

**AGREEMENT FOR THE SALE AND  
PURCHASE OF REAL ESTATE**

This Agreement for the Sale and Purchase of Real Estate (the “Agreement”) is made and entered into by and between **ONE Gas, Inc.**, an Oklahoma corporation, or its assigns (“Buyer”), with a mailing address of 15 East Fifth Street, Tulsa, Oklahoma 74103, and **City of Arkansas City, a Kansas municipal corporation** (collectively, “Seller”), with a mailing address of 118 West Central Avenue, Arkansas City, KS 67005, and shall be effective as of the last date this Agreement is executed by the Seller and Buyer as shown opposite their respective signature below (the “Effective Date”).

Upon approval of this Agreement by both Seller and Buyer evidenced by their signatures below, a valid and binding contract of sale of real estate shall exist, the terms and conditions of which are as follows:

1. Sale. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, the real property described as follows, consisting of approximately 4.48 +/- acres, located in Cowley County, Kansas, (the “Land”), together with all and singular all rights and appurtenances belonging to such Land and all of Seller’s right, title and interest in and to all common elements, streets, alleys and other public or private ways adjacent thereto, before or after vacation thereof; and all of the buildings, structures, fixtures and improvements in, upon and under such Land (the “Improvements”) (hereinafter all of the foregoing being collectively referred to as the “Property”):

A tract of land situated in the Northeast Quarter of Section 31, Township 34 South, Range 4 East of the 6th Principal Meridian, Cowley County, Kansas, prepared by Chris A. Meinen PS/1489 on January 31, 2024, being more particularly described as follows: Commencing at the Southwest Corner of said Northeast Quarter; thence North 01 degrees, 00 minutes, 24 seconds West (assumed), along the West Line of said Northeast Quarter, a distance of 600.95 feet; thence North 88 degrees, 59 minutes, 36 seconds East, perpendicular to said West Line, a distance of 540.33 feet to the Point of Beginning of the herein described tract on the East Right-of-Way for US 77 Highway Bypass; thence North 37 degrees, 09 minutes, 03 seconds East, along said East Right-of-Way, a distance of 253.43 feet; thence North 27 degrees, 07 minutes, 02 seconds East, along said East Right-of-Way, a distance 322.75 feet; thence North 70 degrees, 09 minutes, 51 seconds East, along said East Right-of-Way, a distance of 132.79 feet; thence South 50 degrees, 39 minutes, 37 seconds East, along said East Right-of-Way, a distance of 218.00 feet; thence South 20 degrees, 37 minutes, 07 seconds East, a distance of 340.00 feet; thence South 83 degrees, 46 minutes, 02 seconds West, a distance of 717.65 feet to the Point of Beginning, containing 4.80 acres, more or less.

2. Easements. It is understood that the Property is subject to, and the Permitted Title Exceptions (defined below) shall include, the 20 feet wide and 30 feet wide utility easements described in that certain Permanent Easement dated May 16, 2024, and filed May 16, 2024, recorded at Book 1138, beginning at Page 216, in the records of the Register of Deeds of Cowley County, Kansas.

3. Purchase Price. Subject to the terms hereof, the total purchase price (the “Purchase Price”) for the Property shall be the sum of \$21,000.00, payable as follows:

(a) the sum of \$1,000.00 within five (5) business days after the Effective Date (the “Earnest Money”) which shall be applied to the Purchase Price and deposited with and held by

Security 1<sup>st</sup> Title, 11015 Metcalf Avenue, Overland Park, KS 66210, Attention: Tara L. Siemon, Phone 913-945-1488, Email TSiemon@security1st.com (the “Title Company”) until Closing (as hereinafter defined) and held and disbursed by the Title Company as provided in this Agreement; and

(b) the balance of the Purchase Price (plus or minus such amounts as may be required after credits, adjustments and prorations as provided herein) to be paid by Buyer to Seller by federal wire transfer or other certified funds at the time of Closing.

