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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**(Date of report) October 5, 2018**

**(Date of earliest event reported) October 5, 2018**

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**ONE Gas, Inc.**

**(Exact name of registrant as specified in its charter)**

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**Oklahoma**  
**(State or other jurisdiction**  
**of incorporation)**

**001-36108**  
**(Commission**  
**File Number)**

**46-3561936**  
**(IRS Employer**  
**Identification No.)**

**15 East Fifth Street;**  
**Tulsa, OK**  
**(Address of principal executive offices)**

**74103**  
**(Zip code)**

**(918) 947-7000**  
**(Registrant's telephone number, including area code)**

**Not Applicable**  
**(Former name or former address, if changed since last report)**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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Item 1.01    Entry into a Material Definitive Agreement

Effective October 5, 2018, we entered into an extension agreement (the “Extension Agreement”) related to our \$700 million amended and restated revolving credit agreement, dated as of October 5, 2017 (the “\$700 Million Credit Agreement”), with Bank of America, N.A., as administrative agent, swing line lender, a letter of credit issuer and a lender, and the other lenders and letter of credit issuers parties thereto. The Extension Agreement extends the maturity date of the \$700 Million Credit Agreement from October 5, 2022, to October 5, 2023.

All other terms and conditions of the \$700 Million Credit Agreement remain in full force and effect.

The foregoing description of the Extension Agreement is not complete and is in all respects subject to the actual provisions of the Extension Agreement, a copy of which has been filed as Exhibit 10.1 to this Current Report on Form 8-K and which is incorporated by reference herein.

Item 9.01    Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#"><u>Extension Agreement, dated as of October 5, 2018, among ONE Gas, Inc., Bank of America, N.A., as administrative agent, swing line lender, a letter of credit issuer and a lender, and the other lenders and letter of credit issuers parties thereto.</u></a>

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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

ONE Gas, Inc.

Date: October 5, 2018

By: /s/ Curtis L. Dinan

Curtis L. Dinan

Senior Vice President and Chief Financial Officer

**EXTENSION AGREEMENT**  
**(Extension of Maturity Date Pursuant to *Section 2.15* of the Credit Agreement)**

This **EXTENSION AGREEMENT** (this “*Agreement*”) dated as of October 5, 2018 (the “*Extension Effective Date*”) is entered into by and among **ONE GAS, INC.**, an Oklahoma corporation (“*Borrower*”), the undersigned Lenders (as defined in the Credit Agreement) (the “*Consenting Lenders*”), and **BANK OF AMERICA, N.A.**, as Administrative Agent (in such capacity, the “*Administrative Agent*”), Swing Line Lender and L/C Issuer. Capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to them in the Credit Agreement (as hereinafter defined).

**RECITALS**

A. Reference is made to that certain Amended and Restated Credit Agreement dated October 5, 2017 among the Borrower, the Administrative Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

B. This Agreement is being executed to evidence Borrower’s requested extension of the Maturity Date from October 5, 2022 to October 5, 2023 pursuant to *Section 2.15* of the Credit Agreement (the “*Extension*”).

C. Each of the Consenting Lenders is entering into this Agreement in order to evidence its consent to the Extension.

NOW, THEREFORE, the parties hereto agree as follows:

**1. Consent to Extension.** Subject to the satisfaction of the conditions precedent set forth in *Paragraph 2* below, each Consenting Lender hereby consents to the Extension, and effective as of the Extension Effective Date, the Maturity Date applicable to each Consenting Lender is October 5, 2023.

**2. Conditions Precedent to Effectiveness.** This Agreement and the Extension shall be effective as of the date hereof, provided that the Administrative Agent shall have received the following (a) counterparts of this Agreement, executed by the Borrower, and Lenders holding more than 50% of the Aggregate Commitments (calculated in accordance with *Section 2.15* of the Credit Agreement), (b) a certificate of the Secretary or an Assistant Secretary dated as of the date hereof containing the certifications required by *Section 2.15(f)(i)(A)* of the Credit Agreement, (c) a certificate of a Responsible Officer of the Borrower dated as of the date hereof containing the certifications required by *Section 2.15(f)(i)(B)* of the Credit Agreement, and (c) a fee in the amount separately agreed by the Borrower, for the account of each Consenting Lender.

