



Southern Star Central Gas Pipeline, Inc.

4700 State Route 56

P.O. Box 20010

Owensboro, Kentucky 42304-0010

Phone 270/852-5000

Scott LaMar

Director, Rates

Phone: (270) 852-4560

Email: [g.scott.lamar@southernstar.com](mailto:g.scott.lamar@southernstar.com)

October 30, 2020

Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, DC 20426

Re: Southern Star Central Gas Pipeline, Inc.  
Docket No. RP21-\_\_\_\_\_  
Spotlight, Tenaska Gas Storage, and Conexus  
Negotiated Rate Agreements  
Empire District Electric  
Amended Non-Conforming Discount Agreement

Dear Ms. Bose:

Southern Star Central Gas Pipeline, Inc. ("Southern Star") respectfully submits by eFiling the following revised tariff records, to its FERC Gas Tariff, Original Volume No. 2 ("Volume No. 2"): Negotiated Rate Agreements between Southern Star and Spotlight Energy, LLC ("Spotlight"), Tenaska Gas Storage, LLC ("Tenaska"), and Conexus Energy, LLC ("Conexus"), all to be effective October 30, 2020; a Negotiated Rate Agreement between Southern Star and Conexus, to be effective November 1, 2020; and an Amended Non-Conforming Discount Agreement between Southern Star and Empire District Electric Company ("Empire"), to be effective November 1, 2020. The tariff records are being filed pursuant to Part 154 of the Rules and Regulations of the Federal Energy Regulatory Commission ("Commission") to incorporate changes as described further below.

<u>Tariff Records</u>	<u>Section</u>	<u>Version</u>
Table of Contents	1	29.0.0
Non-Conforming Service Agreements		
TA22489 Empire District Electric Company- Amended Discount Agreement**	2.1.3	3.0.0
Conforming Service Agreements with Negotiated Rates		
TA30501 Conexus Energy, LLC – FTS-P Agreement	3.1	6.0.0
TA30501 Conexus Energy, LLC – FTS-P Exhibit A	3.1.1	7.0.0
TA30501 Conexus Energy, LLC – FTS-P Exhibit B	3.1.2	7.0.0
TA30501 Conexus Energy, LLC – Negotiated Rate Agreement*	3.1.3	5.0.0

PL28561	Spotlight Energy, LLC – Negotiated Rate Agreement – Parking	3.5.1	4.0.0
PL28565	Spotlight Energy, LLC – Negotiated Rate Agreement – Loan	3.6.1	4.0.0
PL25737	Tenaska Gas Storage, LLC – Negotiated Rate Agreement – Parking	3.7.1	3.0.0
PL25738	Tenaska Gas Storage, LLC – Negotiated Rate Agreement – Loan	3.8.1	3.0.0
PL29900	Conexus Energy, LLC – Negotiated Rate Agreement – Parking	3.9.1	6.0.0

\* Negotiated rate agreement contains non-conforming capacity release crediting mechanism pursuant to GT&C Section 28.4(b).

\*\* Discounted rate agreement contains non-conforming capacity release marketing right pursuant to GT&C Section 11.6.

### **Statement of Nature, Reasons and Basis for Filing**

In Commission Order No. 714<sup>1</sup>, the Commission adopted certain regulations addressing the filing of negotiated rate and/or non-conforming service agreements filed under eTariff. Negotiated rate agreements and/or non-conforming agreements are filed as part of Volume No. 2.

**Spotlight, Tenaska, and Conexus Revised PLS Negotiated Rate Agreements:** In this filing, Southern Star submits five revised negotiated rate agreements for parking and loan services under Rate Schedule PLS. Each provides for a temporary reduction in the negotiated rate previously agreed to by the parties. Southern Star previously agreed to a temporary change in the negotiated rate in response to operational conditions on Southern Star's system that limited the ability of the shippers to use PLS service in July, August, and September 2020 as contemplated by the parties when the negotiated rates were agreed upon. For the same reason, Southern Star now agrees to extend the temporary reduction for the month of October 2020. Except for the temporary reduction in the Monthly Negotiated Rate, the negotiated rate agreements are unchanged from the negotiated rate agreements previously filed and accepted by the Commission.

These Negotiated Rate Agreements, as well as the Negotiated Rate Agreement with Conexus listed below, set forth the shipper's name, actual negotiated rate, applicable points of service, quantity to be parked or loaned and the applicable rate schedule in compliance with Section 28.5 of the General Terms and Conditions of Southern Star's FERC Gas Tariff, First Revised Volume No. 1 ("Tariff").

These Negotiated Rate Agreements do not materially deviate from Southern Star's Tariff and should be accepted as Conforming Service Agreements with Negotiated Rates.

**Conexus FTS-P Negotiated Rate Agreement with Conforming Service Order:** The TA30501 FTS-P Agreement, FTS-P Exhibit A, and FTS-P Exhibit B filed herewith each conform to the pro forma agreements in Southern Star's Tariff. The Negotiated Rate Agreement establishes the rates to be charged under Contract No. TA30501 beginning November 1, 2020. Per the terms of the Negotiated Rate Agreement, Conexus will pay rates that are entirely commodity based. Conexus will pay a Negotiated Commodity Rate of \$0.02 per Dth until 9,125,000 Dth have been delivered at the Negotiated Commodity Rate. Once 9,125,000 Dth have been delivered at the Negotiated Commodity Rate, Conexus will be billed at the

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<sup>1</sup> *Electronic Tariff Filings*, Order No. 714, 73 FR 57515 (Oct. 3, 2008), FERC Stats. and Regs. ¶ 31,276, at P 104 (2008).

Revised Negotiated Commodity Rate, which shall equal the Maximum FTS-P Authorized Overrun Rate, unless Southern Star and Shipper mutually agree in writing to different rates.

The Negotiated Rate Agreement also establishes an agreed upon capacity release crediting mechanism for temporary releases which states that Southern Star will credit Shipper for any revenue received from the replacement shipper under any replacement contract up to the amount due under this Negotiated Rate Agreement for the capacity released under such replacement contract, taking into account actual commodity usage. Any revenues received from a replacement shipper in excess of that amount, however, will be retained by Southern Star. While this different crediting mechanism may be considered as making the Negotiated Rate Agreement non-conforming, such a different crediting mechanism reflecting the different rate structure established by the negotiated rates is expressly anticipated and permitted by GT&C Section 28.4(b). Accordingly, this negotiated crediting mechanism, reflecting the agreed upon negotiated rate structure, poses no risk of undue discrimination, is expressly authorized by the GT&C of Southern Star's Tariff, and should be accepted.

**Empire Amended Non-Conforming Discount Agreement:** The filing also includes an amended non-conforming discount agreement between Southern Star and Empire. Southern Star and Empire previously agreed to amend a currently effective discount agreement, Contract No. TA22489, in order to provide Empire with an additional discounted receipt location until November 1, 2020. In this amendment, Southern Star is providing Empire with access to the additional discounted receipt location for the duration of the agreement. No other material changes to the currently effective discount agreement are proposed in this filing.

#### **List of Materials Enclosed**

In accordance with Section 154.7(a)(1) of the Commission's regulations, submitted herewith is an eTariff XML filing package, filed as a zip (compressed) file, containing:

- i. The proposed tariff record versions in RTF format with metadata attached;
- ii. A transmittal letter;
- iii. Appendix A – A clean version of the tariff records;
- iv. Appendix B – A marked version of the tariff records; and
- v. Appendix C containing a marked version of the TA30501 Negotiated Rate Agreement with Conexus and the TA22489 Discount Agreement with Empire, with the non-conforming capacity release crediting mechanisms shown as gray highlighted text. Appendix C is provided as supplemental information.

#### **Effective Date, Motion and Waiver**

Southern Star respectfully requests that the Commission grant any necessary waivers of Section 154.207 of its regulations and accept the Spotlight, Tenaska, and Conexus Revised PLS Negotiated Rate Agreements effective as of the date of filing, and the Conexus FTS-P Negotiated Rate Agreement and Empire Amended Non-Conforming Agreement effective on November 1, 2020, consistent with Commission policy regarding negotiated rates. In the event that the Commission elects to accept and suspend the tariff records submitted herein, in accordance with section 154.7(a)(9) of the Commission's

Kimberly D. Bose, Secretary

October 30, 2020

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regulations, Southern Star moves to place such tariff records into effect at the end of the applicable suspension period.

**Correspondence**

Southern Star respectfully requests that all Commission orders and correspondence, as well as pleadings and correspondence from other persons, concerning this filing be served upon:

Scott LaMar  
Director, Rates  
Southern Star Central Gas Pipeline, Inc.  
4700 State Route 56  
Owensboro, KY 42301  
Phone: (270) 852-4560  
[g.scott.lamar@southernstar.com](mailto:g.scott.lamar@southernstar.com)

Douglas Field  
Senior Attorney  
Southern Star Central Gas Pipeline, Inc.  
4700 State Route 56  
Owensboro, KY 42301  
Phone: (270) 852-4657  
[w.doug.field@southernstar.com](mailto:w.doug.field@southernstar.com)

If there are any questions pertaining to this filing, please contact any of the parties listed above.

**Posting and Certification of Service**

Copies of this filing are being distributed to Southern Star's jurisdictional customers and interested state commissions, as well as posted on CSI, Southern Star's online customer service system. A copy of this filing is available for public inspection during regular business hours at the office of Southern Star in Owensboro, Kentucky.

Sincerely,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: /s/ Scott LaMar

Scott LaMar  
Director, Rates  
(270) 852-4560

Enclosures

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\* Negotiated rate agreement contains non-conforming capacity release crediting mechanism pursuant to GT&C Section 28.4(b).

\*\* Discounted rate agreement contains non-conforming capacity release marketing right pursuant to GT&C Section 11.6.

\*\*\* FTS-P agreement and discount agreement each contain separate non-conforming contractual rollover rights pursuant to GT&C Section 7.2.

