quantities of natural gas sufficient to satisfy all of Buyer's irrigation requirements if TKO will install the pipeline with a delivery point at property owned by Buyer.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, TKO and Buyer hereby agree as follows:

ARTICLE I**QUANTITY**

1.1 Subject to the provisions of this Agreement, Buyer shall purchase from Seller at the Delivery Point(s) on a best efforts basis all of the natural gas necessary each day to satisfy all of Buyer's natural gas requirements to service Buyer's existing irrigation farmland; provided, however, TKO's requirements to deliver natural gas to Buyer is conditional and interruptible.

1.2 No later than March 1 of each contract year during the term hereof, Buyer shall provide TKO with Buyer's written, non-binding, good-faith estimate of the monthly aggregate and monthly peak day quantities of gas of which Buyer reasonably anticipates purchasing from TKO each month during the following contract year, for the purpose hedging.

1.3 Buyer shall take all necessary gas usage from tap, this being provided from TKO, Gas LLC.

ARTICLE II**DELIVERY POINT(S); TRANSPORTATION; AND FACILITIES**

2.1 All gas sold hereunder shall be delivered to Buyer at any one or more of the Delivery Point(s) set forth on Exhibit "A" hereto, which is incorporated by reference herein.

ARTICLE III**PRICE**

3.1 The price per MMBtu for all gas sold by TKO to Buyer hereunder shall be the sum of (a) NNGPL "Index" plus transportation and fuel ; or (b) as published in side FERC

for the month in which gas was delivered by TKO to Buyer, whichever TKO elects, plus (c) thirty-five cents (\$0.35) per MMBtu.

3.2 The price for gas sold by TKO to Buyer hereunder shall be exclusive of any and all applicable sales or use tax. Buyer shall be responsible for any and all taxes and assessments, including, but no limited to sales or use taxes levied upon the gas, upon or subsequent to delivery to Buyer hereunder.

ARTICLE IV

TERM

4.1 This Agreement shall be effective upon execution by both parties and shall remain in full force and effect for a primary term commencing in 2012 and extending through 2026, and year-to-year thereafter; provided, however, that either party may terminate this Agreement upon expiration of the primary fifteen (15) year term, or upon expiration of any annual renewal period thereafter, by the provision of written notice to the other party not less than sixty (60) days prior to such expiration date. Termination of this Agreement shall not relieve either party from any obligations previously accrued hereunder.

ARTICLE V

BILLING AND PAYMENT

5.1 No later than the 7th day of each month, TKO shall invoice Buyer for gas sold to Buyer during the previous month. Buyer shall pay TKO the total amount due hereunder by the 25th day of the billing month ("Due Date").

ARTICLE VI

QUALITY; MEASUREMENT; PRESSURE

6.1 **NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, ALL SALES MADE BY SELLER HEREUNDER ARE MADE WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

6.2 If by reason of force majeure either party is rendered unable, wholly or in part, to carry out any of its obligations under this Agreement, other than the obligation to make any payments due, then following the provision of written notice to the other party which describes the force majeure event in reasonably full particulars, such affected party shall be excused from performance of such impaired obligations hereunder during the continuance of any inability so caused. For purposes of this Agreement, the term "force majeure" shall mean acts of God; strike; lockout; fire, war; acts of the public enemy; riot; civil disturbance; explosion; breakdown or

accident to machinery, lines of pipe or plants; interruption of transportation for the making of repairs, maintenance or alterations of wells, machinery, lines of pipe or plants; freezing of wells or line of pipe, failure of well or delays in acquiring at reasonable costs, materials, equipment, easements, right-of-way, grants, servitudes, permits or licenses; partial or entire failure of gas supply; reduction in gas quality from the historic quality to a quality that contains any constituents that are at levels not acceptable to Seller in its sole discretion; inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations; or any other cause or causes beyond the reasonable control of the party; whether of the kind herein enumerated or otherwise. This Agreement shall not be terminated by reason of suspension due to any one or more of the causes above set forth. A force majeure period shall not serve to extend the term of this Agreement.

