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January 14, 2019

Anne E. Callenbach
(816) 572-4760

Lynn Retz
Secretary to the Commission
1500 SW Arrowhead Road
Topeka, KS 66604-4027

Docket Room
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, KS 66604-4027

Re: Confidential Brief Filed in Docket No. 14-ANGG-119-COM

Dear Ms. Retz,

On January 11, 2019, SWKI-Seward West Central, Inc. ("SWKI-SWC") and SWKI-Stevens Southeast, Inc. ("SWKI-SE") (collectively, the "NPU's") filed its brief with the Commission as a public document in the above-referenced docket. Exhibit 5 to the NPU's' brief inadvertently contained information designated as confidential by Anadarko, as it contained contact information regarding a former Anadarko employee. As such, the brief should have been designated as confidential.

By copy of this letter, the NPU's hereby request that the brief filed on January 11, 2019 be removed from public access and designated as confidential by the docket room. Concurrently with this letter, the NPU's will file a public version of the brief with the confidential information redacted. Both Staff and counsel for Anadarko will be served with this letter and the public version of the brief.

Thank you for your time and attention to this matter.

Sincerely,

/s/ Anne E. Callenbach
Anne E. Callenbach

COUNSEL TO THE NPUs

PUBLIC VERSION

BEFORE THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS

In the Matter of the Complaint of SWKI-Seward)
West Central, Inc., and SWKI-Stevens Southeast,) Docket No. 14-ANGG-119-COM
Inc. Against Anadarko Natural Gas Company.)

BRIEF OF SWKI-SEWARD WEST CENTRAL, INC. AND SWKI-STEVENS SOUTHEAST, INC. ON WHETHER ANADARKO CONTRACTS WERE FILED FOR APPROVAL AND APPROVED

SWKI-Seward West Central, Inc. ("SWKI-SWC"), and SWKI-Stevens Southeast, Inc. ("SWKI-SE"), (collectively, the "NPU"), hereby file with the State Corporation Commission of the State of Kansas ("KCC" or "Commission") this Brief on whether certain Anadarko contracts were filed for approval and approved by the Commission, and state as follows:

I. BACKGROUND

Given the nearly six years that have passed since this Complaint was filed on August 23, 2013, the NPUs hereby provide a brief summary of the pertinent facts of this proceeding.

The NPUs are farmers who require natural gas to power irrigation engines for agricultural purposes in Southwest Kansas. The NPUs are organized as customer-owned Kansas non-profit corporations that operate as certificated non-profit natural gas public utilities in portions of Stevens and Seward counties, Kansas.

In 2013, Anadarko Natural Gas Company ("ANGC") and Black Hills/Kansas Gas Utility Company, LLC ("BHE") filed an Application with the Commission seeking approval of the transfers of certain ANGC Certificates of Public Convenience and Necessity and natural Gas Sales Agreements with respect to ANGC's natural gas utility business and operations to BHE. This proceeding was docketed as 13-BHCG-509-ACQ.

After reviewing the ANGC and BHE Application, Commission Staff issued a Report and Recommendation. In the Report, Commission Staff stated that the contracts between ANGC and

Appellants that were proposed by ANG C to be transferred to BHE had never been filed for approval with the Commission or approved by the Commission. Commission Staff reported to the Commission that:

In testimony filed in this Docket, ANG C characterizes the seven customers [The NPUs are two of the seven “customers”] as public utility customers served under customer specific and contract specific limited Certificates of public Convenience and Necessity issued by the Commission. However, Staff concludes that only one of the customers listed in the Application [not one of the NPUs] can be identified as having a Commission Order approving the ANG C contract to provide utility service. Rather, it appears that ANG C failed to file the customer contracts [including the contracts with Complainants] for Commission approval as required by Commission Order in Docket 00-ANGG-218-COC.

Staff Report and Recommendation in Docket No. 13-BHCG-509-ACQ, July 11, 2013 (R 5, 845)(emphasis added).

This Complaint followed. On January 15, 2015, the Commission dismissed the Complaint for failure to state a claim upon which relief could be granted. On January 12, 2018, the Kansas Court of Appeals issued its Memorandum Decision in Appeal No. 116,795, finding that the NPUs have stated a cognizable claim for relief and that the Commission erred in denying relief to the NPUs, and remanded the Complaint to the Commission for further proceedings.

On October 4, 2018, the Commission entered its order requiring the parties to file briefs on the issue of whether the two Gas Sales Agreements that are the subject of this proceeding were ever filed for approval with the Commission; and, if filed, whether they were ever approved by the Commission.

II. THE 1998 AGREEMENT WAS NEVER FILED FOR APPROVAL OR APPROVED

1. Following the Commission Order of October 4, 2018, the NPUs obtained discovery from Anadarko and from Commission Staff. The discovery confirms that the Agreements were never filed for approval with the Commission.

2. On July 1, 1998, AESC and SWKI-SE entered into a Gas Sales Agreement (the “1998 Agreement”) (SWKI August 27, 2013 Complaint, Ex. A).

3. There is no evidence that the 1998 Agreement was “filed for approval” with the Commission or “approved” by the Commission.

4. Anadarko concedes that it “is not asserting the [1998 Agreement] was filed with the KCC before [August 16, 2000].” ANG C response to SWKI Request No: 2-10 (attached as **Exhibit 1**).

5. However, Anadarko has repeatedly claimed that “On August 3, 2000, in accordance with the KCC Order issued in Docket No. 00-ANGG-218-C0C, Anadarko submitted for filing with the KCC 43 gas service contracts—including the 1998 Gas Sales Agreement between AESC and SWKI-SE.” Anadarko Court of Appeals Brief at 2; Anadarko October 7, 2013 Motion to Dismiss at 6.

6. However, that claim cannot be proved by documents in the possession or Anadarko or the Commission.

7. Rather, the record shows that an August 3, 2000 letter from Anadarko attorney Thomasine Pantazis to Gary W. Dawdy of the Utilities Division of the Commission purported to contain “enclosed gas service Contracts (the “Contracts”) pertaining to certain sales of gas by ANG C . . .” Anadarko October 7, 2013 Motion to Dismiss at Ex. 3 (also included in attached Ex. 2).

8. Neither Anadarko nor the Commission have a record evidencing copies of any “enclosed contracts” that purportedly were attached to the August 3, 2000 letter.

9. However, the August 3, 2000 letter does contain an “Exhibit A”—that lists one of the “Anadarko Natural Gas Company Sales Points(s) From Hugoton Residue Delivery System”

as including “SWKI-Stevens-SE, Inc. Meter Number 33374.” Anadarko October 7, 2013 Motion to Dismiss at Ex. 3 (also included in attached Ex. 2).

10. In addition, Commission Staff has located a copy of the 1998 Agreement—with a “filed” stamp of the Utilities Division of the Commission dated August 16, 2000 in the 00-ANGG-218-COC Docket—in a “folder” also containing the August 4, 2000 ANGC letter. Staff Response to Information Request 2-1 attached as **Exhibit 2 (a)**; with attachments of Renner Memorandum to Haynos dated September 14, 2018, attached as **Exhibit 2 (b)**; Anadarko Letter of August 3, 2000, attached as **Exhibit 2 (c)**; 1998 Agreement, attached as **Exhibit 2 (d)**; and the Staff Response to Information Request 2-10, attached as **Exhibit 3**.