October 28, 2020

Empire District Electric Company - a Liberty Utilities Company  
ATTN: Tim Wilson  
602 S. Joplin Street  
Joplin, MO 64801

RE: Discount Agreement

Dear Tim:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Empire District Electric Company (Shipper) for a discounted transportation rate for the time periods listed below. Accordingly, Southern Star is willing to offer Shipper the following discount:

Contract No.	TA 22489
Discount Time Period:	December 1, 2018 to December 1, 2025
Rate Schedule:	FTS-M
Maximum Daily Transportation Quantity (MDTQ):	50,280 Dth/d Market Area
Discounted Receipt Location(s):	Location 999000 – Prd/Mkt Interface (PMI) - Provided receipts of gas from the PMI were transported in the Production Area using the FTS-P contract No. TA22488 Location 999051 Mkt Pool
Discounted Delivery Locations:	378504 – Empire Stateline North (Primary Delivery Location) 378501 – Empire Riverton 378502 – Empire Energy Center 378503 – Empire Stateline South Off-System Delivery Locations listed in Appendix A
Discounted FTS-M Reservation Rates:	\$0.0867 (December 1, 2018 – December 1, 2021) \$0.1313 (December 1, 2021 – December 1, 2025)
All Other Charges at Max Rates:	FTS-M commodity rates, transportation fuel, any applicable surcharges, authorized overrun and any other applicable charges (except the Discounted FTS-M Reservation Rate) will be charged at maximum tariff rates per Southern Star's tariff. Provided, however, no modernization surcharges in effect prior to December 1, 2021 shall be applicable to this agreement.

Special Conditions re Locations:

Shipper's daily FTS-M reservation rate will be the applicable Discounted FTS-M Reservation Rate times the MDTQ, unless Shipper delivers to location(s) other than the Discounted Delivery Locations identified above. Any such deliveries to any other location(s) will be charged maximum reservation rates. Further, deliveries to Shipper's Primary Delivery Location in the Market Area must either (i) be received at the PMI from, and transported on, Shipper's Production Area Contract TA 22488 (or any replacement contract resulting from a release of TA 22488) or (ii) be received from Location 999051 Mkt Pool. For any deliveries not received and transported as stated above, the discounted rate will not apply. Any receipts and deliveries to or from any other location(s) are at maximum reservation rates. Shipper may request that the discount transportation rate be applied to different delivery points where Southern Star is providing discounted transportation services and Southern Star may grant a transportation discount rate at such other delivery points if Southern Star is granting discounts to similarly situated shippers at such other points.

Market Commitment: The Discounted FTS-M Reservation Rates set forth above are further conditioned upon all of each month's total quantities delivered to the Empire Facilities at State Line Units Combined Cycle always being transported under FTS Agreements TA 22488 and TA 22489, or under another original firm transportation agreement or agreements (a "TA" agreement) between Southern Star and Shipper, in both the production and market areas. Provided however, deliveries to the Empire Facilities at State Line Units Combined Cycle under a replacement agreement (an "RA" agreement) created by a release of capacity from FTS Agreement TA 22489 or from another original firm transportation agreement (a "TA" agreement) between Southern Star and Shipper, shall not be deemed a violation of this Market Commitment. Provided further, if Shipper is unable to meet the full demand of the Empire Facilities at State Line Units Combined Cycle after fully utilizing the sum of its Maximum Daily Transportation Quantities on all existing firm transportation agreements with Southern Star (including any such replacement agreements as identified above), then Shipper may use other firm transportation agreements, capacity release agreements or interruptible transportation agreements to meet such excess demand of the Empire Facilities at State Line Units Combined Cycle without losing its discount.

As noted in the Special Conditions re Locations, the Discounted FTS-M Reservation Rates set forth above are specifically designed for receipts from or deliveries to the above listed locations at the above discounted rates. The underlying contract can be utilized to receive from or deliver to other locations but the above discount(s) will not apply to those locations and the maximum applicable rates for all volumes received from or delivered to such other locations will be applied.

Shipper may release its contract to a replacement shipper, but the replacement shipper's rates will be determined by the terms of the release, not this discount agreement. Shipper may be subject to additional charges if it releases its capacity, as Shipper's reservation rates will not be discounted if the replacement shipper desires or receives service at different locations than provided herein. Shipper will be charged Southern Star's maximum tariff rates in effect on all quantities released to or nominated to locations other than the Discounted Delivery Locations provided herein (or from other locations as applicable). As a Special



Term of the release, however, Shipper may obligate the replacement shipper to be responsible for any such additional charges, in which case the additional charges collected from the replacement shipper will be credited against any additional charges owed by Shipper hereunder.

Further, the above discount is subject to any conditions set out herein. If any of the above conditions are not met during the discount time period, Southern Star will invoice Shipper the maximum applicable rates for all volumes delivered subsequent to the date the failure of the condition occurred.

Notwithstanding any other provision in this Discount Agreement, Southern Star will not charge above maximum, or below the minimum, approved tariff rates for the relevant service agreement associated herewith. In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

Southern Star Capacity Release Marketing Right: Pursuant to Section 11.6 of the General Terms and Conditions (GT&C) of Southern Star's FERC Gas Tariff, beginning December 1, 2021 Southern Star may market Shipper's capacity under Contract No. TA 22489 as released capacity under the following terms:

- Any capacity proposed to be released must be released at maximum rates;
- The minimum quantity proposed to be released must be equal to or greater than 5,000 Dth/d;
- The term of the proposed release must be for more than one (1) year. If the requested term for the capacity is equal to or longer than the remaining term of Contract No. TA 22489, then the release will be a permanent release under GT&C Section 11.8; otherwise it will be a temporary release.

Southern Star will credit Shipper with any reservation charges to be received up to Shipper's Discounted Reservation Rate due under Contract No. TA 22489, but will retain all revenues in excess of Shipper's Discounted Reservation Rate due under Contract No. TA 22489 as a marketing fee. If Shipper does not wish to release the capacity to the maximum rate replacement shipper provided by Southern Star, Shipper may elect to retain its capacity by matching the bid of the proposed replacement shipper; provided, however, Shipper will not be required to match any rate above maximum rates nor any term of more than five (5) years to retain the capacity. Such election must be made within ten (10) days of Southern Star providing Shipper with a copy of the proposed replacement shipper's written request for Service. Southern Star and Shipper will then amend or modify this Discount Agreement and, if necessary, Contract No. TA 22489 to reflect Shipper's election to match the bid of the proposed replacement shipper. In the event that Shipper matches the bid of the proposed replacement shipper, no marketing fee shall be due. In the event that Shipper elects not to match the bid of the proposed replacement shipper and Southern Star effectuates a release of Shipper's capacity to such replacement shipper, Shipper shall not be liable for the difference between Shipper's Discounted Reservation Rate under Contract No. TA22489 and Southern Star's maximum rate for the term of the release.

This Discount Agreement supersedes and replaces the prior discount agreement between the parties dated July 6, 2020 (the "Prior Discount Agreement") and such Prior Discount Agreement is hereby terminated, effective as of October 31, 2020.

[Remainder of page intentionally left blank.]

If Shipper has executed a CSI Electronic Contracting Agreement per Section 8.15 of the General Terms and Conditions of Southern Star's tariff, please indicate your acceptance of this discounted rate via electronic signature. Otherwise, to indicate your acceptance, please return a signed original of this Discount Agreement to Southern Star either (i) at the address listed above, (ii) via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or (iii) via fax at 270/852-5027. The above discount will become null and void if changes are made to this original Discount Agreement.

Very truly yours,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ Tamara R. Wilson

Title: CFO

Date of execution by Southern Star: 10/30/20

ACCEPTED AND AGREED TO this 30 day of Oct, 2020 by:

EMPIRE DISTRICT ELECTRIC COMPANY

By /s/ Tim Wilson.

Title Tim Wilson, VP – Electric Operations.

[Signature page to Discount Agreement associated with FTS-M Agreement, Contract No. TA 22489]

**SOUTHERN STAR CENTRAL GAS PIPELINE**

## OFF-SYSTEM RECEIPT AND DELIVERY LOCATIONS

RECEIPT	DELIVERY	LINE	LOCATION NAME	COUNTY	STATE	FLOW DIRECTION
		SEGMENT				
	135533	496	PEPL Princeton	Franklin	KS	Delivery

Contract ID: TA30501

TRANSPORTATION SERVICE AGREEMENT  
UNDER RATE SCHEDULE FTS

THIS AGREEMENT is made and entered into this 28th day of October, 2020 by and between SOUTHERN STAR CENTRAL GAS PIPELINE, INC., a Delaware corporation, having its principal office in Owensboro, Kentucky hereinafter referred to as "Southern Star," and CONEXUS ENERGY, LLC, a Delaware limited liability company, having its principal office in Tulsa , OK, hereinafter referred to as "Shipper."

IN CONSIDERATION of the premises and of the mutual covenants and agreements herein contained, Southern Star and Shipper agree as follows:

SECTION I  
QUANTITY TO BE TRANSPORTED

- 1.1 Subject to the provisions of this Agreement and of Southern Star's Rate Schedule FTS, Southern Star agrees to receive such quantities of natural gas as Shipper may cause to be tendered to Southern Star at the Primary Receipt Point(s) designated on Exhibit(s) A which are selected from Southern Star's Master Receipt Point List(s), as revised from time to time, for transportation on a firm basis; provided, however, that in no event shall Southern Star be obligated to receive on any day in excess of the Maximum Daily Quantity (MDQ) for each Primary Receipt Point or of the Maximum Daily Transportation Quantity (MDTQ) for Primary Receipt Points within any area, all as set forth on Exhibit(s) A.
- 1.2 Southern Star agrees to deliver and Shipper agrees to accept (or cause to be accepted) at the Primary Delivery Point(s) taken from the Master Delivery Point List(s) and designated on Exhibit(s) B a quantity of natural gas thermally equivalent to the quantity received by Southern Star for transportation hereunder less appropriate reductions for fuel and loss as provided in Southern Star's Rate Schedule FTS; provided, however, that Southern Star shall not be obligated to deliver on any day in excess of the MDQ for each Primary Delivery Point or of the MDTQ for all Primary Delivery Points within any area, all as set forth on Exhibit(s) B.

SECTION II  
DELIVERY POINT(S) AND DELIVERY PRESSURE

- 2.1 Natural gas to be delivered hereunder by Southern Star to or on behalf of Shipper shall be delivered at the outlet side of the measuring station(s) at or near the Delivery Point(s) designated on Exhibit(s) B at Southern Star's line pressure existing at such Delivery Point(s).