ARTICLE VII

MISCELLANEOUS

7.1 This Agreement is subject to all applicable and valid orders, laws, rules and regulations of all duly constituted governmental authorities having jurisdiction or control over the parties or the subject matter of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable in any jurisdiction, then to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intention of the parties as nearly as possible. The invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any provisions in any other jurisdiction.

7.2 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS, WITHOUT REGARD TO THE APPLICATION OF ANY PRINCIPLES REGARDING CONFLICT OF LAWS WHICH OTHERWISE MIGHT SUBJECT THIS AGREEMENT TO THE LAWS OF ANOTHER JURISDICTION.

7.3 The waiver by either party of any breach of any of the provisions of this Agreement by the other party shall not constitute a continuing waiver of any other breaches of this Agreement by such other party, regardless of the nature of any such breach.

7.4 IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER PARTY HEREUNDER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

7.5 This Agreement shall not create any rights in favor of any third parties, and no provisions of this Agreement shall be construed as creating any obligation for the benefit of, or right in favor of, any person or entity other than the parties hereto.

7.6 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede any and all prior and contemporaneous agreements and understandings between the parties, whether oral or written, concerning the subject matter

hereof. This Agreement may not be amended, modified, or revised in any manner except by execution by both parties of a written instrument which expressly refers to this Agreement.

7.7 TKO will service, repair and maintain in accordance with Kansas law. TKO will be liable of main line and responsible for maintenance.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

Seller:

Buyer:

TEXAS-KANSAS OKLAHOMA GAS, LLC,
a Texas limited liability company

By:

Michael J. Lewis
President

REDACTED

Exhibit "A"

Legal Description

12-T31-R33 Seward

GAS SALES AGREEMENT

This Gas Sales Agreement ("Agreement") is made and entered into this 15th day of February, 2012 by and between TEXAS-KANSAS-OKLAHOMA GAS, LLC, a Texas limited liability company ("TKO") and **REDACTED** ("Buyers").

WHEREAS, Buyers desires to purchase from TKO Gas certain quantities of natural gas sufficient to satisfy all of Buyer's irrigation requirements if TKO will install the pipeline with a delivery point at property owned by Buyers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, TKO and Buyers hereby agree as follows:

ARTICLE I

QUANTITY

1.1 Subject to the provisions of this Agreement, Buyers shall purchase from Seller at the Delivery Point(s) on a best efforts basis all of the natural gas necessary each day to satisfy all of Buyer's natural gas requirements to service Buyer's existing irrigation farmland; provided, however, TKO's requirements to deliver natural gas to Buyers is conditional and uninterrupted.

1.2 No later than March 1 of each contract year during the term hereof, Buyers shall provide TKO with Buyer's written, non-binding, good-faith estimate of the monthly aggregate and monthly peak day quantities of gas of which Buyers reasonably anticipates purchasing from TKO each month during the following contract year, for the purpose hedging.

1.3 Buyers shall take all necessary gas usage from tap, this being provided from TKO, Gas LLC.

ARTICLE II

DELIVERY POINT(S); TRANSPORTATION; AND FACILITIES

2.1 All gas sold hereunder shall be delivered to Buyers at any one or more of the Delivery Point(s) set forth on Exhibit "A" hereto, which is incorporated by reference herein.

ARTICLE III

PRICE

3.1 The price per MMBtu for all gas sold by TKO to Buyers hereunder shall be the sum of (a) Panhandle Eastern "Index" or (b) as published in side Ferc for the month in which gas was

delivered by TKO to Buyers, plus \$0.40 (forty cents) plus ten cents (\$0.10) operating cost per MMBtu. OR West Texas Gas pricing per MMBtu for all gas sold by TKO to Buyers hereunder shall be the sum of (a) Panhandle Eastern "Index" or (b) as published in side Ferc for the month in which gas was delivered by TKO to Buyers, plus \$0.36, plus \$0.2921 WTG Transport, plus 1.94% fuel charge, whichever TKO elects, plus (c) ten cents (\$0.10) operating cost per MMBtu.

3.2 The price for gas sold by TKO per MMBtu will remain in effect for 7 years as long as the gas remains available from Anadarko and there is no additional costs added by supplier.