4. Title/Survey.

(a) Original Survey. Buyer shall, at Buyer’s sole expense, have forty-five (45) days after the Effective Date in which to obtain a recent survey of the Property prepared by a surveyor licensed in the state where the Property is located (the “Original Survey”). Buyer shall, promptly upon receipt and Buyer’s acceptance of the Original Survey, forward to Seller a copy of the Original Survey.

(b) Title Commitment. Seller shall provide to Buyer, at Seller’s cost, within twenty (20) days after Seller’s receipt of the Original Survey: (i) a title commitment for an ALTA Owner’s Policy of Title Insurance (the “Commitment”), issued by the title insurance company licensed to do business in the state where the Property is located (the “Title Insurer”) in the amount of the Purchase Price, and (ii) true, legible (to the extent available), and complete copies of (A) any tax search, departmental or municipal searches (the “Searches”), and (B) all instruments giving rise to any defects or exceptions to title to the Property (collectively the instruments described in this subpart (B) the “Exception Documents”) shown as an exception in the Commitment.

(c) Update or Replacement of Original Survey. Buyer shall, within thirty (30) days of Buyer’s receipt of the latest to be received of the Commitment, Searches, and Exception Documents, either (i) notify Seller that Buyer does not desire to update or replace the Original Survey (the “Original Survey Acceptance Notice”) or (ii) obtain an update of the Original Survey or a new survey prepared by a surveyor licensed in the state where the Property is located (the Original Survey, as so updated or replaced, or the Original Survey if Buyer does not elect to update or replace the Original Survey, shall be referred to herein as the “Survey”).

(d) Title Objections. Buyer shall have ten (10) days after Buyer’s delivery of the Original Survey Acceptance Notice or Buyer’s receipt and acceptance of the Survey, as applicable, but in no event sooner than ten (10) days after Buyer’s receipt of the Commitment, Searches and Exception Documents (the “Objection Period”) to examine the Commitment, Searches, Exception Documents and Survey and give Seller written notice (the “Title Objection Notice”) of any objections to (i) the requirements or the exceptions to title set forth in the Commitment, (ii) any liens or unpaid taxes or assessments shown in the Searches, or (iii) the Survey (the “Title Objections”).

(e) Permitted Title Exceptions. Any objections not raised by the Buyer within the Objection Period shall be deemed waived and permitted by Buyer (the “Permitted Title Exceptions”); provided that except for those items which Seller is obligated to cure pursuant to the terms of this Agreement, any matter not the subject of a timely Title Objection Notice shall be deemed a Permitted Title Exception.

(f) Seller's Failure to Eliminate Title Objections. Seller shall use commercially reasonable efforts to eliminate all Title Objections by the Closing Date (as that term is defined below). If Seller is unable to eliminate any Title Objection by the Closing Date, Seller shall provide written notice of same to Buyer and then, unless the same is waived by Buyer in writing, in its sole and absolute discretion, Buyer may either: (i) terminate this Agreement by written notice to Seller, in which event Buyer shall be entitled to a return of the Earnest Money and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase (with no reduction in the Purchase Price) with such title as Seller is able to convey on the Closing Date.

(g) Mandatory Title Removal Items. Notwithstanding anything in Sections 4(a)-(f) above, Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing Date: (i) any Title Objections that have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the date of this Agreement (other than with the prior written approval of Buyer in Buyer's sole and absolute discretion); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date (subclauses (i) and (ii), collectively, the "Voluntary Liens"); or (iii) any Title Objections which would not constitute Voluntary Liens, but which can be removed by the payment of a liquidated sum of money (items set forth in this subclause (iii), collectively, "Monetary Liens"; and, together with the Voluntary Liens, the "Mandatory Title Removal Items"). Seller's failure to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Buyer's election, shall constitute a Seller Default pursuant to Section 17(b) and Buyer shall be entitled to such remedies as are set forth in Section 17(b).

