

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

In the Matter of)
Texas-Kansas-Oklahoma Gas, L.L.C.'s) Docket No. 13-TKOG-435-CPL
Compliance Filings as Required by)
Commission Order dated 3/19/12 in)
Docket No. 08-TKOG-314-COC)

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 filing in compliance with the conditions set forth in the State Corporation Commission's March 16, 2012 Order in this matter. In support thereof, TKO states as follows:

1. On March 16, 2012, the Commission granted TKO a Limited Certificate of Public Convenience and Authority ("Limited Certificate"), 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 Exhibit 1, are copies of all new or re-negotiated customers' contracts.

3. Pursuant to condition (b) above, TKO provides the most recent updated Redacted Contract Summary, attached as Exhibit 2.

Respectfully submitted,

/s/ C. Edward Watson

C. Edward Watson, II - #23386

Jeremy L. Graber - #24064

FOULSTON SIEFKIN LLP

1551 N. Waterfront Parkway, Suite 100

Wichita, KS 67206-4466

316.267.6371 (office)

316.267.6345 (fax)

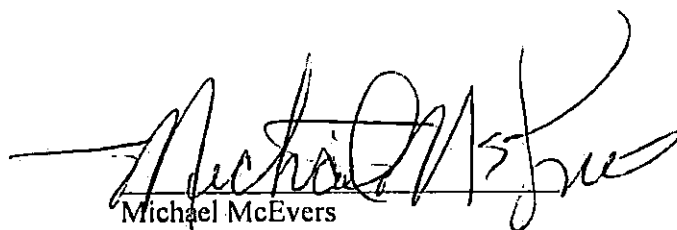
Attorneys for TKO

VERIFICATION

STATE OF TEXAS)
) ss:
COUNTY OF HARTLEY)

Michael McEvers, of lawful age, being first duly sworn, on oath deposes and states:

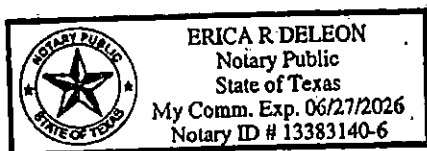
I am the Managing Member of Texas-Kansas-Oklahoma Gas, L.L.C. I have read the above and foregoing document, know and understand the contents thereof, and verify that the statements and allegations contained therein are true and correct, according to my knowledge, information and belief.


Michael McEvers

Subscribed and sworn to before me this 20th day of December, 2024.


Notary Public

My appointment expires:



CERTIFICATE OF SERVICE

I hereby certify that on this the 31st day of December, 2024, a true and correct copy of the above and foregoing Conditions Compliance Filing was e-mailed to the following:

Ms. Carly Masenthin
Kansas Corporation Commission
1500 SW Arrowhead Rd.
Topeka, KS 66604-4027
E-mail: c.masenthin@kcc.ks.gov

/s/ C. Edward Watson
C. Edward Watson, II - #23386

EXHIBIT 1

REDACTED

NEW OR RE-NEGOTIATED CONTRACTS

12/31/2024

GAS SALES AGREEMENT

This Gas Sales Agreement (“Agreement”) is made and effective the 2nd day of January, 2024 (“Effective Date”) by and between TEXAS-KANSAS-OKLAHOMA GAS, LLC, a Texas limited liability company (“TKO”) and REDACTED (“Buyer”).

RECITALS

WHEREAS, Buyer desires to purchase from TKO certain quantities of natural gas sufficient to satisfy all of Buyer’s irrigation requirements at the delivery points.

WHEREAS, TKO desires to sell gas to Buyer under the terms and conditions of this Agreement.

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

ARTICLE I

QUANTITY

1.1 Subject to the provisions of this Agreement, Buyer must purchase from TKO at the Delivery Point(s) 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, which means TKO may interrupt its gas delivery at any time for any reason, with no liability.

ARTICLE II

DELIVERY POINT(S); TRANSPORTATION; AND FACILITIES

2.1 All gas sold hereunder will be delivered to Buyer at any one or more of the Delivery Point(s) located in Hugoton, in Stevens County, Kansas (the “Property”), currently served at Meter No. 9524798B, or by such other meter as TKO assigns to this contract. Buyer has responsibility for and assumes any liability with respect to the gas after its delivery to Buyer at the Delivery Point(s).

ARTICLE III

PRICE

3.1 The price per MMBtu for all gas sold by TKO to Buyer hereunder is the sum of the monthly Weighted Average Cost of Gas (“WACOG”) for the month, which gas was delivered by TKO to Buyer plus fifty cents (\$0.50) per MMBtu. For purposes of this Agreement, WACOG is calculated by taking the total cost of gas from TKO’s supplier for the most recent month and dividing such

amount by the quantity of gas TKO purchased for the period. The total cost of gas includes charges of every type and nature from TKO's suppliers, including but not limited to, fixed and variable commodity charges, and shipping, transportation, and storage charges. The calculation for invoicing will be at 13.2 atmospheric pressure and 14.73 pressure base.

3.2 In addition to the cost of gas set forth in Section 3.1, Buyer will pay a fixed charge of \$40.00 each month, whether gas is purchased by Buyer during the month.

