

**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

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Wichita, KS 67206-4466

316.267.6371 (office)

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*Attorneys for TKO*

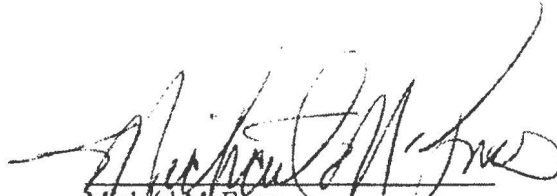
**VERIFICATION**

STATE OF TEXAS                    )  
  ) ss:  
COUNTY OF Harris            )

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 20<sup>th</sup> day of December, 2018.

  
\_\_\_\_\_  
Notary Public

My appointment expires: 2-1-2022

**CERTIFICATE OF SERVICE**

I hereby certify that on this the 26<sup>th</sup> day of December, 2018, a true and correct copy of the above and foregoing Conditions Compliance Filing was e-mailed to the following:

Ms. Amber Smith  
Chief Litigation Counsel  
Kansas Corporation Commission  
1500 SW Arrowhead Rd.  
Topeka, KS 66604-4027

E-mail: [a.smith@kcc.ks.gov](mailto:a.smith@kcc.ks.gov)

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



**EXHIBIT 1**

**REDACTED**

**NEW OR RE-NEGOTIATED CONTRACTS**

**12/26/2018**

## **GAS SALES AGREEMENT**

This Gas Sales Agreement ("Agreement") is made and effective the 1st day of March, 2018 ("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 12-34S-38W, in Stevens County, Kansas (the "Property"), currently served at Meter No. 9431872, 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.

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 31, 2017 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 20<sup>th</sup> 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 (CO<sub>2</sub>), AND HYDROGEN SULFIDE (H<sub>2</sub>S) 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 the during the continuance of nay 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

REDACTED

By: 

By: \_\_\_\_\_



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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**

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### **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 Sec 21-33-33, in Seward County, Kansas (the "Property"), currently served at Meter No. 9535175, 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.

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.

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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.

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**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 the during the continuance of nay 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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**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.

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### **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 Sec 10-34-38, in Stevens County, Kansas (the "Property"), currently served at Meter No. 9535175, 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).

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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:

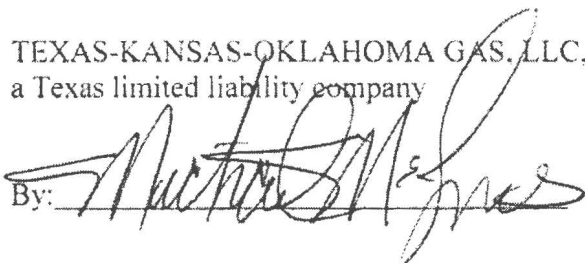
Buyer:

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

REDACTED

REDACTED

By:

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



## **GAS SALES AGREEMENT**

This Gas Sales Agreement ("Agreement") is made and effective the 1st day of March, 2018 ("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 SE29-33-38, in Morton County, Kansas (the "Property"), currently served at Meter No. 9746693, 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.

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 31, 2017 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 20<sup>th</sup> 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 (CO<sub>2</sub>), AND HYDROGEN SULFIDE (H<sub>2</sub>S) 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 the during the continuance of nay 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

REDACTED

By: 

## **GAS SALES AGREEMENT**

This Gas Sales Agreement ("Agreement") is made and effective the 1st day of February, 2018 ("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 Sec 34S-35W-6, in Stevens County, Kansas (the "Property"), currently served at Meter No. 55306, 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.

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 31, 2017 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 20<sup>th</sup> 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 (CO<sub>2</sub>), AND HYDROGEN SULFIDE (H<sub>2</sub>S) 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 the during the continuance of nay 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 as soon as possible, approximately August 3, 2018 ("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 the north east corner 28-34-41 , in Morton County, Kansas (the "Property"). 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.