(h) Title as Seller Can Convey. Notwithstanding anything in this Section 4 above to the contrary, Buyer may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller.

5. Inspection. Seller agrees that Buyer and its agents, at Buyer's sole cost and expense, but with the cooperation of Seller to the extent necessary, will be permitted for a period ending forty-five (45) days following the Effective Date (the "Inspection Period") to enter and access the Property to conduct such analysis and inspections of the Property as deemed necessary by Buyer to confirm that the Property is suitable for Buyer's intended use and to enter upon, survey and conduct non-invasive inspections of the Property (the "Inspections"), but such Inspections and tests shall not damage the Property in any respect. To the extent the Property is damaged from the Inspections, Buyer shall, as reasonably practicable, restore the Property to its condition prior to the Inspections. If the Property is not acceptable to Buyer (in its sole discretion) at the end of the Inspection Period, Buyer shall have the option to either waive the unsatisfied objections and proceed to complete this transaction, or terminate this Agreement by notice to Seller within five (5) business days after the end of the Inspection Period, in which case Buyer shall receive an immediate refund of the Earnest Money.

6. Representations of Seller. Seller makes the following representations and warranties to Buyer:

(a) Authority; No Conflicts. Seller has the authority to execute this Agreement, and the execution of this Agreement does not violate or breach any other agreement of which Seller is a party.

(b) Seller. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.

(c) Title. Seller has good and valid title to the Property, free and clear of all encumbrances, except the Permitted Title Exceptions.

(d) Notice. Except as disclosed in writing to Buyer, Seller has received no notice from any local, municipal, regional, state or federal authority that there currently exists any violation of any applicable statutes, laws, codes, ordinances, regulations or requirements which will prohibit the use and occupancy of the Property by Buyer for its intended and appurtenant purposes or that would require any remedial or corrective action in connection with the Property.

(e) Claims. There are no pending or threatened claims, suits, actions, tax appeals or arbitrations or any regulatory, legal or other proceedings or investigations relating to the Property.

(f) Leases/Contracts. The Property is not subject to any tenancies, leases, occupancy agreements or any other contracts (whether written or oral) affecting the Property that will not be terminated prior to Closing.

(g) Regulations. There are no laws, statutes, ordinances, buildings or use restrictions or zoning regulations now applicable to the Property that prohibit any of the uses presently being made thereof and none of such uses constitute in whole or in part, a nonconforming use. Seller will give Buyer prompt written notice of any such law, statute, ordinance, restriction or regulation arising subsequent to the date hereof and prior to the Closing to the extent Seller acquires notice thereof.

(h) Assessments. Seller has no knowledge of any assessments for public improvements against the Property that remain unpaid, including without limitation, those for construction of sewer, water lines or mains, streets, sidewalks and/or curbs.

(i) Liens. All bills for services, labor and materials contracted by Seller shall have been or will be paid prior to the Closing and at Closing there will be no liens or lienable claims arising from labor performed or materials supplied at the request of Seller affecting the Property.

(j) Environment. To the best of Seller's knowledge, the Property, including the improvements thereon, does not contain "hazardous materials", "hazardous waste" or "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et. seq.* or any other federal or state statute of similar kind in violation of applicable law. To the best of Seller's knowledge, neither Seller nor any other person has ever caused or permitted any "hazardous materials", "hazardous waste" or "hazardous substances" to be placed, held, located or disposed of on, under or at the Property or any part thereof in violation of applicable law. No investigation, administrative

order, consent order and agreement, litigation or settlement with respect to any hazardous materials”, “hazardous waste” or “hazardous substances” to be placed, held, located or disposed of on, under or at the Property or any part thereof in violation of applicable law (i) is in existence or anticipated by Seller, or (ii) to Seller’s knowledge, is proposed or threatened.