11. Even if one were to assume that the 1998 Agreement was received with the August 3, 2000 letter to the Utilities Division in relation to the 218 Docket, there is no evidence that the 1998 Agreement was “filed for approval” or “approved” by the Commission.

12. First, the August 3, 2000 letter is not a “filing” with the Commission as defined by Commission regulations. Commission regulations provide clear direction and a detailed process for making official filings with the Commission. Kansas regulations make it clear that documents are not filed with the Commission unless and until they are appropriately directed to the executive director of the Commission. K.A.R. 82-1-206(a) provides that “[a]ll written communications to the commission shall be addressed to the executive director of the commission at its Topeka office, unless otherwise specifically directed by the commission or any commissioner.”

13. K.A.R. 82-1-206(c) specifies that “[a]ll communications and documents properly addressed or filed shall be deemed to be officially received by the commission when actually delivered at the office of the executive director of the commission.”

14. K.A.R. 82-1-212 provides that “[e]ach matter coming before the commission and requiring a decision by the commission shall be known as a docket and shall receive a docket number and a descriptive title.”

15. K.A.R. 82-1-215(b) states that “[u]pon filing, the original shall be placed by the executive director of the commission in the official records of the commission, and the duplicate copies shall be distributed as directed by the commission.”

16. K.A.R. 82-2-204(f) provides that the “formal record” or “record” shall consist of a number of enumerated documents, when filed with the commission.

17. Mailing a document to the Utilities Division of the Commission—as with the August 3, 2000 letter—does not satisfy the “filing” requirements of the Commission under Kansas law.

18. Anadarko has repeatedly claimed that the AESC/SWKI-SE Agreement was approved pursuant to the procedure contained in K.S.A. 66-117 when the Commission did not disapprove the contact rate within 30 days of filing the Agreement with the Commission.

19. However, K.S.A. 66-117 contains a mandatory procedure for contract or “rate” approval—that was not followed by Anadarko.

20. K.S.A. 66-117(c) requires that there be the filing of an “application” requesting the proposed rate and that the “application” contained a “proposed effective date.”

21. Commission regulations require that all “applications” “shall be made in writing in a document entitled ‘application.’” K.A.R. 82-1-218(a).

22. “The application shall set forth the facts upon which the application is based, in numbered paragraphs, and reference to the particular provision of the law or regulations of the

commission requiring or providing for the same shall be made in the application.” K.A.R. 81-1-218(a).

23. The “application” must also “comply with the provisions of K.A.R. 82-1-219 relating to general requirements for all of these pleadings.” K.A.R. 82-1-218. K.A.R. 82-1-219 requires that the “application” be in the form of a pleading with a caption, a heading, a descriptive title, a docket number, a pleading title, numbered paragraphs, numbered pages, a prayer, a subscription, a verification and a certificate of service.

24. Commission regulations also require that “each party filing any application . . . shall file an original and at least seven copies for the commission.” K.A.R. 82-1-215(a).

25. Upon filing of the “application”—the executive director of the commission shall place the original of the application in the official records of the commission. K.A.R. 82-1-215(b).

26. Commission regulations then require that the application under KSA 66-117 shall be placed in a “docket.” K.A.R. 82-1-212 (“Each matter coming before the commission and requiring a decision by the commission shall be known as a docket and shall receive a docket number and a descriptive title.”).

27. The record contains no “application” by which Anadarko requests Commission approval of anything relating to the 1998 Agreement. Further, any “application” must be filed with the Commission “at least 30 days prior to the proposed effective date.” K.S.A. 66-117(a). Anadarko communicated nothing to the Commission about an “effective date” of the 1998 Agreement—instead, the 1998 Agreement had been “in effect” since July 1, 1998.

28. Assuming arguendo that the 1998 Agreement was enclosed with the August 3, 2000 letter to the Utilities Division, there is nothing contained in the August 3, 2000 letter that

can remotely satisfy Commission regulations evidencing an “application” by Anadarko to approve the 1998 Agreement—much less that the “application” was “filed for approval” with the executive director of the commission—and that the “application” complied with the form and filing requirements set forth above.

29. Since there was no “filing for approval,” there is no evidence that the Commission ever approved the rates contained in the 1998 Agreement.

30. The lack of any evidence of Commission approval for the 1998 Agreement was initially confirmed by Commission Staff in its July 11, 2013 Report and Recommendation in which Staff reported that “Other than the Commission Order authorizing ANGCO to serve BHE for the City of Liberal, Staff is unable to locate any Orders approving the gas sales contracts for the customers listed in Exhibit 1 of the Application [which includes SWKI-SE].” Staff Report of July 11, 2013 at 3 (emphasis added).

31. The Staff Report findings were confirmed by Commission staff member Leo Haynos during his testimony in the 509 Docket. Haynos was asked whether the subject contracts were “filed with the Commission for approval.” Haynos did not testify that that subject contracts had been “filed with the Commission for approval—instead that Haynos could only determine that “Staff has a copy of the SWKI-Stevens Southeast in its file. There is no correspondence with it.” Transcript of Evidentiary Hearing at 498-500, Docket No. 13-BHCG-509-ACQ. (attached to Anadarko October 7, 2013 Motion to Dismiss at Ex. 6).

32. Although Anadarko has argued repeatedly that mailing the 1998 Agreement to Utilities Division Staff during the 218 Docket has some significance, the Commission Staff has debunked any such claim. In its November 18, 2013 Report and Recommendation, Commission Staff concluded that all action in the 218 Docket had no connection to the AESC-SWKI-SE

contract because AESC is not a subsidiary of ANGC, AESC was never certificated as a public utility in Kansas and SWKI-SE has never been a customer of ANGC. Report and Recommendation at 5. The Report and Recommendation did not find that anything done relative to the 1998 Agreement could constitute a “filing for approval” under K.S.A. 66-117.

33. Based upon all evidence in the record, the Commission must conclude that the 1998 Agreement was never “filed for approval” with the executive director of the commission; that no evidence exists that an “application” for approval of the rates contained in the 1998 Agreement was ever filed with the executive director of the commission; and that the rates contained in the 1998 Agreement were never approved by the Commission.

III. THE 2002 AGREEMENT WAS NEVER FILED FOR APPROVAL OR APPROVED BY THE COMMISSION

34. On June 1, 2002, ANGC and SWKI-Seward-West Central, Inc. entered into a Gas Sales Agreement. August 27, 2013 Complaint at Ex. B (“2002 Agreement”).

35. As to the 2002 Agreement, ANGC concedes that “Anadarko does not possess a file-stamped copy of the 2002 Agreement.” ANGC response to SWKI Request No: 2-1, attached as **Exhibit 4**.

36. Anadarko is unable to identify any person who filed, or transmitted for filing the 2002 Agreement. ANGC response to SWKI Request No: 2-2 (identifying only a person claimed to be connected to the 1998 Agreement), attached as **Exhibit 5**.

37. Anadarko is unable to produce any enclosure letter or other document sent to the Commission with the 2002 Agreement. ANGC response to SWKI Request No. 2-3 (identifying only a claimed transmittal letter claimed to relate to the 1998 Agreement), attached as **Exhibit 6**.

38. Anadarko is unable to produce any document relating to any confirmation of receipt by the Commission of the 2002 Agreement. ANGC response to SWKI Request No. 2-5,

attached as **Exhibit 7**, (referencing Memorandum of KCC Staff dated September 14, 2018 that located no KCC records relating to the 2002 Agreement), attached as **Exhibit 2 (b)**.