3.3 The price for gas sold by TKO to Buyer is exclusive of any and all applicable sales or use tax. Buyer is 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 deliver to Buyer hereunder.

3.4 TKO expressly reserves the right to adjust the price set forth in Section 3.1 and fixed charge in Section 3.2 on an annual basis pursuant to forty-five days' written notice prior to the end of the current term, notwithstanding the requirement that both parties execute a written instrument amending or modifying this Agreement pursuant to section 7.7 below.

ARTICLE IV

TERM

4.1 This Agreement is effective for an initial term commencing on the Effective Date extending through February 1st, 2024 and year-to-year thereafter. Either party may terminate this Agreement upon expiration of any annual renewal period thereafter, by delivering written notice to the other party not less than thirty (30) days prior to such expiration date. Termination of this Agreement will not relieve either party from any obligations previously accrued hereunder.

4.2 TKO may terminate this Agreement for cause for Buyer's nonpayment of its invoices after TKO notifies Buyer, in writing, as described in Article V below. If TKO terminates the Agreement, it may terminate the gas delivery, and it will have no further obligations to Buyer and will not be responsible for any claims, damages, harms, or other causes of action from Buyer, including a claim for lost profits, for terminating the gas delivery to Buyer.

ARTICLE V

BILLING AND PAYMENT

5.1 No later than the 20th day of each month, TKO will invoice Buyer for gas sold to Buyer during the previous month; provided, however that TKO's failure to bill by the 20th of the month will not be a default of the Agreement and will not be cause for terminating the same. Buyer agrees to pay TKO the total amount due hereunder by the 15th day following receipt of the invoice ("Due Date").

5.2 If Buyer does not pay the total amount due by the Due Date, TKO may impose late fees of 10% per month, or the maximum amount permitted by applicable law, whichever is greater, on the outstanding balance. If Buyer fails to pay the outstanding amounts due to TKO within fifteen (15)

days after receiving written notice by TKO, in addition to the amount then owing and late fees, TKO will be entitled to recover its costs of collecting such past due payments, including its reasonable attorney's fees.

5.3 Buyer will have until one year after receipt of an invoice to dispute any calculation, charges, rate, or any other matter contemplated on the invoice. All invoices and billings will be conclusively presumed final and accurate, and all associated claims for overpayments are waived unless Buyer objects to such invoices or billings in writing, with adequate explanation and/or documentation, within one year after the invoice date.

ARTICLE VI

QUALITY

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 TKO HEREUNDER ARE MADE WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING 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 will 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" means 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 TKO 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 will not be terminated by reason of suspension due to any one or more of the causes above set forth. A force majeure period will not 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 will remain in full force and effect in such jurisdiction and 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 will not affect the validity or enforceability of any provisions in any other jurisdiction.

7.2 THIS AGREEMENT IS 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 will 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 WILL EITHER PARTY BE RESPONSIBLE TO THE OTHER PARTY HEREUNDER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

7.5 This agreement does not create any rights in favor of any third parties, and the provisions of this Agreement may not be construed to create 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 supersedes any and all prior and contemporaneous agreements and understanding between the parties, whether oral or written, concerning the subject matter hereof.

7.7 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.

7.8 This Agreement is binding on the Parties' successors and assigns. Buyer may not assign this Agreement without TKO's advance written consent. Any assignee of Buyer's interest must assume all of Buyer's obligations under this Agreement. Buyer is not released from its obligations under this Agreement as a result of any permitted assignment unless specifically agreed to, in writing, by TKO.

7.9 The enforceability of this Agreement is not contingent upon the Buyer executing this Agreement. If Buyer (or its successors or assigns) does not execute this Agreement but nevertheless accepts gas from TKO, it assents to and will be bound by all the terms, conditions, and obligations in this Agreement. Specifically, the acceptance of gas and payment of TKO's

invoice after the Effective Date is deemed acceptance of the terms, conditions, and obligations under this Agreement. TKO expressly relies on Buyer accepting the terms of this Agreement as a condition of TKO providing the gas and other services contemplated by this Agreement.

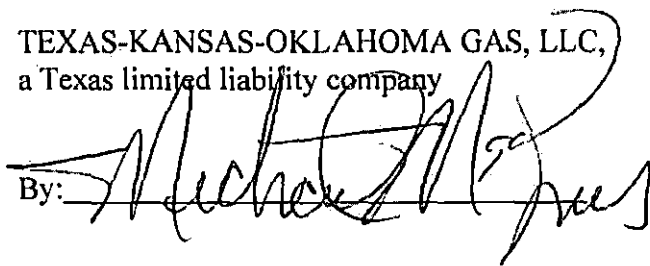
TKO:

Buyer:

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

REDACTED

By: _____

A handwritten signature in black ink, appearing to read "Michael M. Jones", is written over a horizontal line. The signature is stylized and cursive.

By: _____

GAS SALES AGREEMENT

This Gas Sales Agreement (“Agreement”) is made and effective the 16th day of April, 2024 (“Effective Date”) by and between TEXAS-KANSAS-OKLAHOMA GAS, LLC, a Texas limited liability company (“TKO”) and REDACTED (“Buyer”).