The representations and warranties of Seller above shall survive the Closing and will not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

7. Notices to Buyer. Seller will give Buyer prompt written notice of any investigation or litigation relating to the Property or this Agreement, whether threatened, anticipated or in existence, arising subsequent to the date hereof and prior to the Closing to the extent Seller acquires knowledge thereof.

8. “As Is”. Except for Seller’s representations and warranties in Section 6 of this Agreement and Seller’s warranty of title to the Property in the Deed, as defined below, Buyer agrees and acknowledges that Seller has not made any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property, and that Buyer is not relying on any warranty, representation or covenant, express or implied, with respect to the Property, and that Buyer is acquiring the Property in an “AS IS” condition with all faults.

9. Taxes and Prorations. The Seller shall pay in full: (i) all special assessments against the Property up to and as of the date of Closing, whether or not payable in installments; (ii) all taxes, other than general ad valorem taxes for the current calendar year, which are a lien on the Property up to and as of the date of Closing, and (iii) the cost of any item of workmanship or material furnished on or prior to the date of Closing that is or may become a lien on the Property. General ad valorem taxes for the current calendar year shall be prorated between the Seller and Buyer as of the date of Closing, provided that, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year.

10. Risk of Loss; Damage or Taking.

(a) If prior to the Closing any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement, except as otherwise provided in Section 10(b) of this Agreement. If this Agreement is not terminated in strict accordance with such Section 10(b), Buyer shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty shall be assigned by Seller to Buyer at the Closing. Buyer shall also receive a credit against the Purchase Price for any deductible applicable under any insurance policy (less any reasonable sums expended by Seller for repair or restoration through the Closing Date). Buyer and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment in the event the Property shall be taken or damaged or destroyed by fire or other casualty.

(b) If prior to the Closing Date any portion of the Property shall be: (i) taken by any condemnation or eminent domain which permanently and materially impairs the current use of the Property; or (ii) damaged or destroyed by fire or other casualty and the cost of repair

exceeds \$5,000.00, then Buyer may terminate this Agreement by giving Seller and the Title Company written notice thereof ("Buyer's Termination Notice") within fifteen (15) days from the date Buyer receives written notice of any such taking, fire, or other casualty. Upon receipt of Buyer's Termination Notice, the Title Company shall refund to Buyer the Earnest Money and upon such refund being made, this Agreement shall terminate and neither party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination of this Agreement.

11. Buyer's Contingencies. The obligation of Buyer to purchase the Property pursuant to the provisions of this Agreement is contingent upon the following (any or all of which may be waived, in whole or in part, by Buyer):

(a) Seller shall have delivered to Buyer each item described in Section 13(a) below, except as may be specifically waived in writing by Buyer;

(b) the Property shall be in substantially the same condition (including, without limitation, physical, zoning, tenant circumstances and title) at the Closing, as the condition in which it was at the termination of the Inspection Period; and

(c) all representations and warranties by Seller in this Agreement shall be true and correct in all material respects as of the Closing.

12. Closing. Closing of the transaction described herein (the "Closing") shall be held at the offices of the Title Company within ten (10) days following the end of the Objection Period (the "Closing Date"), or such earlier or later date as the parties may agree to in writing.

13. Events Occurring at Closing.

(a) Seller's Performance. Seller shall deliver to Buyer, in form and content acceptable to Buyer:

(i) A general warranty deed (the "Deed"), fully and duly executed and acknowledged, conveying fee simple title in and to the Property to Buyer and subject only to the Permitted Title Exceptions, if any.

(ii) A "bills paid affidavit" as required by the Title Company and Buyer, executed by Seller, verifying that, among other things, there are no unpaid bills for labor performed, material supplied or services provided for or to the Property prior to the Closing that would give rise to a materialman's or mechanic's lien.

(iii) Current tax statements, if available and if not previously provided.

(iv) A Non-Foreign Affidavit stating, under penalty of perjury, that Seller is not a "foreign person" as required by the United States Internal Revenue Code of 1986, as amended.