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 August 31, 2018 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 20<sup>th</sup> 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

### 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 (CO<sub>2</sub>), AND HYDROGEN SULFIDE (H<sub>2</sub>S) AND THAT THE GAS IS NOT ARTIFICIALLY ODORIZED.**

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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 the during the continuance of nay 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

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**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

\_\_\_\_\_

By:\_\_\_\_\_

By:\_\_\_\_\_



## **GAS SALES AGREEMENT**

This Gas Sales Agreement ("Agreement") is made and effective as of August \_\_, 2018 ("Effective Date") by and between TEXAS-KANSAS-OKLAHOMA GAS, LLC, a Texas limited liability company ("TKO") and REDACTED, and Oklahoma limited liability company ("Buyer").

### **RECITALS**

WHEREAS, Buyer desires to purchase from TKO certain quantities of natural gas sufficient to satisfy all of Buyer's natural gas requirements in Buyer's livestock barns at its farms 202-203, 205, 207, 227 and 228 ("Livestock Barns").

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

WHEREAS TKO agrees to install a meter for gas delivered pursuant to the terms of this Agreement in the southeast corner of section 22--T34S--R41W, as depicted on the attached plat map.

WHEREAS, Buyer owns a gas line that runs along the south section line of section 22--T34S--R41W as depicted on the attached plat map. Buyer desires to transfer ownership and TKO desires to acquire said line from Buyer.

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 Livestock Barns; 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. TKO shall use best efforts to notify Buyer in advance of any interruption.

### **ARTICLE II**

#### **DELIVERY POINT(S); TRANSPORTATION; AND FACILITIES**

2.1 TKO agrees to install a new meter at its sole cost in the approximate location depicted on the attached plat map in the southeast corner of section 22-T34S-R41W in Morton County, Kansas ("New Meter").



2.2 TKO shall deliver all gas sold hereunder to Buyer at the "Delivery Point" which is defined as the point of the New Meter, or any replacement meter. Buyer has responsibility for and assumes any liability with respect to the gas after its delivery to Buyer at the Delivery Point.

2.3 Buyer hereby conveys to TKO ownership of the gas pipeline Buyer owns on the south section line of section 22-T34S-R41W. The approximate location of said pipeline is depicted on the attached plat map. TKO shall assume all burdens and benefits associated with ownership of said line as of the Effective Date of this Agreement, including without limitation repair and replacement as necessary. Buyer makes no representation as to the condition of the line and conveys it in "as is" condition.

### **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 in MMBtu 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.

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 August 31, 2019 and month-to-month thereafter. Either party may terminate this Agreement by delivering written notice to the other party not less than thirty (30) days prior to such termination. 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 20<sup>th</sup> 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 30th 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 thirty (30) 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, AND THAT THE GAS MAY CONTAIN IMPURITIES, INCLUDING BUT NOT LIMITED TO FREE WATER, NATURAL GASOLINE OR OTHER LIQUIDS, CARBON DIOXIDE (CO<sub>2</sub>), AND HYDROGEN SULFIDE (H<sub>2</sub>S).**

6.2 **TKO SHALL ASSURE ALL GAS IT DELIVERS TO BUYER IS ARTIFICIALLY ODORIZED.**

6.3 **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.**

6.4 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

REDACTED

By: 

By: \_\_\_\_\_



**EXHIBIT 2**

**REDACTED**

**UPDATED CONTRACT SUMMARY**

**12/26/2018**



Merit                      Jurisdictional

710

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	Acct#
10/01/17	0617209	REDACTED	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	710173001
10/01/17	004180		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	710173800

\*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	9725455	REDACTED	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	720173000
Residential	3357802		2.00/1.25/.95/.80/.60	\$2	N/A	N/A	720239050
Residential	5117284		2.00/1.25/.95/.80/.60	\$2	N/A	N/A	720240050
10/01/17	9837581		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	720243000
10/01/17	9846456		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	720247000
10/01/17	9320914		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	720251001
Residential	419478		2.00/1.25/.95/.80/.60	\$2	N/A	N/A	720254050
10/01/17	9220462		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	720255000
10/01/17	9116406		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 Surcharge	Term of Contract	Evergreen Provision (Yes/No)	Acct#
	9652541	REDACTED					730151000
09/01/17	8708324		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730171001
09/01/17	9740530		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730183000
09/01/17	9133339		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730209100
03/01/18	9431872		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730323004
10/01/17	9547450		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730332000
10/01/17	532846		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730335000
10/01/17	9014321		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730337001
10/01/17	119248		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730341000
09/01/17	9724954		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730342001
10/01/17	9134945		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730347000
09/01/17	9434707		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730349000
10/01/17	9524807		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730352003
03/01/18	9535175		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730353001
10/01/17	9118378		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730354000
09/01/17	8705101		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730356001
10/01/17	8906626		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730358000
10/01/17	9232247		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730359000
10/01/17	8917455		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730360000
10/01/17	9224612		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730362000
09/01/17	9931151		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730364000
09/01/17	7375097		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730365000
09/01/17	0046540		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730365101
10/01/17	9439471		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730366000
10/01/17	8195084		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730367000
10/01/17	9120722		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730372000