RECITALS

WHEREAS, Buyer desires to purchase from TKO certain quantities of natural gas sufficient to satisfy all of Buyer’s irrigation requirements at the delivery points.

WHEREAS, TKO desires to sell gas to Buyer under the terms and conditions of this Agreement.

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

ARTICLE I

QUANTITY

1.1 Subject to the provisions of this Agreement, Buyer must purchase from TKO at the Delivery Point(s) 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, which means TKO may interrupt its gas delivery at any time for any reason, with no liability.

ARTICLE II

DELIVERY POINT(S); TRANSPORTATION; AND FACILITIES

2.1 All gas sold hereunder will be delivered to Buyer at any one or more of the Delivery Point(s) located Elkhart, in Morton County, Kansas (the “Property”), currently served at Meter No. 042007464, or by such other meter as TKO assigns to this contract. Buyer has responsibility for and assumes any liability with respect to the gas after its delivery to Buyer at the Delivery Point(s).

ARTICLE III

PRICE

3.1 The price per MMBtu for all gas sold by TKO to Buyer hereunder is the sum of the monthly Weighted Average Cost of Gas (“WACOG”) for the month, which gas was delivered by TKO to Buyer plus fifty cents (\$0.50) per MMBtu. For purposes of this Agreement, WACOG is calculated by taking the total cost of gas from TKO’s supplier for the most recent month and dividing such

amount by the quantity of gas TKO purchased for the period. The total cost of gas includes charges of every type and nature from TKO's suppliers, including but not limited to, fixed and variable commodity charges, and shipping, transportation, and storage charges. The calculation for invoicing will be at 13.2 atmospheric pressure and 14.73 pressure base.

3.2 In addition to the cost of gas set forth in Section 3.1, Buyer will pay a fixed charge of \$40.00 each month, whether gas is purchased by Buyer during the month.

3.3 The price for gas sold by TKO to Buyer is exclusive of any and all applicable sales or use tax. Buyer is 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 deliver to Buyer hereunder.

3.4 TKO expressly reserves the right to adjust the price set forth in Section 3.1 and fixed charge in Section 3.2 on an annual basis pursuant to forty-five days' written notice prior to the end of the current term, notwithstanding the requirement that both parties execute a written instrument amending or modifying this Agreement pursuant to section 7.7 below.

ARTICLE IV

TERM

4.1 This Agreement is effective for an initial term commencing on the Effective Date extending through May 1st, 2024 and month-to-month thereafter. Either party may terminate this Agreement upon expiration of any annual renewal period thereafter, by delivering written notice to the other party not less than thirty (30) days prior to such expiration date. Termination of this Agreement will not relieve either party from any obligations previously accrued hereunder.

4.2 TKO may terminate this Agreement for cause for Buyer's nonpayment of its invoices after TKO notifies Buyer, in writing, as described in Article V below. If TKO terminates the Agreement, it may terminate the gas delivery, and it will have no further obligations to Buyer and will not be responsible for any claims, damages, harms, or other causes of action from Buyer, including a claim for lost profits, for terminating the gas delivery to Buyer.

ARTICLE V

BILLING AND PAYMENT

5.1 No later than the 20th day of each month, TKO will invoice Buyer for gas sold to Buyer during the previous month; provided, however that TKO's failure to bill by the 20th of the month will not be a default of the Agreement and will not be cause for terminating the same. Buyer agrees to pay TKO the total amount due hereunder by the 15th day following receipt of the invoice ("Due Date").

5.2 If Buyer does not pay the total amount due by the Due Date, TKO may impose late fees of 10% per month, or the maximum amount permitted by applicable law, whichever is greater, on the outstanding balance. If Buyer fails to pay the outstanding amounts due to TKO within fifteen (15)

days after receiving written notice by TKO, in addition to the amount then owing and late fees, TKO will be entitled to recover its costs of collecting such past due payments, including its reasonable attorney's fees.

5.3 Buyer will have until one year after receipt of an invoice to dispute any calculation, charges, rate, or any other matter contemplated on the invoice. All invoices and billings will be conclusively presumed final and accurate, and all associated claims for overpayments are waived unless Buyer objects to such invoices or billings in writing, with adequate explanation and/or documentation, within one year after the invoice date.

ARTICLE VI

QUALITY

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 TKO HEREUNDER ARE MADE WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING 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 will be excused from performance of such impaired obligations hereunder during the continuance of such inability so caused. For purposes of this Agreement, the term "force majeure" means 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 TKO 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 will not be terminated by reason of suspension due to any one or more of the causes above set forth. A force majeure period will not 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 will remain in full force and effect in such jurisdiction and 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 will not affect the validity or enforceability of any provisions in any other jurisdiction.

7.2 THIS AGREEMENT IS 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 will 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 WILL EITHER PARTY BE RESPONSIBLE TO THE OTHER PARTY HEREUNDER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

7.5 This agreement does not create any rights in favor of any third parties, and the provisions of this Agreement may not be construed to create 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 supersedes any and all prior and contemporaneous agreements and understanding between the parties, whether oral or written, concerning the subject matter hereof.

7.7 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.