(v) All keys, key cards, and access codes to any portion of the Property.

(vi) Such other instruments and documents as may reasonably be deemed necessary by the Title Company or Buyer or otherwise necessary to consummate the transactions contemplated by this Agreement.

(b) Buyer's Performance. Buyer shall deliver to Seller any remaining cash balance of the Purchase Price (less prorations, credits and other adjustments); any other instruments and documents as may reasonably be deemed necessary by the Title Company.

14. Closing Costs.

(a) Seller's Costs. Seller shall pay the following costs and expenses in connection with the Closing: (i) costs to prepare and record title curative documents, if any; (ii) the title examination fees and title insurance premiums, if applicable, for any owner's policy of title insurance the Buyer elects to purchase; and (iii) one-half of the escrow or Closing fee charged by the Title Company. Seller shall also pay the commission to Buyer's Broker as set forth in Section 18 and any brokerage commission on account of any real estate broker, or real estate company, agent or any other consultant or finder claiming a commission or fee for services of any kind in connection with the transaction contemplated hereby, by, through, or under Seller.

(b) Buyer's Costs. Buyer shall pay the following costs and expenses in connection with the Closing: (i) recording fees for the Deed; (ii) the cost of any endorsements to the owner's policy of title insurance the Buyer elects to purchase; (iii) the cost of the Survey; and (iv) one-half of the escrow or Closing fee charged by the Title Company.

(c) Other Costs. All other costs and expenses incurred by Seller or Buyer with respect to the consummation of the transaction contemplated by this Agreement, including but not limited to attorneys' fees of each party, are to be borne and paid exclusively by the party incurring same, without reimbursement, except as otherwise provided in this Agreement.

15. Possession. Possession of the Property shall be delivered to Buyer at Closing.

16. Attorneys' Fees. In the event this Agreement is turned over to an attorney for enforcement by either Buyer or Seller, the prevailing party shall be entitled to costs of enforcement, including but not limited to reasonable attorney's fees, whether or not a suit is actually filed.

17. Breach.

(a) If Buyer shall default in the observance or performance of Buyer's obligations under this Agreement and the Closing does not occur as a result thereof (a "Buyer Default"), Seller's sole and exclusive remedy shall be to retain the Earnest Money, and any interest earned thereon, as liquidated damages for such Buyer Default. Upon payment of the Earnest Money and any interest earned thereon to Seller, this Agreement shall be terminated and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND BUYER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES THAT SELLER MAY SUFFER UPON A BUYER DEFAULT AND THAT THE EARNEST MONTY AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A BUYER

DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the performance of any of Seller's obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a "Seller Default"), Buyer's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller and the Title Company, and the Title Company or Seller, as applicable, shall return the Earnest Money to Buyer, with the interest earned thereon, if any, whereupon this Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, and if Buyer prevails thereunder, Seller shall reimburse Buyer for all reasonable legal fees, court costs, and all other reasonable costs of such action. Notwithstanding the foregoing, if Seller shall willfully default in its obligation to close the transaction hereunder on the Closing Date and specific performance shall not be a legally available remedy to Buyer as a result thereof, then Buyer shall: (x) have the right to receive a return of the Earnest Money; and (y) be entitled to (and Seller shall reimburse Buyer for), which reimbursement obligation shall survive the termination of this Agreement, reimbursement for the expenses, if any, actually incurred by Buyer for: (1) title examination, survey, and municipal searches, including the issuance of the Title Commitment and any continuation thereof, without issuance of a title insurance policy; (2) fees paid to Buyer's engineer for preparing any environmental and engineering reports with respect to the Property; and (3) the actual and reasonable third-party costs incurred by Buyer in connection with the negotiation of this Agreement and Buyer's due diligence with respect to the Property, including, without limitation, reasonable attorneys' fees (collectively "Buyer's Costs").