39. Anadarko was unable to produce any document relating to internal documentation of Anadarko that someone had been assigned the task of filing the 2002 Agreement with the Commission. ANGK response to SWKI Request No. 2-6, attached as **Exhibit 8**).

40. In response to discovery requests, Anadarko fails to identify any documents purporting to evidence any transmittal of the 2002 Agreement to the executive director of the commission, to Commission Staff, any document purporting to be a “filing for approval” of the 2002 Agreement, any document purporting to be an “application” seeking Commission approval of the rates in the 2002 Agreement or an “approval” of the 2002 Agreement.

41. The lack of any evidence of Commission approval for the 2002 Agreement was initially confirmed by Commission Staff in its July 11, 2013 Report and Recommendation in which Staff reported that “Other than the Commission Order authorizing ANGK to serve BHE for the City of Liberal, Staff is unable to locate any Orders approving the gas sales contracts for the customers listed in Exhibit 1 of the Application [which includes SWKI-Seward-West Central].” Staff Report of July 11, 2103 at 3 (emphasis added).

42. Commission Staff, in its November 18, 2013 Report and Recommendation, found there was no evidence that the 2002 Agreement was ever filed with the Commission and specifically found that “ANGK’s failure to file the contract in question is a violation of K.S.A. 66-117.”

43. The Commission Staff has reported that Commission Staff has “not found a filed or approved copy of [the 2002 ANGK/SWKI-Seward-West Central Agreement] (except where the contract was filed in the complaint docket 14-ANGG-119-COM). . .” KCC Staff Summary

of the Search for the Anadarko Contract with SWKI-Seward-West Central dated September 14, 2018 (attached as Ex. 2)(emphasis added).

44. Based upon this record, the Commission must conclude that the 2002 Agreement was never “filed for approval” with the Commission and was never “approved” by the Commission.

IV. CONCLUSION

The mandate of the Court of Appeals on remand is clear. The Commission must rule that the Subject Agreements were never filed for approval and never approved by the Commission. The Commission must then fashion an appropriate remedy for these violations of Kansas law. Anadarko has repeatedly asserted throughout the nearly six years this Complaint has been pending, that the NPUs are simply seeking “free gas.” Not so. The NPUs are seeking a remedy for the twenty plus years they were charged rates under contracts that were never filed for approval and never approved by the Commission, as required by Kansas law. Anadarko’s own Commission-approved tariff governing contract service required that the contracts with the NPUs be filed with the Commission and that “no service under any such Contract shall be effective until such contract has been filed with and approved by the Kansas Corporation Commission.”

A fundamental obligation of the Commission is to ensure that a utility only charges rates that are “just and reasonable,” that the utility is not charging a rate greater than rates for the same class of service performed by it within the state—and that all rates are approved by the Commission. Once the Commission finds that the Subject Agreements were not filed for approval and not approved by the Commission, the Commission is then required to fashion a remedy for these violations of Kansas law. As pointed out by the Kansas Court of Appeals, the

remedy can include a refund of the time value of money paid by the customers pursuant to the unfiled rates.

WHEREFORE, SWKI-Seward West Central, Inc. and SWKI-Stevens Southeast, Inc. respectfully request that the Commission issue an order finding that the contracts at issue were not filed for approval and never approved by the Commission as required by Kansas law, and order an appropriate remedy, and for such other and further relief as the Commission deems proper.

Respectfully submitted,

POLSINELLI PC

By: 

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AND

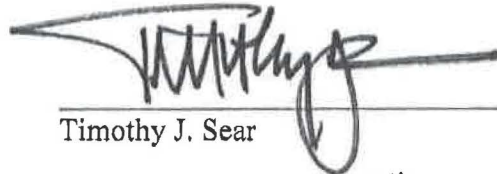
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ATTORNEYS FOR SWKI-SEWARD WEST CENTRAL,
INC. AND SWKI-STEVEN'S SOUTHEAST, INC.

VERIFICATION

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

I, Timothy J. Sear, being duly sworn, on oath state that I am counsel to SWKI-Seward West Central, Inc. and SWKI-Stevens Southeast, Inc., that I have read the foregoing pleading and know the contents thereof, and that the facts set forth therein are true and correct to the best of my knowledge and belief.



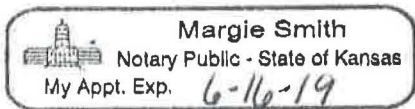
Timothy J. Sear

The foregoing pleading was subscribed and sworn to before me this 11th day of January, 2019.



Notary Public

My Appointment Expires:



CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing has been X e-mailed, ___ faxed, ___ hand-delivered and/or mailed, First Class, postage prepaid, on January 11, 2019, to:

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**Kansas Corporation Commission
Information Request**

SWKI Request No: 2-10

Submitted To: Anadarko Natural Gas Company
Submitted By: SWKI-Seward West Central, Inc. and SWKI-Stevens Southeast, Inc.
Docket Number: 14-ANGG-119-COM
Request Date: November 16, 2018
Date Information Needed: November 30, 2018

Please Provide the Following:

Please state all facts upon which you claim that the AESC/SWKI-Stevens Southeast, Inc. Agreement "may have also been filed with the KCC in the ordinary course, prior to the KCC Order dated May 19, 2000 in the KCC Docket No. 00-ANGG-218-COC." Please also identify the person who you claim has personal knowledge of those facts, including their last known address and any other contact information, and produce all documents that relate to those claimed facts.

Response:

Anadarko objects to this request on the basis it is inappropriate cross-examination and is duplicative of SWKIs' first set of data requests to Anadarko.

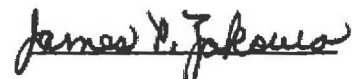
Those objections notwithstanding, the 1998 Agreement was filed on August 16, 2000, in KCC Docket No. 00-ANGG-218-COC, after ANGK became a certificated natural gas public utility in Kansas. Anadarko is not asserting the contract *was* filed with the KCC before such date. However, it *may* have been filed prior to such date.

If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Verification of Response

I have read the foregoing Information Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to the requestor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Information Request.

Signed:



Date:

12-4-18

64658620.1

66154911.1

EXHIBIT 1

**Kansas Corporation Commission
Information Request**

SWKI Request No: 2-1

Submitted To: Kansas Corporation Commission Staff
Submitted By: SWKI-Seward West Central, Inc. and SWKI-Stevens Southeast, Inc.
Docket Number: 14-ANGG-119-COM
Request Date: November 16, 2018
Date Information Needed: November 30, 2018

Please Provide the Following:

Please identify the date(s) that the Subject Gas Sales Agreements were filed at the KCC.

Response:

1) Anadarko Natural Gas Company (ANGC)/SWKI-Seward-West Central, Inc. agreement
– Did not find this agreement. See Pat Renner's Memo to Leo Haynos describing the search for this agreement.

2) Anadarko Energy Services Company (AESC)/SWKI-Stevens-Southeast, Inc. agreement
– The agreement has a Kansas Corporation Commission "Filed" stamp date of August 16, 2000. See a copy of this agreement in the same Pat Renner memo to Leo Haynos that is described in 1) above.

3) See attached copy of Pat Renner's memo to Leo Haynos with attached documents.