7.8 This Agreement is binding on the Parties' successors and assigns. Buyer may not assign this Agreement without TKO's advance written consent. Any assignee of Buyer's interest must assume all of Buyer's obligations under this Agreement. Buyer is not released from its obligations under this Agreement as a result of any permitted assignment unless specifically agreed to, in writing, by TKO.

7.9 The enforceability of this Agreement is not contingent upon the Buyer executing this Agreement. If Buyer (or its successors or assigns) does not execute this Agreement but nevertheless accepts gas from TKO, it assents to and will be bound by all the terms, conditions, and obligations in this Agreement. Specifically, the acceptance of gas and payment of TKO's

invoice after the Effective Date is deemed acceptance of the terms, conditions, and obligations under this Agreement. TKO expressly relies on Buyer accepting the terms of this Agreement as a condition of TKO providing the gas and other services contemplated by this Agreement.

TKO:

Buyer:

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

REDACTED

By: 

By: _____

GAS SALES AGREEMENT

This Gas Sales Agreement (“Agreement”) is made and effective the 11th day of November, 2024 (“Effective Date”) by and between TEXAS-KANSAS-OKLAHOMA GAS, LLC, a Texas limited liability company (“TKO”) and **REDACTED** (“Buyer”).

RECITALS

WHEREAS, Buyer desires to purchase from TKO certain quantities of natural gas sufficient to satisfy all of Buyer’s irrigation requirements at the delivery points.

WHEREAS, TKO desires to sell gas to Buyer under the terms and conditions of this Agreement.

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

ARTICLE I

QUANTITY

1.1 Subject to the provisions of this Agreement, Buyer must purchase from TKO at the Delivery Point(s) 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, which means TKO may interrupt its gas delivery at any time for any reason, with no liability.

ARTICLE II

DELIVERY POINT(S); TRANSPORTATION; AND FACILITIES

2.1 All gas sold hereunder will be delivered to Buyer at any one or more of the Delivery Point(s) located Elkhart, in Morton County, Kansas (the “Property”), currently served at Meter No. 9228982, or by such other meter as TKO assigns to this contract. Buyer has responsibility for and assumes any liability with respect to the gas after its delivery to Buyer at the Delivery Point(s).

ARTICLE III

PRICE

3.1 The price per MMBtu for all gas sold by TKO to Buyer hereunder is the sum of the monthly Weighted Average Cost of Gas (“WACOG”) for the month, which gas was delivered by TKO to Buyer plus fifty cents (\$0.50) per MMBtu. For purposes of this Agreement, WACOG is calculated by taking the total cost of gas from TKO’s supplier for the most recent month and dividing such amount by the quantity of gas TKO purchased for the period. The total cost of gas includes charges

of every type and nature from TKO's suppliers, including but not limited to, fixed and variable commodity charges, and shipping, transportation, and storage charges. The calculation for invoicing will be at 13.2 atmospheric pressure and 14.73 pressure base.

3.2 In addition to the cost of gas set forth in Section 3.1, Buyer will pay a fixed charge of \$40.00 each month, whether gas is purchased by Buyer during the month.

3.3 The price for gas sold by TKO to Buyer is exclusive of any and all applicable sales or use tax. Buyer is 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 deliver to Buyer hereunder.

3.4 TKO expressly reserves the right to adjust the price set forth in Section 3.1 and fixed charge in Section 3.2 on an annual basis pursuant to forty-five days' written notice prior to the end of the current term, notwithstanding the requirement that both parties execute a written instrument amending or modifying this Agreement pursuant to section 7.7 below.

ARTICLE IV

TERM

4.1 This Agreement is effective for an initial term commencing on the Effective Date extending through December 31st, 2024 and month-to-month thereafter. Either party may terminate this Agreement upon expiration of any annual renewal period thereafter, by delivering written notice to the other party not less than thirty (30) days prior to such expiration date. Termination of this Agreement will not relieve either party from any obligations previously accrued hereunder.

4.2 TKO may terminate this Agreement for cause for Buyer's nonpayment of its invoices after TKO notifies Buyer, in writing, as described in Article V below. If TKO terminates the Agreement, it may terminate the gas delivery, and it will have no further obligations to Buyer and will not be responsible for any claims, damages, harms, or other causes of action from Buyer, including a claim for lost profits, for terminating the gas delivery to Buyer.

ARTICLE V

BILLING AND PAYMENT

5.1 No later than the 20th day of each month, TKO will invoice Buyer for gas sold to Buyer during the previous month; provided, however that TKO's failure to bill by the 20th of the month will not be a default of the Agreement and will not be cause for terminating the same. Buyer agrees to pay TKO the total amount due hereunder by the 15th day following receipt of the invoice ("Due Date").

5.2 If Buyer does not pay the total amount due by the Due Date, TKO may impose late fees of 10% per month, or the maximum amount permitted by applicable law, whichever is greater, on the outstanding balance. If Buyer fails to pay the outstanding amounts due to TKO within fifteen (15) days after receiving written notice by TKO, in addition to the amount then owing and late fees,

TKO will be entitled to recover its costs of collecting such past due payments, including its reasonable attorney's fees.

