

**WHOLESALE GAS SALES CONTRACT
FOR THE STATE OF KANSAS**

THIS CONTRACT, made this day of June 4, 2018, by and between Kansas Industrial Energy Supply Company (KIESCO), herein called "Company," and Kansas Gas Service Company (KGS), A Division of ONE Gas, Inc., herein called "Customer".

It is hereby agreed as follows:

1. Agreement to Purchase on Behalf of and Deliver. Company agrees to purchase on behalf of and deliver to Customer and Customer agrees to take delivery of and pay for all natural gas required by Customer for Customer's use or resale distribution at the KIESCO/KGS delivery point ("Delivery Point"). Said usage and resale to be reserved solely for Customer's use within the City limits of the Wichita, Kansas and is subject to the terms and conditions as defined herein. This Agreement is limited to fulfill only the Customers natural gas requirements necessary to fulfill supply needs as may be generated at the Delivery Point.

2. Term. The primary term of this Contract shall commence upon completion of the construction required to connect Customer to Company's facilities and Kansas Corporation Commission approval and shall remain in effect for 30 days. Thereafter the contract term will extend month to month until canceled by either party upon thirty (30) days written notice to the other party.

3. Terms of Delivery. All gas purchased on behalf of and delivered hereunder shall be provided at a rate equivalent to [REDACTED]
[REDACTED]

It is specifically agreed that Customer shall have the right to make and to file with the Commission, in accordance with the rules and regulations of such regulatory authority and the applicable statutes of the State of Kansas, such changes in rates and new rates or rate schedules as are required to enable Customer to recover its cost of service including a fair rate of return.

4. Nature of Delivery. Company shall use reasonable diligence to provide a continuous and adequate supply of gas to Customer, consistent with the General Terms and Conditions, as filed and approved by the Commission, and subject to the following conditions:

(a) Delivery of gas hereunder is subject to the General Terms and Conditions provision relating to service curtailment as currently defined in Index No. 13, Section 10, *Priority Classification and Service Categories*, paragraph (10.1 b) and as effectively modified from time to time by Company.

(b) Delivery pressure of gas shall be such varying pressures as may exist under the operating conditions of the applicable interstate pipeline and Company at the point of delivery.

(c) For purposes of measurement base pressure shall be 14.73 psia.

5. Alternate Back Up Gas Supply. Customer shall have the right to secure an alternate back up gas supply to be used during periods when Company cannot maintain adequate deliveries to Customer. This alternate back up gas supply can be used: during curtailment, when gas supply is limited, there are low delivery pressures or other emergency situations which may arise. Customer shall notify Company immediately upon securing or the use of an alternate back up supply. Company shall have no obligation to provide alternate back up gas supply to Customer.

6. Payment of Bills. Company shall invoice Customer for Gas delivered and received in the preceding Month and for any applicable charges as may be agreed to herein. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will be then be adjusted on the following Month's billing (or as soon thereafter as actual delivery information is available) to reflect the actual quantity of gas received at the Delivery Point. Late payment or nonpayment of bill may cause termination of service as described in the General Terms and Conditions. Payment shall be made in U.S. dollars.

7. Notices. Notice to Company under this Contract shall be addressed to:

Name:	Clayton Schuler
Title:	General Manager
Company Name:	Kansas Industrial Energy Supply Company
Address:	P.O. Box 780008 MS K06-92
City/State/Zip	Wichita, KS 67278-0008

and notice to Customer, including notices of interruption, shall be directed to:

Name:	Larry Dykes
Title:	Managing Director of Gas Supply

Company Name: Kansas Gas Service Company
Address: 7421 W. 129th Street
City/State/Zip: Overland Park, KS 66213
Email: Larry.Dykes@onegas.com
Tel. No. 913-344-8830
Fax. No. 913-344-8837

Either party may change its address for notice under this section at any time upon written notice.

8. Succession and Assignment: This Contract and each of its terms shall bind and inure to the benefit of the parties hereto, their respective successors and assigns.

9. Supplemental Contractual Agreement: Attached hereto and incorporated by reference in the Contract is the form of the NAESB Standard 6.3.1 Base Contract for Sale and Purchase of Natural Gas ("NAESB Contract"). To the extent consistent with and not otherwise addressed within the Contract, provisions of the NAESB Contract shall supplement terms of and obligations of the parties under the Contract. The parties specifically recognize and agree that the Transaction Confirmation Procedures and pricing provisions set forth in the NAESB Contract shall not be utilized in the performance of the Contract. It is further agreed and understood that the terms "Seller" and "Buyer" appearing in the NAESB Contract shall mean "Company" and "Customer", respectively, as defined in the Contract.

10. Regulatory Approval: This Contract is subject to the rules and regulations of the City of Wichita, the Kansas Corporation Commission and any other regulatory or legislative authorities having jurisdiction over the delivery of natural gas as contemplated hereunder. In the event of any conflict between this Contract and any applicable rule, regulation or approved tariff, the rule, regulation or tariff shall control.

11. Deregulation. If the City of Wichita or the Commission loses, relinquishes, or waives jurisdiction of this sale, Company may terminate this Contract upon thirty (30) days' written notice to Customer. Unless so terminated, or terminated as otherwise provided herein, this Contract shall remain in full force and effect for the same term, at the same rate and upon the same General Terms and Conditions as when the Commission last exercised jurisdiction of this sale.

12. Effectiveness. This Contract shall be effective upon execution by both parties.

The parties hereto have accordingly executed this Contract, on the date first above written.

Kansas Industrial Energy Supply Company

Title: General Manager

By:


Clayton Schuler

Kansas Gas Service Company,
A Division of ONE Gas, Inc.

Title: Managing Director of Gas Supply

By:


Larry Dykes