3.3 The price for gas sold by TKO to Buyers hereunder shall be exclusive of any and all applicable sales or use tax. Buyers shall be responsible for any and all taxes and assessments, including, but no limited to sales or use taxes levied upon the gas, upon or subsequent to delivery to Buyers hereunder.

3.4 There will be a charge of \$20.00 (twenty dollars) per month for meter services.

ARTICLE IV

TERM

4.1 This Agreement shall be effective upon execution by both parties and shall remain in full force and effect for a primary term commencing in 2012 and extending through 2019, and year-to-year thereafter; provided, however, that either party may terminate this Agreement upon expiration of the primary seven (7) year term, or upon expiration of any annual renewal period thereafter, by the provision of written notice to the other party not less than sixty (60) days prior to such expiration date. Termination of this Agreement shall not relieve either party from any obligations previously accrued hereunder.

ARTICLE V

BILLING AND PAYMENT

5.1 No later than the 20th day of each month, TKO shall invoice individual buyers for gas sold to individual buyers during the previous month. Buyers shall pay TKO the total amount due hereunder by the due date of the billing month.

ARTICLE VI

QUALITY; MEASUREMENT; PRESSURE

6.1 **NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, ALL SALES MADE BY SELLER HEREUNDER ARE MADE WITHOUT**

ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.2 If by reason of force majeure either party is rendered unable, wholly or in part, to carry out any of its obligations under this Agreement, other than the obligation to make any payments due, then following the provision of written notice to the other party which describes the force majeure event in reasonably full particulars, such affected party shall be excused from performance of such impaired obligations hereunder during the continuance of any inability so caused. For purposes of this Agreement, the term "force majeure" shall mean acts of God; strike; lockout; fire, war; acts of the public enemy; riot; civil disturbance; explosion; breakdown or accident to machinery, lines of pipe or plants; interruption of transportation for the making of repairs, maintenance or alterations of wells, machinery, lines of pipe or plants; freezing of wells or line of pipe, failure of well or delays in acquiring at reasonable costs, materials, equipment, easements, right-of-way, grants, servitudes, permits or licenses; partial or entire failure of gas supply; reduction in gas quality from the historic quality to a quality that contains any constituents that are at levels not acceptable to Seller in its sole discretion; inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations; or any other cause or causes beyond the reasonable control of the party; whether of the kind herein enumerated or otherwise. This Agreement shall not be terminated by reason of suspension due to any one or more of the causes above set forth. A force majeure period shall not serve to extend the term of this Agreement.

ARTICLE VII

MISCELLANEOUS

7.1 This Agreement is subject to all applicable and valid orders, laws, rules and regulations of all duly constituted governmental authorities having jurisdiction or control over the parties or the subject matter of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable in any jurisdiction, then to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intention of the parties as nearly as possible. The invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any provisions in any other jurisdiction.

7.2 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS, WITHOUT REGARD TO THE APPLICATION OF ANY PRINCIPLES REGARDING CONFLICT OF LAWS WHICH OTHERWISE MIGHT SUBJECT THIS AGREEMENT TO THE LAWS OF ANOTHER JURISDICTION.

7.3 The waiver by either party of any breach of any of the provisions of this Agreement by the other party shall not constitute a continuing waiver of any other breaches of this Agreement by such other party, regardless of the nature of any such breach.

7.4 IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER PARTY HEREUNDER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

7.5 This Agreement shall not create any rights in favor of any third parties, and no provisions of this Agreement shall be construed as creating any obligation for the benefit of, or right in favor of, any person or entity other than the parties hereto.

7.6 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede any and all prior and contemporaneous agreements and understandings between the parties, whether oral or written, concerning the subject matter hereof. This Agreement may not be amended, modified, or revised in any manner except by execution by both parties of a written instrument which expressly refers to this Agreement.

7.7 TKO will service, repair and maintain in accordance with Kansas law. TKO will be liable of main line and responsible for maintenance. Buyers has first right of refusal for the new line being installed from Anadarko tap with the right to flow gas from that tap. Trunk line will be responsibility of TKO.