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ARTICLE VI

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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 TKO HEREUNDER ARE MADE WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING 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 will 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" means 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 TKO 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 will not be terminated by reason of suspension due to any one or more of the causes above set forth. A force majeure period will not extend the term of this Agreement.

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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 will remain in full force and effect in such jurisdiction and 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 will not affect the validity or enforceability of any provisions in any other jurisdiction.

7.2 THIS AGREEMENT IS 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 will 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 WILL EITHER PARTY BE RESPONSIBLE TO THE OTHER PARTY HEREUNDER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

7.5 This agreement does not create any rights in favor of any third parties, and the provisions of this Agreement may not be construed to create 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 supersedes any and all prior and contemporaneous agreements and understanding between the parties, whether oral or written, concerning the subject matter hereof.

7.7 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.

7.8 This Agreement is binding on the Parties' successors and assigns. Buyer may not assign this Agreement without TKO's advance written consent. Any assignee of Buyer's interest must assume all of Buyer's obligations under this Agreement. Buyer is not released from its obligations under this Agreement as a result of any permitted assignment unless specifically agreed to, in writing, by TKO.

7.9 The enforceability of this Agreement is not contingent upon the Buyer executing this Agreement. If Buyer (or its successors or assigns) does not execute this Agreement but nevertheless accepts gas from TKO, it assents to and will be bound by all the terms, conditions, and obligations in this Agreement. Specifically, the acceptance of gas and payment of TKO's invoice after the Effective Date is deemed acceptance of the terms, conditions, and obligations

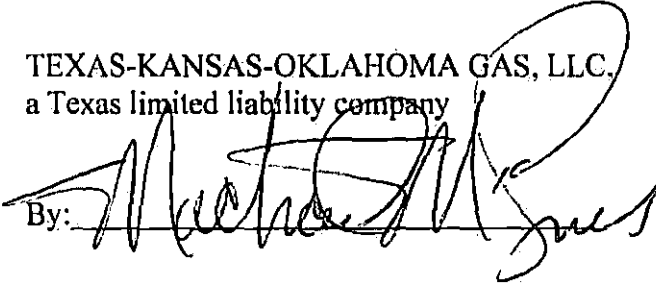
under this Agreement. TKO expressly relies on Buyer accepting the terms of this Agreement as a condition of TKO providing the gas and other services contemplated by this Agreement.

TKO:

Buyer:

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

REDACTED

By: 

By: _____

GAS SALES AGREEMENT

This Gas Sales Agreement (“Agreement”) is made and effective the 16th day of April, 2024 (“Effective Date”) by and between TEXAS-KANSAS-OKLAHOMA GAS, LLC, a Texas limited liability company (“TKO”) and REDACTED (“Buyer”).

RECITALS

WHEREAS, Buyer desires to purchase from TKO certain quantities of natural gas sufficient to satisfy all of Buyer’s irrigation requirements at the delivery points.

WHEREAS, TKO desires to sell gas to Buyer under the terms and conditions of this Agreement.

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

ARTICLE I

QUANTITY

1.1 Subject to the provisions of this Agreement, Buyer must purchase from TKO at the Delivery Point(s) 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, which means TKO may interrupt its gas delivery at any time for any reason, with no liability.

ARTICLE II

DELIVERY POINT(S); TRANSPORTATION; AND FACILITIES

2.1 All gas sold hereunder will be delivered to Buyer at any one or more of the Delivery Point(s) located in Hugoton, in Stevens County, Kansas (the “Property”), currently served at Meter No. 9721526, or by such other meter as TKO assigns to this contract. Buyer has responsibility for and assumes any liability with respect to the gas after its delivery to Buyer at the Delivery Point(s).

ARTICLE III

PRICE

3.1 The price per MMBtu for all gas sold by TKO to Buyer hereunder is the sum of the monthly Weighted Average Cost of Gas (“WACOG”) for the month, which gas was delivered by TKO to Buyer plus fifty cents (\$0.50) per MMBtu. For purposes of this Agreement, WACOG is calculated by taking the total cost of gas from TKO’s supplier for the most recent month and dividing such amount by the quantity of gas TKO purchased for the period. The total cost of gas includes charges

of every type and nature from TKO's suppliers, including but not limited to, fixed and variable commodity charges, and shipping, transportation, and storage charges. The calculation for invoicing will be at 13.2 atmospheric pressure and 14.73 pressure base.

3.2 In addition to the cost of gas set forth in Section 3.1, Buyer will pay a fixed charge of \$40.00 each month, whether gas is purchased by Buyer during the month.

3.3 The price for gas sold by TKO to Buyer is exclusive of any and all applicable sales or use tax. Buyer is 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 deliver to Buyer hereunder.

3.4 TKO expressly reserves the right to adjust the price set forth in Section 3.1 and fixed charge in Section 3.2 on an annual basis pursuant to forty-five days' written notice prior to the end of the current term, notwithstanding the requirement that both parties execute a written instrument amending or modifying this Agreement pursuant to section 7.7 below.