**3. Affirmation and Ratification of Loan Documents.** The Borrower hereby (a) ratifies and affirms each Loan Document to which it is a party (as modified by the Extension), (b) agrees that all of its obligations and covenants under each Loan Document to which it is a party shall remain unimpaired by the execution and delivery of this Agreement and the other documents and instruments executed in connection herewith, and (c) agrees that each Loan Document to which it is a party (as modified by the Extension) shall remain in full force and effect. This Agreement is a Loan Document.

**4. Miscellaneous.** (a) Headings and captions may not be construed in interpreting provisions; (b) this Agreement shall be governed by, and construed in accordance with, the law of the State of New York; and (c) this Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterparts, with the same effect as if all signatories had signed the same document, and all of those counterparts must be construed together to constitute the same document. Delivery of an executed signature page by facsimile or other electronic transmission shall be effective as delivery of a manual executed counterpart.

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**5. ENTIRE AGREEMENT. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, TOGETHER WITH THIS AGREEMENT, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**[Signature Pages to Follow]**

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*IN WITNESS WHEREOF*, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**ONE GAS, INC.**

By: /s/ Curtis L. Dinan  
Curtis L. Dinan  
Senior Vice President and Chief Financial Officer

Signature Page  
to Extension Agreement

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**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By: /s/ Kyle D Harding  
Name: Kyle D Harding  
Title: AVP

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to Extension Agreement

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**BANK OF AMERICA, N.A.** , as  
a Lender, L/C Issuer and Swing Line Lender

By: /s/ Maggie Halleland

Name: Maggie Halleland

Title: Vice President

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to Extension Agreement

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**JPMORGAN CHASE BANK, N.A., as**  
a Lender and L/C Issuer

By: /s/ Nancy R. Barwig  
Name: Nancy R. Barwig  
Title: Credit Risk Director

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**MIZUHO BANK, LTD** , as  
a Lender and L/C Issuer

By: /s/ Donna DeMagistris

Name: Donna DeMagistris

Title: Authorized Signatory

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**U.S. BANK NATIONAL ASSOCIATION** , as  
a Lender and L/C Issuer

By: /s/ Michael T. Sagges  
Name: Michael T. Sagges  
Title: Vice President

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**BOKF, NA DBA BANK OF OKLAHOMA ,**  
as a Lender

By: /s/ Jane P. Faulkenberry  
Jane P. Faulkenberry, Senior Vice President

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to Extension Agreement

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**BRANCH BANKING AND TRUST COMPANY ,**  
as a Lender

By: /s/ Matt McCain

Name: Matt McCain

Title: Senior Vice President

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to Extension Agreement

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**MORGAN STANLEY BANK, N.A. ,**  
as a Lender

By: /s/ Michael King  
Name: Michael King  
Title: Authorized Signatory

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to Extension Agreement

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**ROYAL BANK OF CANADA** ,  
as a Lender

By: /s/ Justin Painter

Name: Justin Painter

Title: Authorized Signatory

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to Extension Agreement

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**UMB BANK, N.A. ,**  
as a Lender

By: /s/ Kelsea Greenfield  
Name: Kelsea Greenfield  
Title: Senior Vice President

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**WELLS FARGO BANK, NATIONAL ASSOCIATION**  
as a Lender

By: /s/ Patrick Engel

Name: Patrick Engel

Title: Managing Director

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to Extension Agreement

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**ARVEST BANK, N.A.,**

as a Lender

By: /s/ Rick Gaut

Name: Rick Gaut

Title: SVP, Commercial Loan Manager

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to Extension Agreement