7.8 Insurance for TKO East Central 01 (SWK1-EC) will be the responsibility of TKO.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

Seller:

Buyers:

TEXAS-KANSAS-OKLAHOMA GAS, LLC,
a Texas limited liability company

By:


Mike McEvers President TKO Gas

REDACTED

Exhibit "A"

Legal Description

20-T33-R35 Stevens

EXHIBIT 2

REDACTED

**CONFIDENTIAL
CONTRACT SUMMARY**

UPR PIPELINE

DATE	METER NUMBER	CUSTOMER	INDEX	TRANSP. MARGIN	DELIVERY CHARGE (PER MMBTU)	MONTHLY SURCHARGE	FL&U	CHANGE OF NOTICE	TERM OF CONTRACT	EVERGREEN PROVISION (YES/NO)	Owner
1/30/2001	910053	REDACTED	Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes	REDACTED
4/11/2000	9430754		Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes	
10/11/2000	9009897		Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes	

CRS Pipeline

DATE	METER NUMBER	CUSTOMER	INDEX	TRANSP. MARGIN	DELIVERY CHARGE (PER MMBTU)	MONTHLY		CHANGE OF NOTICE	TERM OF CONTRACT	EVERGREEN PROVISION (YES/NO)	Owner
						RCHAR	FL&U				
2/4/1997	9220462	REDACTED	Panhandle Eastern	none	index + .30	40.00	0		indefinite	yes	REDACTED
2/4/1997	9833415	REDACTED	Panhandle Eastern	none	index + .30	40.00	0		indefinite	yes	REDACTED
5/27/1983	419478	REDACTED	Panhandle Eastern	none	0.6				indefinite		REDACTED
2/14/1975	9434798	REDACTED	Panhandle Eastern	none	index + .30	18.00	0		indefinite	yes	REDACTED
4/17/2001	0970394	REDACTED	Panhandle Eastern	none	index + .75	40.00	0		indefinite	yes	REDACTED
7/1/1977	9846456	REDACTED	Panhandle Eastern	none	index + .30	18.00	0		indefinite	yes	REDACTED
7/20/2004	9543490	REDACTED	Panhandle Eastern	none	index + .30	40.00	0		indefinite	yes	REDACTED
2/23/2002	9837581	REDACTED	Panhandle Eastern	none	index + .30	18.00	0		indefinite	yes	REDACTED
7/1/1977	0046561	REDACTED	Panhandle Eastern	none	index + .30	18.00	0		indefinite	yes	REDACTED
6/4/1976	0119248	REDACTED	Panhandle Eastern	none	index + .30	18.00	0		indefinite	yes	REDACTED
1/14/2008	9232850	REDACTED	Panhandle Eastern	none	index + .50	40.00	0	1/14/2008	indefinite	yes	REDACTED
1/6/1965	131506	REDACTED	Panhandle Eastern	none	0.6				indefinite		REDACTED
11/2/1973	L789137	REDACTED	Panhandle Eastern	none	0.6				indefinite		REDACTED
7/1/1977	9944813	REDACTED	Panhandle Eastern	none	index + .30	18.00	0		indefinite	yes	REDACTED
2/20/2007	9220614	REDACTED	Panhandle Eastern	none	index + .30	18.00	0		indefinite	yes	REDACTED
4/29/2009	0046540	REDACTED	Panhandle Eastern	none	index + .30	40.00	0	4/29/2009	indefinite	yes	REDACTED
6/9/2009	9116406	REDACTED	Panhandle Eastern	none	index + .30	40.00	0	6/9/2009	indefinite	yes	REDACTED
7/13/2001	9837579	REDACTED	Panhandle Eastern	none	index + .30	18.00	0	3/4/2010	indefinite	yes	REDACTED