SECTION III  
RATE, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 Shipper shall pay Southern Star each month for all service rendered hereunder the then-effective, applicable rates and charges under Southern Star's Rate Schedule FTS, as such rates and charges and Rate Schedule FTS may hereafter be modified, supplemented, superseded or replaced generally or as to the service hereunder. Shipper agrees that Southern Star shall have the unilateral right from time to time to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service hereunder, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions incorporated by reference in such rate schedule(s); provided, however, Shipper shall have the right to protest any such changes.
- 3.2 This Agreement in all respects is subject to the provisions of Rate Schedule FTS, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule FTS, all of which are by reference made a part hereof.

SECTION IV  
TERM

- 4.1 This Agreement shall become effective November 1, 2020, and shall continue in full force and effect until November 1, 2021.
- 4.2 This Agreement may be suspended or terminated by Southern Star in the event Shipper fails to pay all of the amount of any bill rendered by Southern Star hereunder when that amount is due; provided, however, Southern Star shall give Shipper and the FERC thirty (30) days notice prior to any suspension or termination of service. Service may continue hereunder if within the thirty-day notice period satisfactory assurance of payment is made by Shipper in accord with Section 18 of the General Terms and Conditions. Suspension or termination of this Agreement shall not excuse Shipper's obligation to pay all demand and other charges for the original term of the Agreement.

## SECTION V NOTICES

- 5.1 Unless otherwise agreed to in writing by the parties, any notice, request, demand, statement or bill respecting this Agreement shall be in writing and shall be deemed given when communicated pursuant to Section 23 of the General Terms and Conditions or when placed in the regular mail or certified mail, postage prepaid and addressed to the other party, or sent by overnight delivery service, via email or by fax, at the following addresses, email addresses or fax numbers, respectively:

To Shipper: Conexus Energy, LLC  
1717 S. Boulder Ave  
Suite 100  
Tulsa , OK 74119

To Southern Star: Payments: as directed on invoice

All Notices:  
Southern Star Central Gas Pipeline, Inc.  
P.O. Box 20010  
Owensboro, Kentucky 42304-0010  
Attention: Commercial Services  
Fax: (270) 852-5027  
Email: [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com)

The address(es) of either party may, from time to time, be changed by a party communicating appropriate notice thereof to the other or, in the case of Southern Star, by posting notice of such address change(s) on CSI.

## SECTION VI MISCELLANEOUS

- 6.1 As of the date of execution of Exhibits A and B attached to this Agreement, such executed exhibits shall be incorporated by reference as part of this Agreement. The parties may amend Exhibits A and B by mutual agreement, which amendment shall be reflected in revised Exhibit(s) A and B and shall be incorporated by reference as part of this Agreement.

- 6.2 Any Service Agreement under Rate Schedule FTS may cover transportation in the Production Area and/or the Market Area. If one service agreement covers both Production and Market Areas, Exhibits A and B for each area shall be attached to the service agreement.
- 6.3 OTHER THAN AS MAY BE SET FORTH HEREIN, SOUTHERN STAR MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the day and year first above written.

CONEXUS ENERGY, LLC

SOUTHERN STAR CENTRAL GAS  
PIPELINE, INC.

By /s/ James L. Kincaid, Jr.

*(Signature)*

By /s/ Tamara R. Wilson

*(Signature)*

Name James L. Kincaid, Jr.

*(Please type or print)*

Name Tamara R. Wilson

*(Please type or print)*

Title CEO

*(Please type or print)*

Title CFO

*(Please type or print)*

**EXHIBIT A: PRIMARY RECEIPT POINT(S)**

To Firm Contract No. TA30501 Dated October 28, 2020  
Between Southern Star Central Gas Pipeline, Inc.  
and Conexus Energy, LLC

**PRODUCTION AREA**

**EXHIBIT EFFECTIVE DATE: November 1, 2020**

Location Name	Location	Line Segment	Sec-Twn-Rng	County	State	MDQ (Dth/d)
Cheyenne Plains - Sand Dune	16813	130	31-27S-19W	Kiowa	KS	35,000
MDTQ 35,000 Dth/d						Total* 35,000

CONEXUS ENERGY, LLC

SOUTHERN STAR CENTRAL GAS  
PIPELINE, INC.

By /s/ James Kincaid, Jr.

(Signature)

By /s/ Tamara R. Wilson

(Signature)

Name James L. Kincaid, Jr.

(Please type or print)

Name Tamara R. Wilson

(Please type or print)

Title CEO

(Please type or print)

Title CFO

(Please type or print)

Date 10/28/20

Date 10/29/2020

\*The Sum of the Primary Receipt Point MDQs must add up to the MDTQ.



**EXHIBIT B: PRIMARY DELIVERY POINT(S)**  
To Firm Contract No. TA30501 Dated October 28, 2020  
Between Southern Star Central Gas Pipeline, Inc.  
and Conexus Energy, LLC

**PRODUCTION AREA**

**EXHIBIT EFFECTIVE DATE: November 1, 2020**

Location Name	Location	Line Segment	Sec-Twn-Rng	County	State	MDQ (Dth/d)	MDP
Northern Natural-Kiowa	17096	130	25-27S-19W	Kiowa	KS	35,000	
MDTQ 35,000 Dth/d						<b>Total*</b> 35,000	

CONEXUS ENERGY, LLC

SOUTHERN STAR CENTRAL GAS  
PIPELINE, INC.

By /s/ James L. Kincaid, Jr.  
(Signature)

By /s/ Tamara R. Wilson  
(Signature)

Name James L. Kincaid, Jr.  
(Please type or print)

Name Tamara R. Wilson  
(Please type or print)

Title CEO  
(Please type or print)

Title CFO  
(Please type or print)

Date 10/28/20

Date 10/29/20

\*The Sum of the Primary Delivery Point MDQs must add up to the MDTQ.

MDP Detail By Meter:

Location	Meter	MDP(PSIG)
_____	_____	_____
_____	_____	_____
_____	_____	_____

October 28, 2020

Conexus Energy, LLC  
Attn: Jim Kincaid  
1717 Boulder Ave, Suite 100  
Tulsa, OK 74119

RE: Negotiated Rate Agreement

Dear Jim:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Conexus Energy, LLC (Shipper) for a negotiated transportation rate for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following:

Contract No.	TA 30501
Time Period:	November 1, 2020 to November 1, 2021
Rate Schedule:	FTS- P
Maximum Daily Transportation Quantity (MDTQ):	35,000 Dth/d in the Production Area
Negotiated Daily Reservation Rate:	\$ 0.00 per Dth per day
Negotiated Commodity Rate:	\$ 0.02 per Dth until 9,125,000 Dth have been delivered at the Negotiated Commodity Rate. Once a total of 9,125,000 Dth has been delivered at the Negotiated Commodity Rate, the Negotiated Commodity Rate shall no longer apply and service under Contract No. 30501 shall thereafter billed at the Revised Negotiated Commodity Rate, unless Southern Star and Shipper mutually agree in writing to different rates.
Revised Negotiated Commodity Rate:	The Revised Negotiated Commodity Rate shall equal the Maximum FTS-P Authorized Overrun Rate.
Negotiated Receipt Location:	#16813 Cheyenne Plains - Sand Dune
Alternate Negotiated Receipt Locations:	#999054 Kansas Hugoton Pool (KH) #999053 Blackwell Edmond Pool (BE) #999052 Canadian Blackwell Pool (CB) #999059 South Edmond Pool (SE) #999058 Straight Blackwell Pool (SB) #999057 Rawlins-Hesston Pool (RH) Any receipt location in the KH, BE, CB, SE, SB, RH pools
Negotiated Delivery Location:	#17096 Northern Natural-Kiowa
Alternate Negotiated Delivery Locations:	#4 EOIT Noble Delivery #7 TIGT Thomas #33 OGT Mutual

#52 PSCO Chalk Bluffs  
#17004 NGPL Beaver  
#17069 NGPL Carter  
#17086 NGPL – Mutual  
#35515 ANR Alden  
#47641 CIG Riner  
#121415 NGPL Barton  
#121515 NGPL Ford  
#168112 Transwestern Canadian - Del.

All Other Rate Components are  
at Maximum Rates:

Transportation fuel and any applicable surcharges will be charged at maximum rates per Southern Star's Tariff. The maximum rates for all other rate components for service under Rate Schedule FTS are applicable per Southern Star's FERC Gas Tariff, including the Authorized Overrun Rate, Fuel reimbursement percentage, ACA Surcharge, any other applicable surcharges (reservation or commodity), and any other charges authorized by the Tariff. All charges except the Negotiated Daily Reservation Rate and the Negotiated Commodity Rate will be at maximum rates.

Location Conditions:

The Negotiated Daily Reservation Rate, the Negotiated Commodity Rate and the Revised Negotiated commodity Rate (collectively Negotiated Rates) provided for above are specifically designed only for receipts from the Negotiated Receipt Location and Alternate Negotiated Receipt Locations listed above and deliveries to the Negotiated Delivery Location and Alternate Negotiated Delivery Locations listed above. Therefore, subject to the Maximum Negotiated Rate Quantity limitation, Shipper's Negotiated Reservation Rate shall be \$0.0 per Dth/d and Shipper's Negotiated Commodity Rate shall be \$0.02 per Dth, provided Shipper (or any replacement shipper using the capacity) transports from the Negotiated Receipt Location or Alternate Negotiated Receipt Locations to the Negotiated Delivery Location or Alternate Negotiated Delivery Locations identified above. If quantities are transported from or to any other location(s), the Negotiated Rates shall not apply to such quantities and such quantities will be billed at the maximum reservation and commodity rates as stated in Southern Star's tariff.

Capacity Release: Shipper may release all or any part of its contract to a replacement shipper, but the replacement shipper's rates will be determined by the terms of the release, not this negotiated rate agreement.