If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Verification of Response

I have read the foregoing Information Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to the requestor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Information Request.

Signed:



Date:

12/4/18

STATE OF KANSAS



CORPORATION COMMISSION
UTILITIES DIVISION
1500 SW ARROWHEAD ROAD
EKA, KS 66604-4027

PHONE: 785-271-3220
FAX: 785-271-3357
<http://kcc.ks.gov/>

GOVERNOR JEFF COLYER, M.D.

SHARI FEIST ALBRECHT, CHAIR | JAY SCOTT EMLER, COMMISSIONER | DWIGHT D. KIEN, COMMISSIONER

To: Leo Haynos

From: Pat Renner

Re: Summary of the Search for the Anadarko Contract with SWKI – Seward – West Central

Date: September 14, 2018

As you requested, I have searched for an Anadarko/SWKI – Seward – West Central natural gas contract. I have not found a filed or approved copy of this contract (except where the contract was filed in the complaint docket 14-ANGG-119-COM) after searching in the following areas:

- 1) KCC's eStar system. This is the docket search system that can be found on the KCC website. Searched for any docket with Anadarko or SWKI-Seward-West Central in its name. Note that I did find a copy of a Anadarko Natural Gas Company Gas Sales Agreement with SWKI-Seward-West Central, Inc. in the complaint docket 14-ANGG-119-COM – this contract did not have a KCC stamp on it. Also, note that I found a termination notice of the SWKI –Seward-West Central, Inc. Gas Sales Agreement with Anadarko Natural Gas Company in docket 00-ANGG-218-COC that was dated September 25, 2013. Searched using the contract designation CON and the Certificate of Convenience COC designation. Searched using the SSWG designation which SWKI-Seward-West Central's two certificate dockets (02-SSWG-611-COC and 08-SSWG-1007-COC) were filed under. Searched docket 00-ANGG-218-COC. Searched all Natural Gas dockets with a "02", "03", and "04" designations. Searched all dockets with a 218 designation.
- 2) KCC's legacy Oracle electronic file system– Searched for any docket with Anadarko or SWKI-Seward-West Central in its name. Search included docket 00-ANGG-218-COC. The Oracle system is used to find the location (i.e. cartridge number, blip number) of docket documents kept on microfilm.
- 3) The Anadarko files in the 4 drawer file cabinet containing Gas and Electric Sales Contracts found in the area east of the Senior Administrative Assistant's bunker and along the south hallway on the 2nd floor of the KCC building (paper files).
- 4) The 16 boxes labeled "Gas Contracts Purchase/Supply Transportation Juris. Marketer-(Rangeline)" found in the storage room along the north hallway and west of the breakroom on 2nd floor KCC building (paper files).
- 5) The Gas Certificates file also found in the storage room along the north hallway and west of the breakroom on 2nd floor KCC building (paper files).
- 6) The microfilm indexes on paper (indexes are in paper form and kept in binders – located in the microfilm room, 2nd floor, KCC building) for an Anadarko contract with SWKI – Seward – West Central.

7) Docket Room's electronic index of documents stored in off-site storage (the Archives) – these were microfilmed first then the documents were shipped to the off-site storage facility.

8) Gary Dawdy's files (paper files).

As a result of searching for an Anadarko/SWKI-Seward-West Central contract I did find the following documents (these documents were found in a Anadarko file folder which was inside the 4 drawer file cabinet that contains Gas and Electric Sales Contracts located in the area east of the Senior Administrative Assistant's bunker and along the south hallway on the 2nd floor of the KCC building) that may be of interest:

1) Anadarko Petroleum Corporation's letter (see PDF file below) dated August 3, 2000 with attached Exhibit A listing various sales points that Anadarko Natural Gas Company served. Note that it looks like the docket number at the top of the front page was corrected. In Exhibit A, page 2, SWKI-Stevens-SE, Inc. is listed as a gas sales point. Also, note that on page 2 of this Anadarko letter, at the bottom of the page, is a possible Anadarko file name \\data01\users\tlpcon\data\winword\kcc-hrds-contracts-ltr.doc. Maybe Anadarko can search for this file or files with similar nomenclature to find evidence of filing the Anadarko/SWKI-Seward-West Central contract with the KCC.



Anadarko_00-ANGG
-218-COC.pdf

2) Anadarko Energy Services Company/SWKI-Stevens- South East, Inc. contract dated July 1, 1998 (see PDF file below) with a KCC "Filed" stamp, August 16, 2000, in docket 00-ANGG-218-COC. Note that it looks like the stamped docket number was corrected.



SWKI-STEVEN-SOU
TH EAST.pdf



THOMASINE L. PANTAZIS
ATTORNEY

August 3, 2000

Mr. Gary W. Dawdy
Utilities Division
Kansas Corporation Commission
1500 S. W. Arrowhead Road
Topeka, Kansas 66604

RE: Docket No. 00-ANGC-^G218-COC

Dear Mr. Dawdy:

In accordance with the Order and Certificate issued on May 19, 2000 in the above referenced proceeding, Anadarko Natural Gas Company ("ANGC") hereby submits for filing with the Kansas Corporation Commission the enclosed gas service contracts (the "Contracts") pertaining to certain sales of gas by ANGC from the Hugoton Residue Delivery System ("HRDS") and from points previously served by Anadarko Gathering Company under its Limited Certificate, which service has now been assumed by ANGC.

The attached Exhibit "A" lists the gas sales points currently served by ANGC. As indicated by the attached Exhibit "A", certain Contracts are already on file with the KCC, in connection with the Limited Certificate previously held by Anadarko Gathering Company, and are therefore not enclosed with this transmittal. Also, please note that several other Contracts, due to their age and other factors, are not enclosed pending location of a complete instrument suitable for filing. Those Contracts are:

- | | |
|-----------------------------------------|----------------|
| • Millie Corp. | Meter No. 6941 |
| • Millie Cop. | Meter No. 6962 |
| • Ivan Headrick/J.S. Grover & C. Grover | Meter No. 6554 |
| • Ivan Headrick/J.S. Grover | Meter No. 6961 |

Copies of such Contracts will follow at a later date.

KANSAS CORPORATION COMMISSION

AUG 4 2000

UTILITIES DIVISION

Kansas Corporation Commission
August 3, 2000
Page 2

In accordance with K.S.A. §66-1,203 and §66-1220a, AGC hereby requests that the Commission maintain the confidentiality of the Contracts by prohibiting disclosure of any of the provisions of the Contracts to any third parties.

Please send me a date-stamped copy of this filing at your earliest convenience.

Sincerely,


Thomasine L. Pantazis

Enclosures

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* Indicates name shown as a "Buyer" on the contract.

■ Indicates contract filed with KCC under AGC's previous Limited Certificate.