ARTICLE IV

TERM

4.1 This Agreement is effective for an initial term commencing on the Effective Date extending through May 1st, 2024 and year-to-year thereafter. Either party may terminate this Agreement upon expiration of any annual renewal period thereafter, by delivering written notice to the other party not less than thirty (30) days prior to such expiration date. Termination of this Agreement will not relieve either party from any obligations previously accrued hereunder.

4.2 TKO may terminate this Agreement for cause for Buyer's nonpayment of its invoices after TKO notifies Buyer, in writing, as described in Article V below. If TKO terminates the Agreement, it may terminate the gas delivery, and it will have no further obligations to Buyer and will not be responsible for any claims, damages, harms, or other causes of action from Buyer, including a claim for lost profits, for terminating the gas delivery to Buyer.

ARTICLE V

BILLING AND PAYMENT

5.1 No later than the 20th day of each month, TKO will invoice Buyer for gas sold to Buyer during the previous month; provided, however that TKO's failure to bill by the 20th of the month will not be a default of the Agreement and will not be cause for terminating the same. Buyer agrees to pay TKO the total amount due hereunder by the 15th day following receipt of the invoice ("Due Date").

5.2 If Buyer does not pay the total amount due by the Due Date, TKO may impose late fees of 10% per month, or the maximum amount permitted by applicable law, whichever is greater, on the outstanding balance. If Buyer fails to pay the outstanding amounts due to TKO within fifteen (15) days after receiving written notice by TKO, in addition to the amount then owing and late fees,

TKO will be entitled to recover its costs of collecting such past due payments, including its reasonable attorney's fees.

5.3 Buyer will have until one year after receipt of an invoice to dispute any calculation, charges, rate, or any other matter contemplated on the invoice. All invoices and billings will be conclusively presumed final and accurate, and all associated claims for overpayments are waived unless Buyer objects to such invoices or billings in writing, with adequate explanation and/or documentation, within one year after the invoice date.

ARTICLE VI

QUALITY

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 TKO HEREUNDER ARE MADE WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING 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 will 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" means 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 TKO 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 will not be terminated by reason of suspension due to any one or more of the causes above set forth. A force majeure period will not 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 will remain in full force and effect in such jurisdiction and 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 will not affect the validity or enforceability of any provisions in any other jurisdiction.

7.2 THIS AGREEMENT IS 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 will 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 WILL EITHER PARTY BE RESPONSIBLE TO THE OTHER PARTY HEREUNDER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

7.5 This agreement does not create any rights in favor of any third parties, and the provisions of this Agreement may not be construed to create 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 supersedes any and all prior and contemporaneous agreements and understanding between the parties, whether oral or written, concerning the subject matter hereof.

7.7 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.

7.8 This Agreement is binding on the Parties' successors and assigns. Buyer may not assign this Agreement without TKO's advance written consent. Any assignee of Buyer's interest must assume all of Buyer's obligations under this Agreement. Buyer is not released from its obligations under this Agreement as a result of any permitted assignment unless specifically agreed to, in writing, by TKO.

7.9 The enforceability of this Agreement is not contingent upon the Buyer executing this Agreement. If Buyer (or its successors or assigns) does not execute this Agreement but nevertheless accepts gas from TKO, it assents to and will be bound by all the terms, conditions, and obligations in this Agreement. Specifically, the acceptance of gas and payment of TKO's invoice after the Effective Date is deemed acceptance of the terms, conditions, and obligations

under this Agreement. TKO expressly relies on Buyer accepting the terms of this Agreement as a condition of TKO providing the gas and other services contemplated by this Agreement.

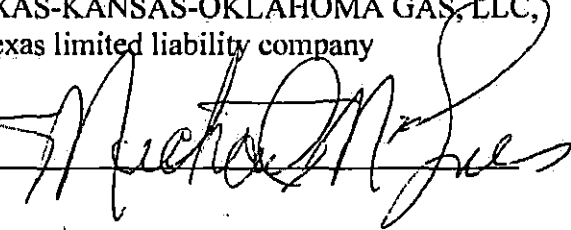
TKO:

Buyer:

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

REDACTED

By:



By: _____

EXHIBIT 2

REDACTED

UPDATED CONTRACT SUMMARY

12/31/2024

Merit

Jurisdictional

710

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	Acct#
10/01/17	0319350	REDACTED	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	710173001

*30 day notice to terminate yearly

Division 720

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)		Acct#
Residential	17-J015569	REDACTED	2.00/1.25/.95/.80/.60	\$2	N/A	N/A	meter change	720239050
Residential	5117284	REDACTED	2.00/1.25/.95/.80/.60	\$2	N/A	N/A		720240050
10/01/17	8715564	REDACTED	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	meter change	720243000
10/01/17	9434752	REDACTED	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes		720247000
01/01/00	9220462	REDACTED	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes		720255000

*30 day notice to terminate yearly

Division 720

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	Acct#
10/01/17	BHE363134	REDACTED	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	720565000