Name changed

HGS PIPELINE

DATE	METER NUMBER	CUSTOMER	INDEX	TRANSP. MARGIN	DELIVERY CHARGE (PER MMBTU)	MONTHLY SURCHARGE	CHANGE OF NOTICE	TERM OF CONTRACT	EVERGREEN PROVISION (YES/NO)	Owner
2/10/1998	0431068	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
1/9/2009	0325377		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
4/20/2000	8920597		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
4/21/1999	9542971		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
5/1/1998	8466145		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
4/10/2000	9129722		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
6/8/1998	9420878		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
10/16/2002	9423391		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
5/18/1998	9128198		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
4/10/2000	9842054		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
7/26/2007	9120729		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
8/27/1997	8906037		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
8/1/2006	8001052		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
4/18/2000	9333570		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
4/18/2000	9434705		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
5/27/2008	9420845		Panhandle Eastern	None	index + .75	40.00	7/25/2012	indefinite	Yes	
5/10/2005	0434609		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
4/14/2008	9640521		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
7/7/1998	9736889		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
4/13/1998	9015309		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
11/2/1998	9120722		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
5/4/1998	9326856		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
9/5/1997	9137250		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
7/27/2007	9746693		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
12/17/2008	9842039		Panhandle Eastern	None	index + .60	40.00		indefinite	Yes	
12/17/2008	9228996		Panhandle Eastern	None	index + .60	40.00		indefinite	Yes	
4/8/1999	0538481		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
4/2/1992	9018904		Panhandle Eastern	None	index + .10	40.00		indefinite	Yes	
5/21/2008	9543483		Panhandle Eastern	None	index + .50	40.00		indefinite	Yes	
6/18/1998	7375097		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
4/14/1997	9430678		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	
3/27/1998	9922175		Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	

HGS PIPELINE

DATE	METER NUMBER	CUSTOMER	INDEX	TRANSP. MARGIN	DELIVERY CHARGE (PER MMBTU)	MONTHLY SURCHARGE	CHANGE OF NOTICE	TERM OF CONTRACT	EVERGREEN PROVISION (YES/NO)	Owner
3/3/1998	9224621	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
6/5/1998	9536113	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
1/19/1983	9740530	REDACTED	Panhandle Eastern	None	index + .30	40.00		indefinite	Yes	REDACTED
4/23/1998	9134920	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
3/31/2004	9633970	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
4/25/2000	0141196	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
3/30/1998	8917455	REDACTED	Panhandle Eastern	None	index + .50	40.00		indefinite	Yes	REDACTED
2/12/1998	0428246	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
10/19/2007	8916881	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
12/8/1997	9634467	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
5/25/1999	9524815	REDACTED	Panhandle Eastern	None	index + .50	40.00		indefinite	Yes	REDACTED
5/8/1999	8455887	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
3/24/2005	1282178	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
4/8/1999	9542771	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
11/9/2002	9439471	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
5/11/1999	9836071	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
	882998	REDACTED	Panhandle Eastern					indefinite	Yes	REDACTED
4/17/1998	9540973	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
4/19/2000	9232247	REDACTED	Panhandle Eastern	None	index + .50	40.00		indefinite	Yes	REDACTED
6/30/1998	9821392	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
6/2/1999	9018066	REDACTED	Panhandle Eastern	None	index + .50	40.00		indefinite	Yes	REDACTED
2/20/2000	8906754	REDACTED	Panhandle Eastern	None	index + .45	40.00		indefinite	Yes	REDACTED
8/15/2002	0235099	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
4/18/2000	5513	REDACTED	Panhandle Eastern	None	index + .75	40.00		indefinite	Yes	REDACTED
6/23/2008	901906	REDACTED	Panhandle Eastern	None	index + .75	SV09		indefinite	Yes	REDACTED
7/14/2009	8375880	REDACTED	Panhandle Eastern	None	index + .75	40.00	7/14/2009	indefinite	Yes	REDACTED
11/23/2009	0119243	REDACTED	Panhandle Eastern	None	index + .75	40.00	11/23/2009	indefinite	Yes	REDACTED
2/19/2010	8717095	REDACTED	Panhandle Eastern	None	index + .75	40.00	2/19/2010	indefinite	Yes	REDACTED
3/25/2010	9646064	REDACTED	Panhandle Eastern	None	index + .75	40.00	3/25/2010	indefinite	Yes	REDACTED
4/7/2010	9129704	REDACTED	Panhandle Eastern	None	index + .75	40.00	4/7/2010	indefinite	Yes	REDACTED
4/7/2010	9539907	REDACTED	Panhandle Eastern	None	index + .75	40.00	4/7/2010	indefinite	Yes	REDACTED
2/17/2000	9125436	REDACTED	Panhandle Eastern	None	index + .75	SV04	5/7/2010	indefinite	Yes	REDACTED
5/24/2010	9425807	REDACTED	Panhandle Eastern	None	index + .75	SV04	5/24/2010	indefinite	Yes	REDACTED