EXHIBIT "A"

**ANADARKO NATURAL GAS COMPANY
SALES POINT(S) FROM
HUGOTON RESIDUE DELIVERY SYSTEM**

<u>Meter Name</u>	<u>Meter No.</u>	<u>Meter Location</u>
<u>Irrigation Sales:</u>		
Wayne Johnson/Thelma Morgan*	06705	SE 23-33S-38W
Nick R. Hatcher, et al	06983	SE 9-34S-34W
David Strickland/Daniel Strickland*	06670	SW 6-33S-33W
Millie Corp.	06941	SE 21-32S-33W
Millie Corp.	06962	SW 33-32S-33W
Steve Harper/M and A Investment*	35682	SW 32-32S-33W
Roger Gillespie/Ray A. Morgan*	35683	SE 23-33S-33W
Fred Bloom/Norman Bloom*	35686	C 22-34S-34W
Ron Heger/C.R. Barber*	06912	SW 20-33S-37W
Henry Guttridge	06940	NE 19-33S-34W
Clifford Shuck/Gene Shuck*	06970	NW 20-33S-34W
Nick Hatcher	35685	SE 34-34S-34W
Gilbert Coulter	35702	SW 22-33S-38W
Darrell Skinner	35708	NW 21-33S-35W
Circle H Farms/Kirk W. Heger	35715	NE 21-33S-35W
Richard James	35710	NE 22-33S-36W
James Persinger/Marjorie Persinger	35731	NE 19-33S-36W
Circle H Farms/Kirk W. Heger	35734	SW 21-33S-37W
Charles Harper	35727	NE 22-33S-35W
Thomas Harper	35726	N/2 24-33S-35W
Chris T. Heger/Betty Lee*	35750	SW 21-33S-37W

<u>Meter Name</u>	<u>Meter Number</u>	<u>Meter Location</u>
Jason M. Dale/Kansas University Endowment Association*	35758	NE 20-33S-35W
Paul Light/R.C. Buddenburg*	06945	NE 26-33S-39W
Ronald K. Heger/J & T Heirs*	35767	NW 24-33S-36W
Darrell G. Skinner	35782	NE 20-33S-35W
<u>Domestic Customers:</u>		
Nick Hatcher / G.L. Potroff*	35629	SE 34-34S-34W
Charles L. Forward	35775	NW 24-33S-35W
<u>Small Commercial Sales:</u>		
Supreme Feeders Co. ■	06848	SE 15-32S-33W
Hitch Unit Generator Fuel (APC)	35680	11-33S-34W
SWKI-Stevens-SE, Inc.	33374	
<u>Industrial/Wholesale Sales</u>		
Utilicorp United (City of Liberal) ■ --		
Quinque PNG Sales 1	55159	3-35S-34W
Quinque PNG Sales 2	55160	3-35S-34W
PNG Crossover 1	55148	3-35S-33W
PNG Crossover 2	55149	28-34S-33W
KSCB Radio Station	40533	34-34S-33W
Seward Co. Fire Station	40538	15-32S-33W
Utilicorp United (Cimarron Electric) ■ --		
Cimarron (West Plains) Electric	55183	
Panhandle Cimarron River	12262	
National Beef ■	55289	

Meter Name**Meter Number****Fuel Points:****Hugoton Gathering System Compressor Fuel (AESC) --**

Hugoton Station Fuel #1	77613
Hugoton Station Fuel #2	77614
Hugoton Station Fuel #3	77615
Hugs Station Fuel	77939
Hugs "A" Fuel	78035
Hugs "C" Fuel	78036
Wideawake Fuel	55286
West Woods Fuel	55257
East Woods Fuel	77596
West Ward 1 Fuel	77790
West Ward 2 Fuel	77792
HUGS "B" Fuel	78037
Central Booster Fuel	77711

EXHIBIT "A" (CONTINUED)

**ACTIVE METERS ON HUGOTON GATHERING SYSTEM
PREVIOUSLY SERVED BY ANADARKO GATHERING COMPANY
UNDER ITS LIMITED CERTIFICATE,
NOW TO BE SERVED BY ANADARKO NATURAL GAS COMPANY
(WILL BE SERVED WITH WET GAS)**

<u>Meter Name</u>	<u>Meter Number</u>	<u>IGSA Number</u>
<u>Irrigation Meters:</u>		
Ivan Headrick/J.S. Grover & C. Grover*	6554	#2
Nick R. and R.L Hatcher	6621	#249
H. E. Box	6643	#5
ROCO Inc.	6652	#8
Amigo Feeders/Amigo Ranch*	6673	#11
Jennifer Black/G. Black*	6674	#12
Bill Hittle/F. J. Keefer*	6740	#15
R. L. Hatcher (prior E.A. Gowers)	6738	#16
R. Swan	6737	#17
W. B. Fox	6783	#19
Richard Farrar/W. L. Farrar*	6784	#20
Wes Coats/E. B. James*	6808	#26
F. Bloom/E.J.B Crowder & M. H. Bush*	6635	#27
J. D. Marteney	6916	#43
James B. Kramer/Pelajo Properties*	6956	#56
Ivan Headrick/J. S. Grover*	6961	#2
Ed Strickland/D. E. Strickland*	35616	#80
Abram Friesen (prior F.W. Stefan)	6632	#274
Harden Farms	6736	#14

<u>Meter Name</u>	<u>Meter Number</u>	<u>DGSA Number</u>
<u>Domestic Customers:</u>		
Clodfelter, Wayne	6780	#305
Hammock, Ralph/Eugene McAhren*	6675	#304
Hammock, Ralph (McBride)/C. S. Corell*	6857	#303
Smith, James F.	35628	#302
R. L. Hanson	6960	#306

Industrial/Wholesale Sales:

Utilicorp United (City of Liberal) ■ --	
Liberal 1-32	55115
Liberal "B" 1-32	55117
Garrettsville Station	55242

Revised 08/03/2000

GAS SALES AGREEMENT

DATED July 1, 1998

BY AND BETWEEN

ANADARKO ENERGY SERVICES COMPANY

AND

SWKI - STEVENS - SOUTH EAST, INC.

IGSA #500

00-ANGC-218-CDC
Filed
Kansas Corporation Commission
August 16, 2000
/s/ Jeffrey S. Wasaman

SWKI - Stevens-SE, Inc.

Met # 33374

EXHIBIT 2 (d), page 1

GAS SALES AGREEMENT

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
I	DEFINITIONS..... 1
II	QUANTITY 3
III	DELIVERY POINT(S); TRANSPORTATION; AND FACILITIES 4
IV	PRICE 4
V	TERM 5
VI	BILLING AND PAYMENT 5
VII	CREDIT REQUIREMENTS AND DEFAULT 7
VIII	QUALITY; MEASUREMENT; PRESSURE 7
IX	TITLE 8
X	SUCCESSION AND ASSIGNMENT 9
XI	LIABILITY AND FORCE MAJEURE..... 9
XII	NOTICES AND COMMUNICATIONS 11
XIII	ARBITRATION 12
XIV	MISCELLANEOUS 13
	SIGNATORY PAGE..... 14
	EXHIBIT "A" - DELIVERY POINT(S) 15

GAS SALES AGREEMENT

THIS GAS SALES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 1998, by and between **ANADARKO ENERGY SERVICES COMPANY**, a Delaware corporation ("Seller"), and **SWKI - STEVENS - SOUTH EAST, INC.**, a Kansas certificated Non-profit Public Utility ("Buyer").

WHEREAS, Buyer desires to purchase from Seller, in accordance with the provisions of this Agreement, certain quantities of natural gas; and

WHEREAS, Seller is willing to sell such quantities of natural gas to Buyer in accordance with the provisions of this Agreement;

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

ARTICLE I DEFINITIONS

Except in those certain instances where the context clearly indicates another meaning, the following terms when used in this Agreement shall have the following meanings:

1.1 "Btu" shall mean one British Thermal Unit, which is the amount of heat required to raise the temperature of one (1) pound of water from fifty-nine degrees (59°) Fahrenheit to sixty degrees (60°) Fahrenheit.