*30 day notice to terminate yearly

Division 730

Contract Date	Meter Number	Customer	Delivery Charge	Monthly Surchage	Term of Contract	Evergreen Provision (Yes/No)	Acct#
	9652541	REDACTED					730151000
10/01/17	9651151		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730332000
10/01/17	9014321		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730337001
09/01/17	9434707		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730349000
10/01/17	9118378		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730354000
10/01/17	9224612		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730362000
10/01/17	9634487		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730373001
08/25/23	8917460		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730375002
10/01/17	9224611		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730387000
10/01/17	7375136		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730393000
10/01/17	8705074		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730404000
09/01/17	8705074B		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730404010
10/01/17	8622961		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730405000
10/01/17	9625544		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730407000
09/01/17	9119376		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730410200
10/01/17	8708324		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730426001
09/01/17	8466145		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730427100
10/01/17	119243		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730428000
12/09/21	9012981		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730382001
02/24/22	9630058		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730510100

*30 day notice to terminate yearly

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	
	BHE363106	REDACTED					730149000
10/1/17	9018904		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730181000
10/1/17	9137324		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730181100
9/1/17	9425871		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730212000
10/1/17	7808179		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730212200
	BHE309541						730270000
	BHE309506						730274000
4/13/20	8705121		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730298000
10/1/17	13157644		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730311001
09/01/17	9322675		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730356001
9/1/17	9124501		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357000
10/1/17	9124501B		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357001
9/1/17	9124501C		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357002
9/1/17	9229022A		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357100
9/1/17	9229022B		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357101
04/13/20	9012989		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357300
09/01/17	8709953		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357500
09/01/17	8709953B		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357501
09/01/17	8709953C		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357502
09/01/17	9015293		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357600
09/01/17	8906032		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357700
9/1/17	BHE309534		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730427000
	BHE334243						730500000
10/1/17	9537577		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730501000

*30 day notice to terminate yearly

732

Jurisdictional

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	Acct#
6/2/2020	1250647	REDACTED	BHEPLUS\$.50 AND\$.05 LINE FEE	\$40.00	YEAR TO YEAR 12/31	Yes	732140000
6/3/2020	8058950	REDACTED	BHEPLUS\$.50 AND\$.05 LINE FEE	\$40.00	YEAR TO YEAR 12/31	Yes	732150000
10/01/17	9532786	REDACTED	BHEPLUS\$.50 AND\$.05 LINE FEE	\$40.00	YEAR TO YEAR 12/31	Yes	732401000
09/01/17	9132137	REDACTED	BHEPLUS\$.50 AND\$.05 LINE FEE	\$40.00	YEAR TO YEAR 12/32	Yes	732490201

Merit

Jurisdictional

735

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	Acct#
04/20/21	8714685	REDACTED	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735214010
04/20/21	8714685B		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735214020
3/1/2018	7226507		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735250001
10/01/17	9430731		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735251001
10/1/2017	0424021						735510000
10/1/2017	0816497						735510200
10/1/2017	8622926		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735511000
10/1/2017	9324738		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735512000
10/1/2017	9640521		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735516000
10/1/2017	9125438		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735517000
	1282257						735518000
10/1/2017	08-1064		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735519000
04/20/21	9640157		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735514001
04/20/21	9439541		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735515001
04/20/21	9533978		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735513001
04/27/21	90143509		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735248002
04/20/21	8714685C		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735214030

Division 740

Contract Date	Meter Number	Customer	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	Acct#
1/1/2000	9134918	REDACTED	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740298000

BlackHills

740

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	Acct#
	BHE309550	REDACTED					740110100
10/1/2017	9331378		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740121000
	9438944		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	7401231001
	BHE363085						740125000
2/1/2018	0919478		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740132000
4/20/2021	9006143		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740134400
	BHE309543						740178002
Residential	431487		PE AVG + \$.75	\$40	Year to year ending 12/31*	Yes	740178150
10/1/2017	230289		PE AVG + \$.75	\$40	Year to year ending 12/31*	Yes	740178250
9/1/2017	9643968		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740182000
9/1/2017	9543560		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740182100
9/10/2018	428960		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740204150
	BHE363247						740205100
	BHE363120						740207100
10/1/2017	9645912		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740223000
9/1/2017	BHE363122		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740224001
11/21/2023	BHE363103		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740230011
11/21/2023	BHE363103B		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740230021
10/1/2017	899980		2.00/1.25/.95/.80/.60	\$2	Year to year ending 12/31*	Yes	740232051
10/1/2017	BHE363090		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740252001
10/1/2017	BHE363117		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740296000
10/1/2017	9542971		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740297000
10/1/2017	BHE363200		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740304000
4/27/2021	8785119		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740310100
10/19/2021	9232231		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740320100
10/1/2017	9431872		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740304100
10/1/2017	8708348		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740344001
9/1/2017	9423407		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740345010
	9547444		WACOG + \$.50	\$40			740345100
2/11/2022	BHE363128		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740346101
10/1/2017	227636		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740346200
9/1/2017	19157656		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740346300
	BHE309519		WACOG + \$.50	\$40			740351000
10/1/2017	9423391		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740369001
	9227159		WACOG + \$.50	\$40			740374001
10/1/2017	9121845		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740375000
1/28/2020	8613811		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740376001
10/1/2017	9053110		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740377001
10/1/2017	9922107		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740378000
9/1/2017	953975B		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740391021
10/1/2017	975726		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740392051