Agreed-upon Capacity Release Crediting Mechanism for Temporary Releases: Each month, Southern Star will credit Shipper for any revenue received from the replacement shipper under any replacement contract up to the amount due under this Negotiated Rate Agreement for the capacity released under such replacement contract, taking into account actual commodity usage. Any revenues received from a replacement shipper in excess of that amount will be retained by Southern Star. Any quantities transported under any such replacement contract, regardless of rate, will be credited towards the 9,125,000 Dth limit on the Negotiated Commodity Rate as set forth above. If the revenue received from the replacement shipper is less than the amount due under this Negotiated Rate Agreement for the capacity released under such replacement contract, taking into account actual commodity usage, then Shipper shall be responsible for the difference between the revenue received from the replacement shipper and the amount due under this Negotiated Rate Agreement taking into account actual commodity usage of the replacement shipper.

Potential Additional Charges: As noted under the Location Conditions, Shipper may be subject to additional charges if it releases its capacity since Shipper's rates will not be the Negotiated Rates as stated herein if the replacement shipper desires service at different locations than provided herein. Shipper will be charged Southern Star's maximum tariff rates in effect on all quantities released at or received from or delivered to points other than the Negotiated Receipt Location or Negotiated Delivery Location provided herein. As a Special Term of the release, however, Shipper may obligate the replacement shipper to be responsible for any such additional charges, in which case such additional charges will be collected from the replacement shipper per the terms of the release and will be credited against the additional charges owed by Shipper hereunder.

Because this agreement establishes negotiated rates both parties acknowledge and agree that the negotiated rates will be filed with the Federal Energy Regulatory Commission ("FERC") as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

This agreement was prepared through the joint efforts of the parties and shall not be construed against either party as a result of the preparation or drafting thereof. It is expressly agreed that no consideration shall be given or presumption made on the basis of who drafted this Negotiated Rate Agreement or any specific provision hereof.

To indicate your acceptance of these Negotiated Rates, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or via fax at 270/852-5027. The above Negotiated Rates will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

**Southern Star Central Gas Pipeline, Inc.**

By /s/ Jimmy Staton

Name: Jimmy Staton

Title: President & CEO

Date of execution by Southern Star: 10/30/2020

**AGREED TO AND ACCEPTED** this 30 day of Oct, 2020 by:

**Conexus Energy, LLC**

By /s/ James L. Kincaid, Jr.

Name: James L. Kincaid, Jr.

Title: CEO

*[Signature page to Negotiated Rate Agreement associated with FTS- P Agreement, Contract No. TA 30501]*

Date: October 22, 2020

Spotlight Energy  
Attn: Jacob Field  
950 Echo Lane Suite 125  
Houston, TX 77024

Re: Negotiated Rate Agreement

Dear Jacob Field:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Spotlight Energy (Shipper) for a negotiated rate for Parking Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Parking Service:

Contract No.	PL 28561
Rate Schedule:	PLS
Parking Point of Service:	Market Area (MA)
Quantity:	Maximum Daily Quantity (MDQ) of 15,000 Dth/d Maximum Total Parked Quantity (MTPQ) of 50,000 Dth
Time Period:	November 1, 2019 to November 1, 2020
Monthly Negotiated Rate:	\$ 0.115 per Dth of MTPQ ( <i>i.e.</i> , \$5,750 per month); provided, however, the Monthly Negotiated Rate for the month of July 2020, August 2020, September 2020, and October 2020 shall be \$0.000 per Dth of MTPQ.
Other Rates:	The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Parking Service, so the PLS Daily Commodity Rate for Parking Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply.

Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on October 15<sup>th</sup> this negotiated rate agreement will terminate effective November 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 28561 expires, any quantities parked or continued to be parked under Contract No. PL 28561 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.

Spotlight Energy  
October 22, 2020

PL 28561

In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL28561 dated July 29, 2020 which replaced the Negotiated Rate Agreement for Contract No. PL28565 dated October 16, 2019.

**To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or via fax at 270/852-5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.**

Very truly yours,

**SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**

By /s/ Buster Ashley

Name: Buster Ashley

Title: CSR

Date of execution by Southern Star: 10/22/2020

**AGREED TO AND ACCEPTED** this \_\_\_\_ day of October, 2020 by:

**Shipper: SPOTLIGHT ENERGY**

By /s/ Andrea M Beam

Name: Andrea Beam

Title: Manager of Midwest Marketing

*[Signature page to Negotiated Rate Agreement associated with PL 28561]*

Date: October 22, 2020

Spotlight Energy  
Attn: Jacob Field  
950 Echo Lane Suite 125  
Houston, TX 77024

Re: Negotiated Rate Agreement

Dear Jacob Field:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Spotlight Energy (Shipper) for a negotiated rate for Loan Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Loan Service:

Contract No.	PL 28565
Rate Schedule:	PLS
Loan Point of Service:	Market Area (MA)
Quantity:	Maximum Daily Quantity (MDQ) of 15,000 Dth/d Maximum Total Loaned Quantity (MTLQ) of 50,000 Dth
Time Period:	November 1, 2019 to November 1, 2020
Monthly Negotiated Rate:	\$ 0.115 per Dth of MTLQ ( <i>i.e.</i> , \$5,750 per month); provided, however, the Monthly Negotiated Rate for the months of July 2020, August 2020, September 2020 and October 2020 shall be \$0.000 per Dth of MTLQ.
Other Rates:	The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Loan Service, so the PLS Daily Commodity Rate for Loan Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply.

Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on October 15<sup>th</sup> this negotiated rate agreement will terminate effective November 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 28565 expires, any quantities loaned or continued to be loaned under Contract No. PL 28565 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.



Spotlight Energy  
October 22, 2020

In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL28565 dated July 29, 2020 which replaced the Negotiated Rate Agreement for Contract No. PL28565 dated October 16, 2019.

**To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or via fax at 270/852-5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.**

Very truly yours,

**SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**

By /s/ Buster Ashley

Name: Buster Ashley

Title: CSR

Date of Execution: 10/22/2020

**AGREED TO AND ACCEPTED** this 22 day of October, 2020 by:

**Shipper: SPOTLIGHT ENERGY**

By /s/ Andrea M Beam

Name: Andrea Beam

Title: Manager of Midwest Marketing

*[Signature page to Negotiated Rate Agreement associated with PL 28565]*

Date: October 22, 2020

Tenaska Gas Storage, LLC  
Attn: Carey Petersen  
14302 FNB Parkway  
Omaha, Nebraska 68154

Re: Negotiated Rate Agreement

Dear Carey Petersen:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Tenaska Gas Storage, LLC (Shipper) for a negotiated rate for Parking Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Parking Service:

Contract No.	PL 25737
Rate Schedule:	PLS
Parking Point of Service:	Kansas Hugoton (KH)
Quantity:	Maximum Daily Quantity (MDQ) of 50,000 Dth/d Maximum Total Parked Quantity (MTPQ) of 150,000 Dth
Time Period:	November 1, 2017 to November 1, 2020
Monthly Negotiated Rate:	\$ 0.115 per Dth of MTPQ ( <i>i.e.</i> , \$17,250 per month); provided, however, the Monthly Negotiated Rate for the months of July 2020, August 2020, September 2020, and October 2020 shall be \$0.000 per Dth of MTPQ.
Other Rates:	The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Parking Service, so the PLS Daily Commodity Rate for Parking Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply.

Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on March 15<sup>th</sup> this negotiated rate agreement will terminate effective April 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 25737 expires, any quantities parked or continued to be parked under Contract No. PL 25737 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.

In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL25737 dated September 24, 2020, which replaced the Negotiated Rate Agreement for Contract No. PL25737 dated October 7, 2019.

**To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or via fax at 270/852-5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.**

Very truly yours,

**SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**

By /s/ Scott Warren

Name: Scott Warren  
Title: Account Manager

Date of execution by Southern Star: 10/28/2020

**AGREED TO AND ACCEPTED** this 23rd day of October, 2020 by:

**Shipper: TENASKA GAS STORAGE, LLC**

By /s/ Carey Petersen

Name: Carey Petersen

Title: Manager, Marketing

*[Signature page to Negotiated Rate Agreement associated with PL 25737]*

Date: October 22, 2020

Tenaska Gas Storage, LLC  
Attn: Carey Petersen  
14302 FNB Parkway  
Omaha, Nebraska 68154

Re: Negotiated Rate Agreement

Dear Carey Petersen:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Tenaska Gas Storage, LLC (Shipper) for a negotiated rate for Loan Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Loan Service:

Contract No.	PL 25738
Rate Schedule:	PLS
Loan Point of Service:	Kansas Hugoton (KH)
Quantity:	Maximum Daily Quantity (MDQ) of 50,000 Dth/d Maximum Total Loaned Quantity (MTLQ) of 150,000 Dth
Time Period:	November 1, 2017 to November 1, 2020
Monthly Negotiated Rate:	\$ 0.115 per Dth of MTLQ ( <i>i.e.</i> , \$17,250 per month); provided, however, the Monthly Negotiated Rate for the months of July 2020, August 2020, September 2020, and October 2020 shall be \$0.000 per Dth of MTLQ.
Other Rates:	The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Loan Service, so the PLS Daily Commodity Rate for Loan Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply.

Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on March 15<sup>th</sup> this negotiated rate agreement will terminate effective April 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 25738 expires, any quantities loaned or continued to be loaned under Contract No. PL 25738 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.

In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL25738 dated September 24, 2020, which replaced the Negotiated Rate Agreement for Contract No. PL25738 dated October 7, 2019.

**To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or via fax at 270/852-5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.**

Very truly yours,

**SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**

By /s/ Scott Warren

Name: Scott Warren

Title: Account Manager

Date of execution by Southern Star: 10/28/2020

**AGREED TO AND ACCEPTED** this 23rd day of October, 2020 by:

**Shipper: TENASKA GAS STORAGE, LLC**

By /s/ Carey Petersen

Name: Carey Petersen

Title: Manager, Marketing

*[Signature page to Negotiated Rate Agreement associated with PL 25738]*

Date: October 22, 2020

Conexus Energy, LLC  
Attn: Jim Kincaid  
1717 S. Boulder Ave, Suite 100  
Tulsa, OK 74119

Re: Negotiated Rate Agreement

Dear Jim Kincaid:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Conexus Energy, LLC (Shipper) for a negotiated rate for Parking Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Parking Service:

Contract No.	PL 29900
Rate Schedule:	PLS
Parking Point of Service:	Market Area (MA)
Quantity:	Maximum Daily Quantity (MDQ) of 25,000 Dth/d Maximum Total Parked Quantity (MTPQ) of 125,000 Dth
Time Period:	May 1, 2020 to November 1, 2020
Monthly Negotiated Rate:	\$ 0.15 per Dth of MTPQ ( <i>i.e.</i> , \$18,750 per month); provided, however, the Monthly Negotiated Rate for the months of July 2020, August 2020, September 2020 and October 2020 shall be \$0.000 per Dth of MTPQ.
Other Rates:	The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Parking Service, so the PLS Daily Commodity Rate for Parking Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply.

Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on March 15<sup>th</sup> this negotiated rate agreement will terminate effective April 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 29900 expires, any quantities parked or continued to be parked under Contract No. PL 29900 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.

In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL29900 dated July 29, 2020, which replaced the Negotiated Rate Agreement for Contract No. PL29900 dated April 28, 2020.

**To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or via fax at 270/852-5027.** The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

**SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**

By /s/ Buster Ashley

Name: Buster Ashley  
Title: CSR

Date of execution by Southern Star: 10/27/2020

**AGREED TO AND ACCEPTED** this 27th day of October, 2020 by:

**Shipper: CONEXUS ENERGY, LLC**

By /s/ James L. Kincaid, Jr.

Name: James L. Kincaid, Jr.

Title: CEO

*[Signature page to- Negotiated Rate Agreement associated with PL 29900]*

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Reserved for Future Use .....	4.7.2
Reserved for Future Use .....	4.7.3

\* Negotiated rate agreement contains non-conforming capacity release crediting mechanism pursuant to GT&C Section 28.4(b).

\*\* Discounted rate agreement contains non-conforming capacity release marketing right pursuant to GT&C Section 11.6.

\*\*\* FTS-P agreement and discount agreement each contain separate non-conforming contractual rollover rights pursuant to GT&C Section 7.2.

October 28, 2020

Empire District Electric Company - a Liberty Utilities Company  
ATTN: Tim Wilson  
602 S. Joplin Street  
Joplin, MO 64801

RE: Discount Agreement

Dear Tim:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Empire District Electric Company (Shipper) for a discounted transportation rate for the time periods listed below. Accordingly, Southern Star is willing to offer Shipper the following discount:

<u>Contract No.</u>	<u>TA 22489</u>
<u>Discount Time Period:</u>	<u>December 1, 2018 to December 1, 2025</u>
<u>Rate Schedule:</u>	<u>FTS-M</u>
<u>Maximum Daily Transportation</u>	
<u>Quantity (MDTQ):</u>	<u>50,280 Dth/d Market Area</u>
<u>Discounted Receipt Location(s):</u>	<u>Location 999000 – Prd/Mkt Interface (PMI) - Provided receipts of gas from the PMI were transported in the Production Area using the FTS-P contract No. TA22488</u> <u>Location 999051 Mkt Pool</u>
<u>Discounted Delivery Locations:</u>	<u>378504 – Empire Stateline North (Primary Delivery Location)</u> <u>378501 – Empire Riverton</u> <u>378502 – Empire Energy Center</u> <u>378503 – Empire Stateline South</u> <u>Off-System Delivery Locations listed in Appendix A</u>
<u>Discounted FTS-M Reservation Rates:</u>	<u>\$0.0867 (December 1, 2018 – December 1, 2021)</u> <u>\$0.1313 (December 1, 2021 – December 1, 2025)</u>
<u>All Other Charges at Max Rates:</u>	<u>FTS-M commodity rates, transportation fuel, any applicable surcharges, authorized overrun and any other applicable charges (except the Discounted FTS-M Reservation Rate) will be charged at maximum tariff rates per Southern Star's tariff. Provided, however, no modernization surcharges in effect prior to December 1, 2021 shall be applicable to this agreement.</u>

Special Conditions re Locations: Shipper's daily FTS-M reservation rate will be the applicable Discounted FTS-M Reservation Rate times the MDTQ, unless Shipper delivers to location(s) other than the Discounted Delivery Locations identified above. Any such deliveries to any other location(s) will be charged maximum reservation rates. Further, deliveries to Shipper's Primary Delivery Location in the Market Area must either (i) be received at the PMI from, and transported on, Shipper's Production Area Contract TA 22488 (or any replacement contract resulting from a release of TA 22488) or (ii) be received from Location 999051 Mkt Pool. For any deliveries not received and transported as stated above, the discounted rate will not apply. Any receipts and deliveries to or from any other location(s) are at maximum reservation rates. Shipper may request that the discount transportation rate be applied to different delivery points where Southern Star is providing discounted transportation services and Southern Star may grant a transportation discount rate at such other delivery points if Southern Star is granting discounts to similarly situated shippers at such other points.

Market Commitment: The Discounted FTS-M Reservation Rates set forth above are further conditioned upon all of each month's total quantities delivered to the Empire Facilities at State Line Units Combined Cycle always being transported under FTS Agreements TA 22488 and TA 22489, or under another original firm transportation agreement or agreements (a "TA" agreement) between Southern Star and Shipper, in both the production and market areas. Provided however, deliveries to the Empire Facilities at State Line Units Combined Cycle under a replacement agreement (an "RA" agreement) created by a release of capacity from FTS Agreement TA 22489 or from another original firm transportation agreement (a "TA" agreement) between Southern Star and Shipper, shall not be deemed a violation of this Market Commitment. Provided further, if Shipper is unable to meet the full demand of the Empire Facilities at State Line Units Combined Cycle after fully utilizing the sum of its Maximum Daily Transportation Quantities on all existing firm transportation agreements with Southern Star (including any such replacement agreements as identified above), then Shipper may use other firm transportation agreements, capacity release agreements or interruptible transportation agreements to meet such excess demand of the Empire Facilities at State Line Units Combined Cycle without losing its discount.

As noted in the Special Conditions re Locations, the Discounted FTS-M Reservation Rates set forth above are specifically designed for receipts from or deliveries to the above listed locations at the above discounted rates. The underlying contract can be utilized to receive from or deliver to other locations but the above discount(s) will not apply to those locations and the maximum applicable rates for all volumes received from or delivered to such other locations will be applied.

Shipper may release its contract to a replacement shipper, but the replacement shipper's rates will be determined by the terms of the release, not this discount agreement. Shipper may be subject to additional charges if it releases its capacity, as Shipper's reservation rates will not be discounted if the replacement shipper desires or receives service at different locations than provided herein. Shipper will be charged Southern Star's maximum tariff rates in effect on all quantities released to or nominated to locations other

than the Discounted Delivery Locations provided herein (or from other locations as applicable). As a Special Term of the release, however, Shipper may obligate the replacement shipper to be responsible for any such additional charges, in which case the additional charges collected from the replacement shipper will be credited against any additional charges owed by Shipper hereunder.

Further, the above discount is subject to any conditions set out herein. If any of the above conditions are not met during the discount time period, Southern Star will invoice Shipper the maximum applicable rates for all volumes delivered subsequent to the date the failure of the condition occurred.

Notwithstanding any other provision in this Discount Agreement, Southern Star will not charge above maximum, or below the minimum, approved tariff rates for the relevant service agreement associated herewith. In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

Southern Star Capacity Release Marketing Right: Pursuant to Section 11.6 of the General Terms and Conditions (GT&C) of Southern Star's FERC Gas Tariff, beginning December 1, 2021 Southern Star may market Shipper's capacity under Contract No. TA 22489 as released capacity under the following terms:

- Any capacity proposed to be released must be released at maximum rates;
- The minimum quantity proposed to be released must be equal to or greater than 5,000 Dth/d;
- The term of the proposed release must be for more than one (1) year. If the requested term for the capacity is equal to or longer than the remaining term of Contract No. TA 22489, then the release will be a permanent release under GT&C Section 11.8; otherwise it will be a temporary release.

Southern Star will credit Shipper with any reservation charges to be received up to Shipper's Discounted Reservation Rate due under Contract No. TA 22489, but will retain all revenues in excess of Shipper's Discounted Reservation Rate due under Contract No. TA 22489 as a marketing fee. If Shipper does not wish to release the capacity to the maximum rate replacement shipper provided by Southern Star, Shipper may elect to retain its capacity by matching the bid of the proposed replacement shipper; provided, however, Shipper will not be required to match any rate above maximum rates nor any term of more than five (5) years to retain the capacity. Such election must be made within ten (10) days of Southern Star providing Shipper with a copy of the proposed replacement shipper's written request for Service. Southern Star and Shipper will then amend or modify this Discount Agreement and, if necessary, Contract No. TA 22489 to reflect Shipper's election to match the bid of the proposed replacement shipper. In the event that Shipper matches the bid of the proposed replacement shipper, no marketing fee shall be due. In the event that Shipper elects not to match the bid of the proposed replacement shipper and Southern Star effectuates a release of Shipper's capacity to such replacement shipper, Shipper shall not be liable for the difference between Shipper's Discounted Reservation Rate under Contract No. TA22489 and Southern Star's maximum rate for the term of the release.

This Discount Agreement supersedes and replaces the prior discount agreement between the parties dated July 6, 2020 (the "Prior Discount Agreement") and such Prior Discount Agreement is hereby terminated, effective as of October 31, 2020.

[Remainder of page intentionally left blank.]

If Shipper has executed a CSI Electronic Contracting Agreement per Section 8.15 of the General Terms and Conditions of Southern Star's tariff, please indicate your acceptance of this discounted rate via electronic signature. Otherwise, to indicate your acceptance, please return a signed original of this Discount Agreement to Southern Star either (i) at the address listed above, (ii) via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or (iii) via fax at 270/852-5027. The above discount will become null and void if changes are made to this original Discount Agreement.