1.2 **"Btu Content"** shall mean the number of MMBtu's contained in the quantity of gas delivered hereunder and shall be determined by multiplying the volume of gas (Mcf) by its corresponding Heating Value (MMbtu/cf).

1.3 **"Day"** shall mean a period of twenty-four (24) consecutive hours beginning at 5:00 a.m. Central Time on any calendar day and ending at 5:00 a.m. Central Time on the calendar day immediately following.

1.4 **"Delivery Point"** shall mean the outlet flange of each of the relevant measurement facilities identified on Exhibit "A" hereto at which Seller delivers gas to Buyer hereunder.

1.5 **"Heating Value"** shall mean the number of British Thermal Units (Btu's) produced by the combustion, at constant pressure, of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees (60°) Fahrenheit when saturated with water vapor and under a constant pressure of 14.65 Psia, with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air and when the water formed by combustion is condensed to the liquid state. The Heating Value so determined shall be corrected to "dry" conditions for purposes of determining the Btu Content of Seller's gas.

1.6 **"Mcf"** shall mean one thousand (1,000) cubic feet of gas at a pressure of 14.65 Psia and at a temperature of sixty degrees (60°) Fahrenheit cubic feet of gas.

1.7 **"MMBtu" or "dekatherm" or "Dth"** shall mean one million (1,000,000) Btu's.

1.8 **"Month"** shall mean a period beginning at 5:00 a.m. Central Time on the first day of a calendar month and ending at 5:00 a.m. Central Time on the first day of the calendar month immediately following.

1.9 "Natural gas" or "gas" shall mean natural gas of the quality delivered by Transporter on behalf of Seller to the Delivery Point, from time to time, for sale to Buyer hereunder.

1.10 "Psia" shall mean pounds per square inch absolute.

1.11 "Transporter" shall mean any entity which physically transports gas to the Delivery Point on behalf of Seller for sale to Buyer hereunder.

1.12 "Transporter's Facilities" shall mean those pipeline and appurtenant facilities utilized by any given Transporter to transport gas to the Delivery Point on behalf of Seller for delivery to Buyer hereunder.

ARTICLE II QUANTITY

2.1 Subject to the provisions of this Agreement, Buyer shall purchase from Seller at the Delivery Point on a best efforts basis all of the natural gas necessary each day to satisfy all of Buyer's gas requirements; provided, however, that in no event shall Seller be obligated to sell to Buyer quantities of gas in excess of 1,600 Dth./day, unless Seller and Buyer otherwise expressly agree in writing.

ARTICLE III DELIVERY POINT(S); TRANSPORTATION; AND FACILITIES

3.1 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.

3.2 Seller shall be responsible for arranging, at its sole discretion and expense, for all upstream transportation service necessary to deliver all gas quantities to be sold to Buyer at the Delivery Point. Buyer shall be responsible for arranging, at its sole risk and expense, for all downstream transportation service necessary to receive all gas quantities to be purchased from Seller at the Delivery Point.

ARTICLE IV

PRICE

4.1 The price per MMBtu for all gas sold by Seller to Buyer hereunder shall be the greater of:

- (a) \$1.50 per MMBtu; or
- (b) the sum of (i) the Panhandle Eastern Pipe Line Company "Index" price to "Texas, Oklahoma (mainline)," as published in the first issue of Inside F.E.R.C.'s Gas Market Report, under the section entitled "Prices of Spot Gas Delivered to Pipelines," for the month in which gas was delivered by Seller to Buyer (the "Index Price"); plus (ii) fifty cents (\$0.50) per MMBtu. If Inside F.E.R.C.'s Gas Market Report discontinues publishing the Index Price, the parties shall utilize a mutually acceptable substitute index price for determining the price of gas sold in accordance with Section 4.1.

4.2 Buyer shall pay a surcharge of \$50.00 per Delivery Point each month whether or not any gas is used by Buyer during that month. The surcharge covers the cost of routine meter maintenance, determination of volumes, accounting and other operational costs incurred by Seller in connection with the sale of gas hereunder.

4.3 The price for gas sold by Seller to Buyer hereunder shall be exclusive of any and all applicable sales or use tax. Seller shall be responsible for any and all taxes, royalties, or other assessments levied upon the gas prior to delivery to Buyer hereunder. 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 after delivery to Buyer hereunder.

ARTICLE V

TERM

5.1 This Agreement shall be effective on the date first stated above and shall remain in full force and effect for a primary term of one (1) month, commencing on the first day of the month following the date the facilities described in Section 3.3 are placed in service, and month-to-month thereafter; provided, however, either party may terminate this Agreement upon expiration of the primary term, by the provision of written notice to the other party not less than thirty (30) days prior to any such expiration date. Termination of this Agreement shall not relieve either party from any obligations previously accrued hereunder.

ARTICLE VI

BILLING AND PAYMENT

6.1 On or about the first (1st) business day of each month, Seller shall invoice Buyer for gas sold to Buyer during the previous month. Seller's invoice shall be sent by telecopy and shall indicate, for deliveries to Buyer during the previous month: (a) the thermal and volumetric quantities delivered to each Delivery Point; (b) the aggregate thermal and volumetric quantities delivered to all of the Delivery Point(s); and (c) the total amount due Seller hereunder. Buyer shall pay Seller the total amount due hereunder by wire transfer within two (2) business days following receipt of Seller's invoice ("Due Date").

6.2 Commencing on the date following the Due Date, interest shall accrue on any unpaid balance, including any undisputed unpaid balance subsequently determined to be owed to Seller, at the "Prime Rate" published daily in the Wall Street Journal in the "Money Rates" column plus two percent (2%) until same is paid; provided, however, that such rate shall not exceed the maximum

lawful rate established in the state where the Delivery Point(s) is (are) located. In the event the Prime Rate plus two percent (2%) exceeds the maximum lawful rate, the applicable interest rate shall be the maximum lawful rate. If Buyer disputes the amount of any invoice, or any part thereof, Buyer shall nevertheless pay to Seller the full invoiced amount. If it is ultimately determined that Buyer did not owe a disputed amount, or any part thereof, Seller shall refund such amount to Buyer within five (5) days of such determination, including interest on such amount calculated from the date paid at the rate provided for in this Article VI.

6.3 Each party shall have the right, at all reasonable times and upon reasonable prior written notice, to examine the books, records and charts of the other party to the extent necessary to verify the accuracy of any statement, charge, computation, or payment made pursuant to the provisions of this Agreement. Any such examination shall be conducted during normal business hours and in the appropriate office of the party owning such books, records and charts as mutually agreed to by Buyer and Seller. If any such examination reveals any inaccuracy in any payment theretofore made, the necessary adjustment in such payment shall be promptly made, provided that no adjustment for any payment made shall be made, and payments shall be considered final, after the lapse of two (2) years from the rendition thereof, except to the extent that either party has noted a specific exception to the other party in writing during that period.