REDACTED

10/1/2017	9123248	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740392100
10/1/2017	127385	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740393050
10/1/2017	9229081	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740398001
10/1/2017	BHE363116	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740405001
10/1/2017	BHE326270	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740415050
10/1/2017	8174861	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740421000
10/1/2017	9323469	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740425001
10/1/2017	9430736	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740426002
9/1/2017	9524798	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740429000
10/1/2017	BHE363215	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740430000
10/1/2017	9125413	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740431100
10/1/2017	9420864	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740431200
10/1/2017	9230349	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740431301
10/1/2017	9124527	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740431400
11/21/2023	9132106	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740431511
11/21/2023	9132106B	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740431521
10/1/2017	9126980	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740431600
10/1/2017	999318	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740431700
10/1/2017	9134975C	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740431810
10/1/2017	9134975B	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740431820
10/1/2017	9134975A	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740431830
10/1/2017	BHE333798	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740432000
10/1/2017	BHE363089	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740432101
	8714510	WACOG + \$.50	\$40			740432200
10/1/2017	1530629	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740432300
10/1/2017	9437604	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740432401
9/1/2017	9328779	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740432500
	9839173					740432600
9/1/2017	9220466	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740432700
9/1/2017	7112979	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740432801
9/1/2017	9429175	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740432900
9/1/2017	5381710	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740433000
8/20/2020	15552	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740440150
1/26/2021	9015309	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740451000
10/1/2017	7685	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740510100
	BHE309554	WACOG + \$.50	\$40			740510300
9/1/2017	8906056A	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740510401
9/1/2017	8906056	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740510410
9/1/2017	8906056C	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740510420
9/1/2017	9331341	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740510500
1/31/2022	9331341B	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740510510
9/1/2017	9227045	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740510600
11/29/2023	BHE194949	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740520100
11/29/2023	BHE768653	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740520200
11/29/2023	BHE425893	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740520300
1/2/2024	9524798B	WACOG + \$.51	\$40	Year to year ending 12/31*		740429010
4/16/2024	9721526	WACOG + \$.52	\$40	Year to year ending 12/31*		740207005

BlackHills

Jurisdictional

741

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	Acct#
REDACTED							
2/1/2012	9835077		.PE avg plus .65	\$20.00	to 1/31/2019	Yes	741281000
2/1/2012	9232715		.PE avg plus .65	\$20.00	to 1/31/2019	Yes	741282000

BlackHills
745

Jurisdictional

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	
	116202	REDACTED					745100000
8/1/18	9740782		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	745100100
3/21/22	9126937		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	745100201
	9140659						745100300
	9736729						745100400
9/26/2023	3025725		WACOG + \$.50	\$40	Year to year ending 12/31*	YES	745100700
3/10/2020	9640134		WACOG + \$.50	\$40	Year to year ending 12/31*	YES	745100900
11/12/19	42007464		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	745100800
4/20/2021	9227052		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	745200100
	879042						745200200
4/19/2022	9914010		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	745200400
7/24/2023	9333570		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	745200500
4/16/2024	42007464		WACOG + \$.51	\$40			745100801
11/18/2024	9228982		WACOG + \$.52	\$40			745200301

*30 day notice to terminate year!

Merit

Jurisdictional

750

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Received Term of Contract	Evergreen Provision (Yes/No)	Acct#
10/1/2017	0150910	REDACTED	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	750260000
10/1/2017	912701	REDACTED	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	750308001

BlackHills

Jurisdictional

770

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	Acct#
5/1/2014	9529940	REDACTED	- PE avg plus .65	\$40.00	Year to year ending 12/31*	Yes	770100000
5/1/2014	8828241	REDACTED	- PE avg plus .65	\$40.00	Year to year ending 12/31*	Yes	770200000

Seward

Jurisdictional

780

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	Acct#
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REDACTED

4/7/2011	821236007		WACOG plus .35	\$40.00	to 04/07/2026	Yes	780100900
6/28/2024	8818149		WACOG plus .36	\$40.00			780200300

Seward

Jurisdictional

781

Contract
Date

Meter
Number

Customer Name

Delivery Charge

Monthly
Surcharge

Term of Contract

Evergreen
Provision
(Yes/No)

Acct#

REDACTED

2/8/2016

8512956

WACOG plus .35

\$40.00 to January 31, 2026

Yes

781100100

Seward

Jurisdictional

783

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	Acct#
		REDACTED					
4/1/2012	0045687		WACOG plus .35	\$40.00	to 3/31/2026	Yes	783000100 meter change
4/1/2012	9131457		WACOG plus .35	\$40.00	to 03/31/2026	Yes	783000200

784

Jurisdictional

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	Acct#
<u>4/6/2015</u>	<u>9946696</u>	REDACTED	PE avg plus.65	\$20.00	Year to year ending 12/31*	Yes	784100101

785

Jurisdictional

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	Acct#
<u>7/7/2016</u>	<u>9329418</u>	<u>REDACTED</u>	<u>PE 1st mo plus 1.25</u>	<u>\$40.00</u>	<u>to August 2020</u>	<u>Yes</u>	<u>785100101</u>