10/01/17	9134963	REDACTED	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730373000
10/01/17	9134949		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730374000
10/01/17	9230387		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730375000
10/01/17	8906037		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730376000
10/01/17	9846899		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730377000
10/01/17	0243402		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730381000
10/01/17	9012981		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730382000
10/01/17	9136016		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730383001
10/01/17	9224611		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730387000
10/01/17	9721559		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730389001
10/01/17	8829411		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730389100
09/01/17	9542771		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730392001
10/01/17	9326862		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730393000
10/01/17	9646064		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730396000
10/01/17	46694		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730401000
09/01/17	9429063		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730401100
	9652654		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730403000
10/01/17	9225794		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730404000
09/01/17	9225794B		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730404010
10/01/17	8715249		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730405000
10/01/17	9004084		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730407000
10/01/17	9520873		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730408000
10/01/17	8715260		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730409001
09/01/17	9117536		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730410200
09/01/17	8712281		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730415000
09/01/17	8824972		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730416000
10/01/17	0325377		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730418001
10/01/17	9222720		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730419100
10/01/17	1042		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730419200
09/01/17	9132148		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730419301
10/01/17	9525544		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730423000
10/01/17	9821390		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	8001052		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730428000

REDACTED

10/01/17	9134920	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730490000
09/01/17	9012964	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730490201
10/01/17	9136003	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730490301
10/01/17	9430709	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730900500
09/01/17	9420872	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730902500
10/01/17	9125417	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730915000

\*30 day notice to terminate yearly

## BlackHills

## Jurisdictional

730

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	
	BHE309557	REDACTED					730120000
	BHE363106						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	9425871B		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730212100
10/1/17	7808179		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730212200
	BHE309541						730270000
	BHE363108						730274000
9/1/17	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	730311000
9/1/17	9125421		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357000
10/1/17	912542B		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357001
9/1/17	912542C		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
09/01/17	9130978		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357300
09/01/17	9135978		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357400
09/01/17	9135978B		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357401
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	9227065		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730357700
10/1/17	9640515		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730394000
10/1/17	9230379		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730409100
9/1/17	9014372		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730409201
9/1/17	BHE309534		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730427000



9/1/17	9323456	REDACTED	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730490100
	BHE334243						730500000
10/1/17	9537577		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730501000
9/1/17	9228276		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730502000
3/1/18	9125398		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730503000
10/1/17	9229050		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730900200
10/1/17	9232847		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	730900400

\*30 day notice to terminate yearly

Merit

Jurisdictional

735

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	Acct#
10/1/2017	8714685	REDACTED	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735214000
10/1/2017	90143509		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735248001
3/1/2018	7226507		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735250001
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	9533978		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735513000
10/1/2017	9640157		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735514000
10/1/2017	9439541		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	735515000
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

BlackHills

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Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Evergreen Provision (Yes/No)	Acct#
	BHE309550	REDACTED					740110100
10/1/2017	252609		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740121000
	BHE363085						740125000
2/1/2018	55306		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740132000
	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	9124334		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740182000
9/1/2017	9123233		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740182100
	599126						
	BHE363247						740205100
10/1/2017	9721526		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740207003
	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
10/1/2017	BHE363103		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740230000
10/1/2017	9436944		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740231000
10/1/2017	899980		2.00/1.25/.95/.80/.60	\$2	Year to year ending 12/31*	Yes	740232000
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
10/1/2017	8824538		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
10/1/2017	BHE363128		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740346100