ARTICLE VII

CREDIT REQUIREMENTS AND DEFAULT

7.1 Should the creditworthiness or financial responsibility of Buyer become unsatisfactory to Seller at any time during which this Agreement is in effect, satisfactory security may be required before further deliveries are made or receipts accepted hereunder. In the event Buyer: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) defaults in the payment or performance of any obligation to Seller under this Agreement; (iii) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause under any

bankruptcy or similar law for the protection of creditors or has such petition filed or proceeding commenced against it; (iv) otherwise becomes bankrupt or insolvent (however evidenced); (v) is unable to pay its debts as they fall due; or (vi) fails to give adequate security for or assurance of its ability to perform its further obligations under this Agreement within forty-eight (48) hours of a reasonable request by Seller, then Seller shall have the right to suspend deliveries or withhold receipts of gas hereunder, offset any or all amounts due Seller against any or all amounts due Buyer under this or any other agreement between the parties, and/or terminate this Agreement without prior notice, in addition to any and all other remedies available hereunder or pursuant to law.

ARTICLE VIII

QUALITY; MEASUREMENT; PRESSURE

8.1 All of the gas delivered to Buyer at the Delivery Point shall meet Transporter's applicable gas quality specifications in effect at the time of delivery, as such specifications may be revised by Transporter from time to time.

8.2 All measurement of gas delivered to Buyer hereunder shall be performed by Transporter at the Delivery Point in accordance with Transporter's standard measurement practices in effect at the time of delivery. All measurement performed by Transporter shall be deemed conclusive as between Buyer and Seller for all purposes hereunder.

8.3 All gas delivered to Buyer hereunder shall be delivered at the Delivery Point at the pressures prevailing in Transporter's Facilities, as such pressure may fluctuate from time to time. Seller is under no obligation to deliver gas covered hereunder to Buyer at any minimum or maximum delivery pressure. Buyer shall be solely responsible for regulation of gas pressure in all of Buyer's facilities located at or downstream of the Delivery Point.

8.4 BUYER UNDERSTANDS THAT THE GAS SUPPLIED HEREUNDER IS UNTREATED RAW GAS AS PRODUCED AT A WELL, THAT THE SUPPLY MAY BE VARIABLE AND MAY AT ANY TIME AND WITHOUT NOTICE TEMPORARILY OR PERMANENTLY CEASE, 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) THAT THE GAS IS NOT ARTIFICIALLY ODORIZED AND THAT THE PRESSURE AT THE DELIVERY POINT MAY FLUCTUATE AND, WITH RESPECT TO ALL OF THE FOREGOING, BUYER ASSUMES THE RISK THEREOF.

8.5 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.

ARTICLE IX TITLE

9.1 Title to all gas delivered hereunder shall pass from Seller to Buyer at the relevant Delivery Point. Seller warrants that at the time of delivery to Buyer, Seller will have either title to or all necessary legal authority to sell all gas delivered to Buyer. Seller further warrants that all gas sold to Buyer hereunder will be free from any and all liens, charges, adverse claims and encumbrances of any kind or character at the time of delivery to Buyer. Seller shall defend and indemnify Buyer from any liabilities, costs and expenses to any third parties (including court costs and reasonable attorney's fees) pertaining in any manner to Seller's title to or right to sell any gas delivered to Buyer hereunder.

ARTICLE X
SUCCESSION AND ASSIGNMENT

10.1 Neither party hereto may assign any of its rights, obligations or interests under this Agreement without the prior express written consent of the other party,¹ which consent may not be unreasonably withheld; provided, however, that such prior written consent shall not be required in the event of assignment by either party to an affiliate of that party. No conveyance or transfer of interest of either party shall be binding upon the other party until such party has been furnished with written notice and a certified copy of such conveyance or transfer. This Agreement shall be binding upon the respective successors and assigns of the parties hereto.

ARTICLE XI
LIABILITY AND FORCE MAJEURE

11.1 Seller and Buyer each assume full responsibility and liability for the maintenance and operation of their respective properties and each shall indemnify and hold harmless the other party from all liability and expense on account of any and all damages, claims or actions, including injury to or death of persons, arising out of the installation, maintenance and operation of the property and equipment of the indemnifying party.

11.2 As between the parties hereto, Seller shall be deemed to be in exclusive control and possession of the gas, and shall be responsible for any loss, injury or damage caused thereby, until the same shall have been received by Buyer at the Delivery Point; and Buyer shall be deemed to be in exclusive control and possession of the gas and shall be responsible for any loss, injury or damage caused thereby upon and after receipt of such gas by Buyer from Seller at the Delivery Point.

11.3 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 lines of pipe; failure of wells or appurtenant facilities; regulation or order of a governmental agency; inability to secure, or the delays in acquiring at reasonable costs, materials, equipment, easements, right-of-way, grants, servitudes, permits or licenses; partial or entire failure of gas supply or demand over which neither party has control; 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 XII
NOTICES AND COMMUNICATIONS

12.1 All notices, communications, requests, statements or payments authorized or required between the parties, and/or required by any of the provisions of this Agreement, shall be given in writing, unless otherwise expressly provided herein. Such notices, communications, requests, statements or payments may be transmitted via United States first class mail, fax, telecopy or similar electronic communication, or prepaid overnight delivery. Such notices, requests, statements, or payments, as applicable, shall be considered as duly delivered as of the receipt date indicated on the fax, telecopy or similar electronic communication, or the postmark date when mailed by United States mail to the other party at the following address:

If to Buyer: **Invoices, Notices
and Correspondence:**

SWKI – STEVENS – SOUTH EAST, INC.
P.O. Box 100
Hugoton, KS 67951
Attn: Kirk W. Heger, President
Telephone: (316) 544-2688
Telecopy: (316) 544-2188

Invoices To:

CITIZENS STATE BANK.
P.O. Box 728
Hugoton, KS 67951
Attn: Lauren Zabel
Telephone: (316) 544-4331
Telecopy: (316) 544-4134

If to Seller: Notices and
Correspondence:

ANADARKO ENERGY SERVICES COMPANY
P.O. Box 351
Liberal KS 67905-0351
Attn: Norn B. Bartel, Gas Control Supervisor
Telephone: (316) 629-4323
Telecopy: (316) 629-4399

And a copy to:

ANADARKO ENERGY SERVICES COMPANY
P. O. Box 1330
Houston, TX 77251-1330
Attn: Marketing Administration
Telephone: (281) 875-1101
Telecopy: (281) 876-8663

Payments:
(Wire)

ANADARKO ENERGY SERVICES COMPANY
Mellon Bank, N. A.
Pittsburgh, PA
Account No. 1157237
Transit Routing No. 043000261

Either party may change any address under this Article by giving prior written notice to the other party.

ARTICLE XIII ARBITRATION

13.1 Any dispute arising out of or relating to this Agreement or the breach, ~~termination~~ or validity thereof, shall be finally settled by arbitration conducted expeditiously in accordance with the Center for Public Resources Rules for Non-Administered Arbitration of Business Disputes by three independent and impartial arbitrators, of whom each party shall appoint one. The arbitration shall be governed by the United States Arbitration Act, 9

U.S.C. Section 1-16, as same may be amended from time to time, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be in Houston, Texas. The arbitrators are not empowered to award incidental, consequential, indirect, special, punitive or exemplary damages, and each party hereby irrevocably waives any damages other than actual direct damages.

ARTICLE XIV MISCELLANEOUS

14.1 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 provision in any other jurisdiction.

14.2 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.

14.3 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.

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

14.5 The parties hereto agree that all of the terms and provisions of this Agreement are confidential, and shall use all reasonable efforts to prevent disclosure of any of the provisions of this Agreement to any third party; provided, however, that either party may disclose the terms of this Agreement to its agents, consultants, affiliates and independent public accountants and/or as may be necessary for it to comply with any legal obligation or court order.