Very truly yours,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ Tamara R. Wilson

Title: CFO

Date of execution by Southern Star: 10/30/20

ACCEPTED AND AGREED TO this 30 day of Oct, 2020 by:

EMPIRE DISTRICT ELECTRIC COMPANY

By /s/ Tim Wilson

Title Tim Wilson, VP – Electric Operations

[Signature page to Discount Agreement associated with FTS-M Agreement, Contract No. TA 22489] July 6, 2020

~~Empire District Electric Company – a Liberty Utilities Company  
ATTN: Tim Wilson  
602 S. Joplin Street  
Joplin, MO 64801~~

RE: Discount Agreement

Dear Tim:

~~———— Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Empire District Electric Company (Shipper) for a discounted transportation rate for the time periods listed below. Accordingly, Southern Star is willing to offer Shipper the following discount:~~

~~Contract No. ————— TA 22489~~

~~Discount Time Period: ————— December 1, 2018 to December 1, 2025~~

~~Rate Schedule: ————— FTS-M~~

~~Maximum Daily Transportation~~

~~——— Quantity (MDTQ): ————— 50,280 Dth/d Market Area~~

~~Discounted Receipt Location(s): ————— Location 999000 — Prd/Mkt Interface (PMI) — Provided receipts of gas from the PMI were transported in the Production Area using the FTS-P contract No. TA22488~~

~~Location 999051 Mkt Pool — provided that Location 999051 shall only be available as Discounted Receipt Location until November 1, 2020~~

~~Discounted Delivery Locations: 378504 — Empire Stateline North (Primary Delivery Location)  
378501 — Empire Riverton  
378502 — Empire Energy Center  
378503 — Empire Stateline South  
Off-System Delivery Locations listed in Appendix A~~

~~Discounted FTS-M Reservation Rates: \$0.0867 (December 1, 2018 — December 1, 2021)  
\$0.1313 (December 1, 2021 — December 1, 2025)~~

~~All Other Charges at Max Rates: FTS-M commodity rates, transportation fuel, any applicable surcharges, authorized overrun and any other applicable charges (except the Discounted FTS-M Reservation Rate) will be charged at maximum tariff rates per Southern Star's tariff. Provided, however, no modernization surcharges in effect prior to December 1, 2021 shall be applicable to this agreement.~~

~~Special Conditions re Locations: Shipper's daily FTS-M reservation rate will be the applicable Discounted FTS-M Reservation Rate times the MDTQ, unless Shipper delivers to location(s) other than the Discounted Delivery Locations identified above. Any such deliveries to any other location(s) will be charged maximum reservation rates. Further, deliveries to Shipper's Primary Delivery Location in the Market Area must either (i) be received at the PMI from, and transported on, Shipper's Production Area Contract TA 22488 (or any replacement contract resulting from a release of TA 22488) or (ii) be received from Location 999051 Mkt Pool during the period from July 8, 2020 until November 1, 2020. For any deliveries not received and transported as stated above, the discounted rate will not apply. Any receipts and deliveries to or from any other location(s) are at maximum reservation rates. Shipper may request that the discount transportation rate be applied to different delivery points where Southern Star is providing discounted transportation services and Southern Star may grant a transportation discount rate at such other delivery points if Southern Star is granting discounts to similarly situated shippers at such other points.~~

~~Market Commitment: The Discounted FTS-M Reservation Rates set forth above are further conditioned upon all of each month's total quantities delivered to the Empire Facilities at State Line Units~~

~~Combined Cycle always being transported under FTS Agreements TA 22488 and TA 22489, or under another original firm transportation agreement or agreements (a "TA" agreement) between Southern Star and Shipper, in both the production and market areas. Provided however, deliveries to the Empire Facilities at State Line Units Combined Cycle under a replacement agreement (an "RA" agreement) created by a release of capacity from FTS Agreement TA 22489 or from another original firm transportation agreement (a "TA" agreement) between Southern Star and Shipper, shall not be deemed a violation of this Market Commitment. Provided further, if Shipper is unable to meet the full demand of the Empire Facilities at State Line Units Combined Cycle after fully utilizing the sum of its Maximum Daily Transportation Quantities on all existing firm transportation agreements with Southern Star (including any such replacement agreements as identified above), then Shipper may use other firm transportation agreements, capacity release agreements or interruptible transportation agreements to meet such excess demand of the Empire Facilities at State Line Units Combined Cycle without losing its discount.~~

~~As noted in the Special Conditions re Locations, the Discounted FTS-M Reservation Rates set forth above are specifically designed for receipts from or deliveries to the above listed locations at the above discounted rates. The underlying contract can be utilized to receive from or deliver to other locations but the above discount(s) will not apply to those locations and the maximum applicable rates for all volumes received from or delivered to such other locations will be applied.~~

~~Shipper may release its contract to a replacement shipper, but the replacement shipper's rates will be determined by the terms of the release, not this discount agreement. Shipper may be subject to additional charges if it releases its capacity, as Shipper's reservation rates will not be discounted if the replacement shipper desires or receives service at different locations than provided herein. Shipper will be charged Southern Star's maximum tariff rates in effect on all quantities released to or nominated to locations other than the Discounted Delivery Locations provided herein (or from other locations as applicable). As a Special Term of the release, however, Shipper may obligate the replacement shipper to be responsible for any such additional charges, in which case the additional charges collected from the replacement shipper will be credited against any additional charges owed by Shipper hereunder.~~

~~Further, the above discount is subject to any conditions set out herein. If any of the above conditions are not met during the discount time period, Southern Star will invoice Shipper the maximum applicable rates for all volumes delivered subsequent to the date the failure of the condition occurred.~~

~~Notwithstanding any other provision in this Discount Agreement, **Southern Star will not charge above maximum, or below the minimum, approved tariff rates for the relevant service agreement associated herewith.** In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.~~

~~Southern Star Capacity Release Marketing Right: Pursuant to Section 11.6 of the General Terms and Conditions (GT&C) of Southern Star's FERC Gas Tariff, beginning December 1, 2021 Southern Star may market Shipper's capacity under Contract No. TA 22489 as released capacity under the following terms:~~

- ~~Any capacity proposed to be released must be released at maximum rates;~~
- ~~The minimum quantity proposed to be released must be equal to or greater than 5,000 Dth/d;~~
- ~~The term of the proposed release must be for more than one (1) year. If the requested term for the capacity is equal to or longer than the remaining term of Contract No. TA 22489, then the release will be a permanent release under GT&C Section 11.8; otherwise it will be a temporary release.~~

~~Southern Star will credit Shipper with any reservation charges to be received up to Shipper's Discounted Reservation Rate due under Contract No. TA 22489, but will retain all revenues in excess of Shipper's~~

~~Discounted Reservation Rate due under Contract No. TA 22489 as a marketing fee. If Shipper does not wish to release the capacity to the maximum rate replacement shipper provided by Southern Star, Shipper may elect to retain its capacity by matching the bid of the proposed replacement shipper; provided, however, Shipper will not be required to match any rate above maximum rates nor any term of more than five (5) years to retain the capacity. Such election must be made within ten (10) days of Southern Star providing Shipper with a copy of the proposed replacement shipper's written request for Service. Southern Star and Shipper will then amend or modify this Discount Agreement and, if necessary, Contract No. TA 22489 to reflect Shipper's election to match the bid of the proposed replacement shipper. In the event that Shipper matches the bid of the proposed replacement shipper, no marketing fee shall be due. In the event that Shipper elects not to match the bid of the proposed replacement shipper and Southern Star effectuates a release of Shipper's capacity to such replacement shipper, Shipper shall not be liable for the difference between Shipper's Discounted Reservation Rate under Contract No. TA22489 and Southern Star's maximum rate for the term of the release.~~

~~This Discount Agreement supersedes and replaces the prior discount agreement between the parties dated January 7, 2019 (the "Prior Discount Agreement") and such Prior Discount Agreement is hereby terminated, effective as of July 8, 2020.~~

*[Remainder of page intentionally left blank.]*

~~If Shipper has executed a CSI Electronic Contracting Agreement per Section 8.15 of the General Terms and Conditions of Southern Star's tariff, please indicate your acceptance of this discounted rate via electronic signature. Otherwise, to indicate your acceptance, please return a signed original of this Discount Agreement to Southern Star either (i) at the address listed above, (ii) via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or (iii) via fax at 270/852-5027. The above discount will become null and void if changes are made to this original Discount Agreement.~~

\_\_\_\_\_  
Very truly yours,

\_\_\_\_\_  
SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
Jimmy D. Staton, President and CEO, Executive

\_\_\_\_\_  
Date of execution by Southern Star: \_\_\_\_\_

ACCEPTED AND AGREED TO this 7th day of July, 2020 by:

EMPIRE DISTRICT ELECTRIC COMPANY

By /s/Tim Wilson

Title VP Electric Operations



---

*[Signature page to Discount Agreement associated with FTS-M Agreement, Contract No. TA 22489]*

**SOUTHERN STAR CENTRAL GAS PIPELINE****OFF-SYSTEM RECEIPT AND DELIVERY LOCATIONS**

<b>RECEIPT</b>	<b>DELIVERY</b>	<b>LINE SEGMENT</b>	<b>LOCATION NAME</b>	<b>COUNTY</b>	<b>STATE</b>	<b>FLOW DIRECTION</b>
	135533	496	PEPL Princeton	Franklin	KS	Delivery

Contract ID: TA30501

TRANSPORTATION SERVICE AGREEMENT  
UNDER RATE SCHEDULE FTS

THIS AGREEMENT is made and entered into this 28th day of October, 2020 by and between SOUTHERN STAR CENTRAL GAS PIPELINE, INC., a Delaware corporation, having its principal office in Owensboro, Kentucky hereinafter referred to as "Southern Star," and CONEXUS ENERGY, LLC, a Delaware limited liability company, having its principal office in Tulsa , OK, hereinafter referred to as "Shipper."

IN CONSIDERATION of the premises and of the mutual covenants and agreements herein contained, Southern Star and Shipper agree as follows:

SECTION I  
QUANTITY TO BE TRANSPORTED

- 1.1 Subject to the provisions of this Agreement and of Southern Star's Rate Schedule FTS, Southern Star agrees to receive such quantities of natural gas as Shipper may cause to be tendered to Southern Star at the Primary Receipt Point(s) designated on Exhibit(s) A which are selected from Southern Star's Master Receipt Point List(s), as revised from time to time, for transportation on a firm basis; provided, however, that in no event shall Southern Star be obligated to receive on any day in excess of the Maximum Daily Quantity (MDQ) for each Primary Receipt Point or of the Maximum Daily Transportation Quantity (MDTQ) for Primary Receipt Points within any area, all as set forth on Exhibit(s) A.
- 1.2 Southern Star agrees to deliver and Shipper agrees to accept (or cause to be accepted) at the Primary Delivery Point(s) taken from the Master Delivery Point List(s) and designated on Exhibit(s) B a quantity of natural gas thermally equivalent to the quantity received by Southern Star for transportation hereunder less appropriate reductions for fuel and loss as provided in Southern Star's Rate Schedule FTS; provided, however, that Southern Star shall not be obligated to deliver on any day in excess of the MDQ for each Primary Delivery Point or of the MDTQ for all Primary Delivery Points within any area, all as set forth on Exhibit(s) B.