HGS PIPELINE

DATE	METER NUMBER	CUSTOMER	INDEX	TRANSP. MARGIN	DELIVERY CHARGE (PER MMBTU)	MONTHLY SURCHARGE	CHANGE OF NOTICE	TERM OF CONTRACT	EVERGREEN PROVISION (YES/NO)	Owner
1/14/1998	9136003	REDACTED	Panhandle Eastern	None	index + .75	SV04	7/9/2010	indefinite	Yes	REDACTED
10/22/2010	0424021		Panhandle Eastern				10/22/2010	indefinite	Yes	
1/3/2011	0235098		Panhandle Eastern	None	index + .75	SV04	1/3/2011	indefinite	Yes	
3/30/2011	9431872		Panhandle Eastern	None	index + .75	SV04	3/30/2011	indefinite	Yes	
3/31/2000	0144510		Panhandle Eastern	None	index + .75		6/20/2012	indefinite	Yes	
2/20/2012	9531230		Panhandle Eastern	None	index + .75	40.00	2/20/2012	indefinite	Yes	
8/15/2012	9317349		Panhandle Eastern	None	index + .75	40.00	8/15/2012	indefinite	Yes	

Customer is off
 Name changed
 Reconnected

HRDS PIPELINE

DATE	METER NUMBER	CUSTOMER	INDEX	TRANSP. MARGIN	DELIVERY CHARGE (PER MMBTU)	MONTHLY SURCHARGE	FL&U	CHANGE OF NOTICE	TERM OF CONTRACT	EVERGREEN PROVISION (YES/NO)	Owner
1/2/1996	8612567	REDACTED	Panhandle Eastern	none	index + .50	24.00	0		indefinite	Yes	REDACTED
3/27/1996	9436944		Panhandle Eastern	none	index + .50	24.00	0		indefinite	Yes	
11/20/1962	5424731		Panhandle Eastern	none	0.6		0		indefinite	Yes	
5/31/1996	442732		Panhandle Eastern	none	index + .50	24.00	0		indefinite	Yes	
5/1/2000	8925716		Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes	
7/1/2007	8511783		Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes	
5/10/2005	9323469		Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes	
2/3/1978	9428037		Panhandle Eastern	none	index + .50	18.00	0		indefinite	Yes	
6/26/1998	9124527		Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes	
3/10/2008	9350349		Panhandle Eastern	none	index + .75		0		indefinite	Yes	
12/30/1983	9431846		Panhandle Eastern	none	index + .50	18.00	0		indefinite	Yes	
11/10/1999	55306		Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes	
11/13/2002	003308		Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes	
4/27/1998	9821390		Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes	
6/26/1998	9132106		Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes	
3/31/1998	9423407		Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes	
6/26/1998	9837583		Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes	
9/13/1982	9320914		Panhandle Eastern	none	index + .50	18.00	0		indefinite	Yes	
3/2/1992	9429163		Panhandle Eastern	none	index + .50	24.00	0	3/2/1992	indefinite	Yes	
6/23/1999	9136464		Panhandle Eastern	none	index + .50	40.00	0		indefinite	Yes	
3/8/2010	9420864	Panhandle Eastern	none	index + .75				indefinite	Yes		
3/10/2008	9125413	Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes		
7/25/2007	9524807	Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes		
5/4/1998	9836072	Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes		
8/18/1998	9526447	Panhandle Eastern	none	index + .10	40.00	0		indefinite	Yes		
3/10/2008	9126980	Panhandle Eastern	none	index + .75	40.00	0		indefinite	Yes		

REDACTED

REDACTED

4/24/2009	5414639
1/18/2010	999318
2/16/1998	8708348
8/9/2010	431487
8/9/2010	230289
7/25/2007	8829411
4/13/1998	9227159
5/29/2012	7507160
2/16/2010	9430736
2/29/2012	9835077