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

14.7 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.

BUYER:

SWKI - STEVENS - SOUTH EAST, INC.

By: _____

Name: Kirk W. Heger

Title: President

SELLER:

**ANADARKO ENERGY SERVICES
COMPANY**

By: _____

Name: Douglas N. Graham

Title: Manager, Gas Marketing

EXHIBIT "A"

**TO GAS SALES AGREEMENT BETWEEN
ANADARKO ENERGY SERVICES COMPANY
AND**

SWKI - STEVENS - SOUTH EAST, INC.

DATED July 1, 1998

DELIVERY POINT(S)

1. The outlet side of Anadarko Gathering Company's ("AGC") Meter #033374, located on AGC's 16-inch gathering line, approximately 2600' FEL and 220' FNL of the NE/4 of Section 23, Township 33 South, Range 36 West, Stevens, County, Kansas.

**Kansas Corporation Commission
Information Request**

SWKI Request No: 2-10

Submitted To: Kansas Corporation Commission Staff
Submitted By: SWKI-Seward West Central, Inc. and SWKI-Stevens Southeast, Inc.
Docket Number: 14-ANGG-119-COM
Request Date: November 16, 2018
Date Information Needed: November 30, 2018

Please Provide the Following:

Please state all facts upon which you claim that the AESC/SWKI Stevens Southeast, Inc. Agreement was filed on August 3, 2000. Also identify the person who you claim has personal knowledge of those facts, including their last known address and any other contact information, and produce all documents that relate to those claimed facts.

Response:

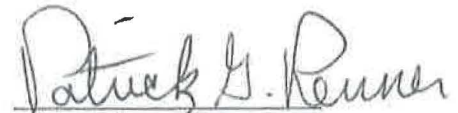
The APC letter that was attached to the ANGCI/index of the agreements (the SWKI-Stevens-SE, Inc. agreement was listed in this index) was dated August 3, 2000. This letter bears a State Corporation Commission Utilities Division stamp of "Aug 4 2000". The APC letter with the ANGCI index was found in the same folder with the AESC/SWKI-Stevens-Southeast, Inc. agreement that bears a Kansas Corporation Commission "Filed" stamp dated August 16, 2000. The APC letter with ANGCI index may have been stamped by Ruth Moses or Linda Barnes. The AESC/SWKI-Stevens-Southeast, Inc. agreement may have been stamped by Linda Barnes or Ruth Moses.

If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Verification of Response

I have read the foregoing Information Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to the requestor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Information Request.

Signed:



Date:

12/4/18

64658620.1

66154917.1

EXHIBIT 3

**Kansas Corporation Commission
Information Request**

SWKI Request No: 2-1

Submitted To: Anadarko Natural Gas Company
Submitted By: SWKI-Seward West Central, Inc. and SWKI-Stevens Southeast, Inc.
Docket Number: 14-ANGG-119-COM
Request Date: November 16, 2018
Date Information Needed: November 30, 2018

Please Provide the Following:

Please identify the date(s) that the Subject Gas Sales Agreements were filed at the KCC.

Response:

The file-stamp on the 1998 Agreement indicates it was filed in Docket No. 00-ANGG-218-COC on August 16, 2000, by the KCC's Executive Director, Jeffrey S. Wagaman. Anadarko does not possess a file-stamped copy of the 2002 Agreement, but it would have been filed with the KCC following its execution in 2002.

If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Verification of Response

I have read the foregoing Information Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to the requestor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Information Request.

Signed:

James P. Jakowia

Date:

12-4-18

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EXHIBIT 4

**Kansas Corporation Commission
Information Request**

SWKI Request No: 2-2

Submitted To: Anadarko Natural Gas Company
Submitted By: SWKI-Seward West Central, Inc. and SWKI-Stevens Southeast, Inc.
Docket Number: 14-ANGG-119-COM
Request Date: November 16, 2018
Date Information Needed: November 30, 2018

Please Provide the Following:

Please identify the person who filed, or transmitted for filing, the subject Agreements, including their last known address and any other contact information.

Response:

****CONFIDENTIAL RESPONSE**:**

Please note the following response is designated "confidential," as it contains personal employee information.

The transmittal letter found with the 1998 Agreement was signed by Thomasine L. Pantazis. The last known contact information for Ms. Pantazis is as follows:



Verification of Response

I have read the foregoing Information Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to the requestor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Information Request.

Signed:

James V. Jakubik

Date:

12-4-18

64658620.1

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EXHIBIT 5

**Kansas Corporation Commission
Information Request**

SWKI Request No: 2-3

Submitted To: Anadarko Natural Gas Company
Submitted By: SWKI-Seward West Central, Inc. and SWKI-Stevens Southeast, Inc.
Docket Number: 14-ANGG-119-COM
Request Date: November 16, 2018
Date Information Needed: November 30, 2018

Please Provide the Following:

Please produce any enclosure letter or other document sent to the KCC with the Subject Agreements.

Response:

The transmittal letter for the 1998 Agreement was included with the Memorandum of KCC Staff, dated September 14, 2018, and provided to the parties via email on October 29, 2018. The transmittal letter was also included in KCC Staff's response to Anadarko's information request number 1.

If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Verification of Response

I have read the foregoing Information Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to the requestor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Information Request.

Signed:

James V. Zakaria

Date:

12-4-18

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EXHIBIT 6

**Kansas Corporation Commission
Information Request**

SWKI Request No: 2-5

Submitted To: Anadarko Natural Gas Company
Submitted By: SWKI-Seward West Central, Inc. and SWKI-Stevens Southeast, Inc.
Docket Number: 14-ANGG-119-COM
Request Date: November 16, 2018
Date Information Needed: November 30, 2018

Please Provide the Following:

Please produce any and all documents relating to the confirmation of receipt by the KCC of the subject agreements.

Response:

Please reference the Memorandum of KCC Staff, dated September 14, 2018, and provided to the parties via email on October 29, 2018. Please also reference KCC Staff's response to Anadarko's information request number 1.

If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Verification of Response

I have read the foregoing Information Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to the requestor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Information Request.

Signed:

James V. Zakaria

Date:

12-4-18

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EXHIBIT 7

**Kansas Corporation Commission
Information Request**

SWKI Request No: 2-6

Submitted To: Anadarko Natural Gas Company
Submitted By: SWKI-Seward West Central, Inc. and SWKI-Stevens Southeast, Inc.
Docket Number: 14-ANGG-119-COM
Request Date: November 16, 2018
Date Information Needed: November 30, 2018

Please Provide the Following:

Please produce any document relating to internal documentation of Anadarko that someone had been assigned the task of filing the subject agreements with the KCC, had undertaken the task of filing the subject agreements with the KCC, or had transmitted or filed the subject agreements with the KCC.

Response:

Anadarko possesses no historical documents relevant to this request. Numerous individuals have been employed in the positions responsible for filing such documents.

However, for relevant documents, please reference the Memorandum of KCC Staff, dated September 14, 2018, and provided to the parties via email on October 29, 2018. Please also reference KCC Staff's response to Anadarko's information request number 1.

If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Verification of Response

I have read the foregoing Information Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to the requestor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Information Request.

Signed:

James V. Zakaria

Date:

12-4-18

64658620.1

66154911.1

EXHIBIT 8