SECTION II  
DELIVERY POINT(S) AND DELIVERY PRESSURE

2.1 Natural gas to be delivered hereunder by Southern Star to or on behalf of Shipper shall be delivered at the outlet side of the measuring station(s) at or near the Delivery Point(s) designated on Exhibit(s) B at Southern Star's line pressure existing at such Delivery Point(s).

SECTION III  
RATE, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 Shipper shall pay Southern Star each month for all service rendered hereunder the then-effective, applicable rates and charges under Southern Star's Rate Schedule FTS, as such rates and charges and Rate Schedule FTS may hereafter be modified, supplemented, superseded or replaced generally or as to the service hereunder. Shipper agrees that Southern Star shall have the unilateral right from time to time to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service hereunder, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions incorporated by reference in such rate schedule(s); provided, however, Shipper shall have the right to protest any such changes.
- 3.2 This Agreement in all respects is subject to the provisions of Rate Schedule FTS, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule FTS, all of which are by reference made a part hereof.

SECTION IV  
TERM

- 4.1 This Agreement shall become effective November 1, 2020, and shall continue in full force and effect until November 1, 2021.
- 4.2 This Agreement may be suspended or terminated by Southern Star in the event Shipper fails to pay all of the amount of any bill rendered by Southern Star hereunder when that amount is due; provided, however, Southern Star shall give Shipper and the FERC thirty (30) days notice prior to any suspension or termination of service. Service may continue hereunder if within the thirty-day notice period satisfactory assurance of payment is made by Shipper in accord with Section 18 of the General Terms and Conditions. Suspension or termination of this Agreement shall not excuse Shipper's obligation to pay all demand and other charges for the original term of the Agreement.

SECTION V  
NOTICES

5.1 Unless otherwise agreed to in writing by the parties, any notice, request, demand, statement or bill respecting this Agreement shall be in writing and shall be deemed given when communicated pursuant to Section 23 of the General Terms and Conditions or when placed in the regular mail or certified mail, postage prepaid and addressed to the other party, or sent by overnight delivery service, via email or by fax, at the following addresses, email addresses or fax numbers, respectively:

To Shipper:                      Conexus Energy, LLC  
1717 S. Boulder Ave  
Suite 100  
Tulsa , OK 74119

To Southern Star:              Payments: as directed on invoice

All Notices:  
Southern Star Central Gas Pipeline, Inc.  
P.O. Box 20010  
Owensboro, Kentucky 42304-0010  
Attention: Commercial Services  
Fax: (270) 852-5027  
Email: [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com)

The address(es) of either party may, from time to time, be changed by a party communicating appropriate notice thereof to the other or, in the case of Southern Star, by posting notice of such address change(s) on CSI.

SECTION VI  
MISCELLANEOUS

6.1 As of the date of execution of Exhibits A and B attached to this Agreement, such executed exhibits shall be incorporated by reference as part of this Agreement. The parties may amend Exhibits A and B by mutual agreement, which amendment shall be reflected in revised Exhibit(s) A and B and shall be incorporated by reference as part of this Agreement.

6.2 Any Service Agreement under Rate Schedule FTS may cover transportation in the Production Area and/or the Market Area. If one service agreement covers both Production and Market Areas, Exhibits A and B for each area shall be attached to the service agreement.

6.3 OTHER THAN AS MAY BE SET FORTH HEREIN, SOUTHERN STAR MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the day and year first above written.

CONEXUS ENERGY, LLC

SOUTHERN STAR CENTRAL GAS  
PIPELINE, INC.

By /s/ James L. Kincaid, Jr.  
*(Signature)*

By /s/ Tamara R. Wilson  
*(Signature)*

Name James L. Kincaid, Jr.  
*(Please type or print)*

Name Tamara R. Wilson  
*(Please type or print)*

Title CEO  
*(Please type or print)*

Title CFO  
*(Please type or print)*

~~Reserved For Future Use~~

**EXHIBIT A: PRIMARY RECEIPT POINT(S)**

To Firm Contract No. TA30501 Dated October 28, 2020

Between Southern Star Central Gas Pipeline, Inc.

and Conexus Energy, LLC

**PRODUCTION AREA**

**EXHIBIT EFFECTIVE DATE: November 1, 2020**

<u>Location Name</u>	<u>Location</u>	<u>Line Segment</u>	<u>Sec-Twn-Rng</u>	<u>County</u>	<u>State</u>	<u>MDQ (Dth/d)</u>
<u>Cheyenne Plains - Sand Dune</u>	<u>16813</u>	<u>130</u>	<u>31-27S-19W</u>	<u>Kiowa</u>	<u>KS</u>	<u>35,000</u>
<b><u>MDTQ 35,000 Dth/d</u></b>						<b><u>Total*</u></b>
						<u>35,000</u>

CONEXUS ENERGY, LLC

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ James Kincaid, Jr.

*(Signature)*

By /s/ Tamara R. Wilson

*(Signature)*

Name James L. Kincaid, Jr.

*(Please type or print)*

Name Tamara R. Wilson

*(Please type or print)*

Title CEO

*(Please type or print)*

Title CFO

*(Please type or print)*

Date 10/28/20

Date 10/29/2020

\*The Sum of the Primary Receipt Point MDQs must add up to the MDTQ.

Reserved For Future Use

**EXHIBIT B: PRIMARY DELIVERY POINT(S)**  
**To Firm Contract No. TA30501 Dated October 28, 2020**  
**Between Southern Star Central Gas Pipeline, Inc.**  
**and Conexus Energy, LLC**

**PRODUCTION AREA**

**EXHIBIT EFFECTIVE DATE: November 1, 2020**

<u>Location Name</u>	<u>Location</u>	<u>Line Segment</u>	<u>Sec-Twn-Rng</u>	<u>County</u>	<u>State</u>	<u>MDQ (Dth/d)</u>	<u>MDP</u>
<u>Northern Natural-Kiowa</u>	<u>17096</u>	<u>130</u>	<u>25-27S-19W</u>	<u>Kiowa</u>	<u>KS</u>	<u>35,000</u>	
<b><u>MDTQ 35,000 Dth/d</u></b>						<b><u>Total*</u></b>	<b><u>35,000</u></b>

**CONEXUS ENERGY, LLC**

**SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**

**By** /s/ James L. Kincaid, Jr.  
*(Signature)*

**By** /s/ Tamara R. Wilson  
*(Signature)*

**Name** James L. Kincaid, Jr.  
*(Please type or print)*

**Name** Tamara R. Wilson  
*(Please type or print)*

**Title** CEO  
*(Please type or print)*

**Title** CFO  
*(Please type or print)*

**Date** 10/28/20

**Date** 10/29/20

**\*The Sum of the Primary Delivery Point MDQs must add up to the MDTQ.**

**MDP Detail By Meter:**

**Location** **Meter** **MDP(PSIG)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reserved For Future Use**

October 28, 2020

Conexus Energy, LLC  
Attn: Jim Kincaid  
1717 Boulder Ave, Suite 100  
Tulsa, OK 74119

RE: Negotiated Rate Agreement

Dear Jim:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Conexus Energy, LLC (Shipper) for a negotiated transportation rate for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following:

Contract No. TA 30501  
Time Period: BeginDate EndDate November 1, 2020 to November 1, 2021  
Rate Schedule: FTS- P  
Maximum Daily Transportation  
Quantity (MDTQ): 35,000 Dth/d in the Production Area  
Negotiated Daily Reservation Rate: \$ 0.00 per Dth per day  
Negotiated Commodity Rate: \$ 0.02 per Dth until 9,125,000 Dth have been delivered at the  
Negotiated Commodity Rate. Once a total of 9,125,000 Dth  
has been delivered at the Negotiated Commodity Rate, the  
Negotiated Commodity Rate shall no longer apply and service  
under Contract No. 30501 shall thereafter billed at the Revised  
Negotiated Commodity Rate, unless Southern Star and Shipper  
mutually agree in writing to different rates.  
Revised Negotiated Commodity Rate: The Revised Negotiated Commodity Rate shall equal the  
Maximum FTS-P Authorized Overrun Rate.  
Negotiated Receipt Location: #16813 Cheyenne Plains - Sand Dune  
Alternate Negotiated Receipt Locations: #999054 Kansas Hugoton Pool (KH)  
#999053 Blackwell Edmond Pool (BE)  
#999052 Canadian Blackwell Pool (CB)  
#999059 South Edmond Pool (SE)  
#999058 Straight Blackwell Pool (SB)  
#999057 Rawlins-Hesston Pool (RH)  
Any receipt location in the KH, BE, CB, SE, SB, RH pools  
Negotiated Delivery Location: #17096 Northern Natural-Kiowa  
Alternate Negotiated Delivery Locations: #4 EOIT Noble Delivery



The Negotiated Daily Reservation Rate, the Negotiated Commodity Rate and the Revised Negotiated commodity Rate (collectively Negotiated Rates) provided for above are specifically designed only for receipts from the Negotiated Receipt Location and Alternate Negotiated Receipt Locations listed above and deliveries to the Negotiated Delivery Location and Alternate Negotiated Delivery Locations listed above. Therefore, subject to the Maximum Negotiated Rate Quantity limitation, Shipper's Negotiated Reservation Rate shall be \$0.0 per Dth/d and Shipper's Negotiated Commodity Rate shall be \$0.02 per Dth, provided Shipper (or any replacement shipper using the capacity) transports from the Negotiated Receipt Location or Alternate Negotiated Receipt Locations to the Negotiated Delivery Location or Alternate Negotiated Delivery Locations identified above. If quantities are transported from or to any other location(s), the Negotiated Rates shall not apply to such quantities and such quantities will be billed at the maximum reservation and commodity rates as stated in Southern Star's tariff.

Capacity Release: Shipper may release all or any part of its contract to a replacement shipper, but the replacement shipper's rates will be determined by the terms of the release, not this negotiated rate agreement.