Panhandle Eastern	none	index + .50	40.00	0	4/29/2009	indefinite	Yes
Panhandle Eastern	none	index + .75	40.00	0	2/20/2010	indefinite	Yes
Panhandle Eastern	none	index + .75	40.00	0	4/27/2010	indefinite	Yes
Panhandle Eastern	none	index + .75	10.00	0	10/25/2010	indefinite	Yes
Panhandle Eastern	none	index + .75	10.00	0	10/25/2010	indefinite	Yes
Panhandle Eastern	none	index + .50	18.00	0		indefinite	Yes
Panhandle Eastern	none	index + .75	40.00		4/6/2011	indefinite	Yes
Panhandle Eastern	none	index + .75	18.00			indefinite	Yes
Panhandle Eastern	none	index + .75	40.00			indefinite	Yes
Panhandle Eastern	none	index + .75	40.00			indefinite	Yes

Customer is off
Name change

PEPL PIPELINE

Delivery

EVERGREEN

METER

Transport

Charge

Monthly

CHANGE OF

TERM OF

PROVISION

Date NUMBER

CUSTOMER

Index

Margin

(Per MMBTU)

Surcharge

FL&U

NOTICE

CONTRACT

(YES/NO)

Date	METER NUMBER	CUSTOMER	Index	Transport Margin	Delivery Charge (Per MMBTU)	Monthly Surcharge	FL&U	CHANGE OF NOTICE	TERM OF CONTRACT	EVERGREEN PROVISION (YES/NO)
1/25/2000	9529585	REDACTED	Panhandle Eastern	None	index + .60	40.00	0		indefinite	YES
4/19/2000	005511	REDACTED	Panhandle Eastern	None	index + .75	40.00	0		indefinite	YES
7/25/2007	8074278	REDACTED	Panhandle Eastern	None	index + .75	40.00	0		indefinite	YES
1/24/2000	904023	REDACTED	Panhandle Eastern	None	index + .75	40.00	0		indefinite	YES
2/10/2000	9643973	REDACTED	Panhandle Eastern	None	index + .75	40.00	0		indefinite	YES
1/26/2000	09525544	REDACTED	Panhandle Eastern	None	index + .50	40.00	0		indefinite	YES
12/15/1999	9631975	REDACTED	Panhandle Eastern	None	index + .75	40.00	0		indefinite	YES
4/7/2010	912701	REDACTED	Panhandle Eastern	None	index + .75	40.00	0		indefinite	YES

Customer is off
Name change

IRDS PIPELINE

DATE	METER NUMBER	CUSTOMER	INDEX	TRANSP. MARGIN	DELIVERY CHARGE (PER MMBTU)	MONTHLY SURCHARGE	FL&U	CHANGE OF NOTICE	TERM OF CONTRACT	EVERGREEN PROVISION (YES/NO)	Owner
3/22/2010	9533978	REDACTED	Panhandle Eastern	None	index + .40	40 00	0		indefinite	Yes	REDACTED
3/29/2010	9422625		Panhandle Eastern	None	index + .40	40 00	0		indefinite	Yes	
4/7/2011	0227449		Panhandle Eastern	None	index + .40	40 00	0		indefinite	Yes	
6/13/2011	0211401		Panhandle Eastern	None	index + .40	40 00	0		indefinite	Yes	
4/1/2012	8270638		Panhandle Eastern	None	index + .40	40 00	0		indefinite	Yes	
4/1/2012	8195084		Panhandle Eastern	None	index + .40	40 00	0		indefinite	Yes	

DATE	METER NUMBER	CUSTOMER	INDEX	TRANSP. MARGIN	CHARGE (PER MMBTU)	MONTHLY SURCHARGE	FL&U	OF NOTICE	TERM OF CONTRACT	PROVISION (YES/NO)	Owner
4/7/2011	0227449	REDACTED	Panhandle Eastern	None	index + .40	40.00	0		indefinite	Yes	
6/13/2011	0211401		Panhandle Eastern	None	index + .40	40.00	0		indefinite	Yes	
4/1/2012	8270638		Panhandle Eastern	None	index + .40	40.00	0		indefinite	Yes	
4/1/2012	8195084		Panhandle Eastern	None	index + .40	40.00	0		indefinite	Yes	