(c) Upon the release of the Earnest Money, and any interest accrued thereon, to either Buyer or Seller, as the case may be, and reimbursement of Buyer's Costs (if applicable), this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

18. Brokerage Commissions – Buyer's Broker. Mike Murnan of Cushman & Wakefield has been acting as broker for Buyer in regard to the Property ("Buyer's Broker"), and Seller agrees to pay to Buyer's Broker a 5% commission from the proceeds of the sale of the Property, as provided above. Buyer's Broker is the only real estate broker, or real estate company, agent or any other consultant or finder claiming a commission or fee for services of any kind in connection with the transaction contemplated hereby, by, through, or under Buyer.

19. Notice. Any notice to be given to a party under this Agreement shall be deemed to be given on the date hand delivered to the party, or on the second business day following the date when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Buyer or Seller at the address set forth in the first paragraph of this Agreement. Written notification of address changes by either party may be made to the other in accordance with this Section.

20. Survival. The covenants, agreements, representations and warranties contained in this Agreement and in any covenants, agreements, representations and warranties contained in certificates



delivered pursuant hereto shall survive the Closing and shall inure to the benefit of the parties and their respective successors and assigns.

21. Agreement Binding. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. To the extent there should be more than one seller hereunder, the obligations, covenants, representations, warranties and agreements of Seller shall be joint and several obligations, covenants, representations, warranties and agreements.

22. Time of the Essence. Time shall be of the essence with respect to this Agreement. In the event any day for the giving of notice, objection, inspection, Closing or otherwise applicable hereto should fall on a Saturday, Sunday or legal holiday, the giving of such notice, objection, inspection, Closing or otherwise may be delayed until the next succeeding business day.

23. Entire Agreement. This Agreement (including its recitals and exhibits) constitutes the entire agreement between the parties with respect to the subject matter hereof, and this Agreement and all documents executed in connection herewith supersedes all previous negotiations, discussions and agreements between the parties in connection with the sale of the Property and no parol evidence of any prior or other agreement with respect thereto shall be permitted to contradict or vary the terms hereof. This Agreement may be amended only by a written instrument executed by Seller and Buyer. The provisions of this Agreement may not be waived except by written agreement of the party against whom a waiver shall be asserted.

24. Assignment. This Agreement may not be assigned by either party, in whole or in part, without the prior written consent of the other party; provided, however, Buyer shall be entitled to assign this Agreement to an entity created by or controlled by Buyer for the purpose of acquiring the Property.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

26. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the other provisions hereof, and this Agreement shall be construed and enforced as if such provision had not been included herein.

27. Recording. This Agreement shall not be recorded by either party hereto.

28. Confidentiality. Each party agrees to use all reasonable efforts to keep confidential any non-public information in connection with this Agreement, specifically including, without limitation, the Purchase Price for the Property, the terms of this Agreement, and any other non-public information supplied to it by the other party (or any of its affiliates, directors, officers, employees and representatives); provided that nothing herein shall limit the disclosure of any information (a) to the extent required by law if (unless prohibited by law) the disclosing party gives the other party prior notice of such disclosure and uses a good faith effort to maintain its confidentiality after disclosure, or (b) to any permitted assignee so long as such assignee agrees to be bound by the terms and provisions of this Section 28.

29. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The parties agree that this Agreement and any related documents may be electronically signed via DocuSign, Adobe Sign or a

similar electronic signature service. Electronic signatures will be deemed original signatures for all purposes under this Agreement.

*[SIGNATURE PAGES FOLLOW]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year so indicated for each party herein below.

**SELLER:**

**City of Arkansas City**, a Kansas municipal corporation

By: \_\_\_\_\_  
Name: Randy Frazer  
Title: City Manager  
Date: \_\_\_\_\_

**BUYER:**

**ONE Gas, Inc.**, an Oklahoma corporation

By: \_\_\_\_\_  
Name: Mark Bender  
Title: Senior VP Administration & CIO  
Date: \_\_\_\_\_