10/1/2017	227636	REDACTED
9/1/2017	19157656	
	BHE309519	
10/1/2017	9423391	
	9227159	
10/1/2017	9121845	
10/1/2017	8613811	
10/1/2017	9053110	
10/1/2017	9922107	
9/1/2017	7507160	
10/1/2017	975726	
10/1/2017	9123248	
10/1/2017	127385	

WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740346200
WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740346300
WACOG + \$.50	\$40			740351000
WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740369001
WACOG + \$.50	\$40			740374001
WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740375000
WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740376000
WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740377001
WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740378000
WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740391000
WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740392051
WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740392100
WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740393050

10/1/2017	9229081	REDACTED	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	740405000
10/1/2017	BHE326270		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740415000
10/1/2017	9228978		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	740425000
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
10/1/2017	9132106		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740431500
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	9423337		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740431800
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	740432100
	0850000		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
10/1/2017	7685		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740510100
	BHE309554		WACOG + \$.50	\$40			740510300
9/1/2017	9640223		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740510400
9/1/2017	9228991		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740510500
9/1/2017	9224621		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes	740510600

<b>Merit</b>	REDACTED				
10/1/2017	9129722		WACOG + \$.50	\$40	Year to year ending 12/31*
<hr/>		<hr/>			740298000



## Jurisdictional

Contract Date

**Customer Name**

**Delivery Charge**

### Term of Contract

Evergreen Acct#  
Provision  
(Yes/No)

### Acct#

9835077

\$20.00

Yes

741281000

9128807

\$20.00

Yes

741282000

**BlackHills**  
**745**

**Jurisdictional**

**Contract**   **Meter**   **Customer Name**  
**Date**   **Number**

**Delivery**  
**Charge**

**Monthly**  
**Surcharge**

**Term of Contract**

**Evergreen**  
**Provision**  
**(Yes/No)**

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	116202	REDACTED
8/1/18	9740782	
8/3/18	9126937	

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						745100000
WACOG + \$.50	\$40	Year to year ending 12/31*	Yes			745100100
WACOG + \$.50	\$40	Year to year ending 12/31*	Yes			745100200

\*30 day notice to terminate yearly

Merit

Jurisdictional

750

Contract Date	Meter Number	Customer Name	Delivery Charge	Monthly Surcharge	Term of Contract	Received	Evergreen Provision (Yes/No)	Acct#
10/1/2017	9631975	REDACTED	WACOG + \$.50	\$40	Year to year ending 12/31*	Yes		750110000
10/1/2017	032071		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes		750215000
10/1/2017	9728167		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes		750260000
10/1/2017	904023		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes		750307000
10/1/2017	912701		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes		750308001
10/1/2017	8074278		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes		750310000
9/1/2017	09525544		WACOG + \$.50	\$40	Year to year ending 12/31*	Yes		750390000

BlackHills

Jurisdictional

770

Contract Meter Customer Name  
Date Number

Delivery  
Charge

Monthly  
Surcharg  
e

Term of Contract

Evergreen Acct#  
Provision  
(Yes/No)

5/1/2014 9529940 REDACTED

- PE avg plus .65 \$40.00 Year to year ending 12/31\*

Yes 770100000

5/1/2014 8828241

- PE avg plus .65 \$40.00 Year to year ending 12/31\*

Yes 770200000

Seward  
780

Jurisdictional

Contract Meter  
Date Number

Customer Name

Delivery Charge

Monthly  
Surcharg  
e

Term of  
Contract

Evergreen  
Provision  
(Yes/No)

Acct#

4/7/2011 8818282 REDACTED

\_ WACOG plus .35 \$40.00 to 04/07/2026 Yes 780100900

**Seward**  
**781**

## Jurisdictional

Contract  
Date**Meter  
Number**

**Customer Name**

**Delivery Charge**

**Monthly  
Surcharg  
e**

### Term of Contract

**Evergreen Acct#**  
**Provision**  
**(Yes/No)**

Acct#

2/8/2016

0211401

REDACTED

WACOG plus .35

\$40.00

to January 31, 2026

Yes

781100100



## Jurisdictional

Contract Date

**Customer Name**

**Delivery Charge**

### Term of Contract

**Acct#**

783000100

783000200

784

Jurisdictional

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

785

Jurisdictional

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