Agreed-upon Capacity Release Crediting Mechanism for Temporary Releases: Each month, Southern Star will credit Shipper for any revenue received from the replacement shipper under any replacement contract up to the amount due under this Negotiated Rate Agreement for the capacity released under such replacement contract, taking into account actual commodity usage. Any revenues received from a replacement shipper in excess of that amount will be retained by Southern Star. Any quantities transported under any such replacement contract, regardless of rate, will be credited towards the 9,125,000 Dth limit on the Negotiated Commodity Rate as set forth above. If the revenue received from the replacement shipper is less than the amount due under this Negotiated Rate Agreement for the capacity released under such replacement contract, taking into account actual commodity usage, then Shipper shall be responsible for the difference between the revenue received from the replacement shipper and the amount due under this Negotiated Rate Agreement taking into account actual commodity usage of the replacement shipper.

Potential Additional Charges: As noted under the Location Conditions, Shipper may be subject to additional charges if it releases its capacity since Shipper's rates will not be the Negotiated Rates as stated herein if the replacement shipper desires service at different locations than provided herein. Shipper will be charged Southern Star's maximum tariff rates in effect on all quantities released at or received from or delivered to points other than the Negotiated Receipt Location or Negotiated Delivery Location provided herein. As a Special Term of the release, however, Shipper may obligate the replacement shipper to be responsible for any such additional charges, in which case such additional charges will be collected from the replacement shipper per the terms of the release and will be credited against the additional charges owed by Shipper hereunder.

Because this agreement establishes negotiated rates both parties acknowledge and agree that the negotiated rates will be filed with the Federal Energy Regulatory Commission ("FERC") as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

This agreement was prepared through the joint efforts of the parties and shall not be construed against either party as a result of the preparation or drafting thereof. It is expressly agreed that no consideration shall be given or presumption made on the basis of who drafted this Negotiated Rate Agreement or any specific provision hereof.

To indicate your acceptance of these Negotiated Rates, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or via fax at 270/852-5027. The above Negotiated Rates will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

Southern Star Central Gas Pipeline, Inc.

By /s/ Jimmy Staton

Name: Jimmy Staton

Title: President & CEO

Date of execution by Southern Star: 10/30/2020

AGREED TO AND ACCEPTED this 30 day of Oct , 2020 by:

Conexus Energy, LLC

By /s/ James L. Kincaid, Jr.

Name: James L. Kincaid, Jr.

Title: CEO

[Signature page to Negotiated Rate Agreement associated with FTS- P Agreement, Contract No. TA 30501]

~~Reserved For Future Use~~

Date: October 22, 2020

Spotlight Energy  
Attn: Jacob Field  
950 Echo Lane Suite 125  
Houston, TX 77024

Re: Negotiated Rate Agreement

Dear Jacob Field:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Spotlight Energy (Shipper) for a negotiated rate for Parking Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Parking Service:

<u>Contract No.</u>	<u>PL 28561</u>
<u>Rate Schedule:</u>	<u>PLS</u>
<u>Parking Point of Service:</u>	<u>Market Area (MA)</u>
<u>Quantity:</u>	<u>Maximum Daily Quantity (MDQ) of 15,000 Dth/d</u> <u>Maximum Total Parked Quantity (MTPQ) of 50,000</u> <u>Dth</u>
<u>Time Period:</u>	<u>November 1, 2019 to November 1, 2020</u>
<u>Monthly Negotiated Rate:</u>	<u>\$ 0.115 per Dth of MTPQ (i.e., \$5,750 per month); provided,</u> <u>however, the Monthly Negotiated Rate for the month of July</u> <u>2020, August 2020, September 2020, and October 2020 shall</u> <u>be \$0.000 per Dth of MTPQ.</u>
<u>Other Rates:</u>	<u>The Monthly Negotiated Rate supersedes the PLS Daily</u> <u>Commodity Rate for Parking Service, so the PLS Daily</u> <u>Commodity Rate for Parking Service shall not apply; however,</u> <u>any other allocated costs or applicable surcharges permitted by the</u> <u>Federal Energy Regulatory Commission ("FERC") for service</u> <u>under Rate Schedule PLS shall apply.</u>

Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on October 15<sup>th</sup> this negotiated rate agreement will terminate effective November 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 28561 expires, any quantities parked or continued to be parked under Contract No. PL 28561 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.

Spotlight Energy  
October 22, 2020

PL 28561

In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL28561 dated July 29, 2020 which replaced the Negotiated Rate Agreement for Contract No. PL28565 dated October 16, 2019.

To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or via fax at 270/852-5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ Buster Ashley

Name: Buster Ashley

Title: CSR

Date of execution by Southern Star: 10/22/2020

AGREED TO AND ACCEPTED this \_\_\_\_ day of October, 2020 by:

Shipper: SPOTLIGHT ENERGY

By /s/ Andrea M Beam

Name: Andrea Beam

Title: Manager of Midwest Marketing

[Signature page to Negotiated Rate Agreement associated with PL 28561]

Date: September 16, 2020

Spotlight Energy  
Attn: Jacob Field  
950 Echo Lane, Suite 125  
Houston, TX 77024

Re: ~~Negotiated Rate Agreement~~

Dear Jacob Field:

~~Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Spotlight Energy (Shipper) for a negotiated rate for Parking Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Parking Service:~~

~~Contract No. \_\_\_\_\_ PL 28561  
Rate Schedule: \_\_\_\_\_ PLS  
Parking Point of Service: \_\_\_\_\_ Market Area (MA)  
Quantity: \_\_\_\_\_ Maximum Daily Quantity (MDQ) of 15,000 Dth/d  
Maximum Total Parked Quantity (MTPQ) of 50,000 Dth  
  
Time Period: \_\_\_\_\_ November 1, 2019 to November 1, 2020  
  
Monthly Negotiated Rate: \_\_\_\_\_ \$ 0.115 per Dth of MTPQ (i.e., \$5,750 per month); provided  
however, the Monthly Negotiated Rate for the months of July  
2020, August 2020 and September 2020 shall be \$0.000 per Dth  
of MTPQ.  
  
Other Rates: \_\_\_\_\_ The Monthly Negotiated Rate supersedes the PLS Daily  
Commodity Rate for Parking Service, so the PLS Daily  
Commodity Rate for Parking Service shall not apply; however,  
any other allocated costs or applicable surcharges permitted by  
the Federal Energy Regulatory Commission ("FERC") for service  
under Rate Schedule PLS shall apply.~~

~~Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.~~

~~Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on October 15<sup>th</sup> this negotiated rate agreement will terminate effective November 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 28561 expires, any quantities parked or continued to be parked under Contract No. PL 28561 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.~~

~~Spotlight Energy \_\_\_\_\_ PL 28561  
September 16, 2020~~

~~In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.~~

~~This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL28561 dated July 29, 2020, which replaced the Negotiated Rate Agreement for Contract No. PL28565 dated October 16, 2019.~~

~~To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email~~

~~directed to [ssccontractadministration@sscgp.com](mailto:ssccontractadministration@sscgp.com) or via fax at 270/852-5027.~~ The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.

~~Very truly yours,~~

~~SOUTHERN STAR CENTRAL GAS PIPELINE, INC.~~

~~By /s/Buster Ashley~~

~~Name: Buster Ashley~~

~~Title: CSR~~

~~Date of execution by Southern Star: 09/21/2020~~

~~AGREED TO AND ACCEPTED~~ this 21 day of September, 2020 by:

~~Shipper: SPOTLIGHT ENERGY~~

~~By /s/Andrea M. Beam~~

~~Name: Andrea Beam~~

~~Title: Manager of Midwest Marketing~~

~~{Signature page to Negotiated Rate Agreement associated with PL 28561}~~

Date: October 22, 2020

Spotlight Energy  
Attn: Jacob Field  
950 Echo Lane Suite 125  
Houston, TX 77024

Re: Negotiated Rate Agreement

Dear Jacob Field:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Spotlight Energy (Shipper) for a negotiated rate for Loan Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Loan Service:

<u>Contract No.</u>	<u>PL 28565</u>
<u>Rate Schedule:</u>	<u>PLS</u>
<u>Loan Point of Service:</u>	<u>Market Area (MA)</u>
<u>Quantity:</u>	<u>Maximum Daily Quantity (MDQ) of 15,000 Dth/d</u> <u>Maximum Total Loaned Quantity (MTLQ) of 50,000</u> <u>Dth</u>
<u>Time Period:</u>	<u>November 1, 2019 to November 1, 2020</u>
<u>Monthly Negotiated Rate:</u>	<u>\$ 0.115 per Dth of MTLQ (i.e., \$5,750 per month); provided,</u> <u>however, the Monthly Negotiated Rate for the months of July</u> <u>2020, August 2020, September 2020 and October 2020 shall be</u> <u>\$0.000 per Dth of MTLQ.</u>
<u>Other Rates:</u>	<u>The Monthly Negotiated Rate supersedes the PLS Daily</u> <u>Commodity Rate for Loan Service, so the PLS Daily</u> <u>Commodity Rate for Loan Service shall not apply; however,</u> <u>any other allocated costs or applicable surcharges permitted by the</u> <u>Federal Energy Regulatory Commission ("FERC") for service</u> <u>under Rate Schedule PLS shall apply.</u>

Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on October 15<sup>th</sup> this negotiated rate agreement will terminate effective November 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 28565 expires, any quantities loaned or continued to be loaned under Contract No. PL 28565 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.



Spotlight Energy  
October 22, 2020

PL 28565

In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL28565 dated July 29, 2020 which replaced the Negotiated Rate Agreement for Contract No. PL28565 dated October 16, 2019.

To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or via fax at 270/852-5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ Buster Ashley

Name: Buster Ashley

Title: CSR

Date of Execution: 10/22/2020

AGREED TO AND ACCEPTED this 22 day of October, 2020 by:

Shipper: SPOTLIGHT ENERGY

By /s/ Andrea M Beam

Name: Andrea Beam

Title: Manager of Midwest Marketing

[Signature page to Negotiated Rate Agreement associated with PL 28565]

Date: ~~September 16, 2020~~

Spotlight Energy  
Attn: Jacob Field  
950 Echo Lane Suite 125  
Houston, TX 77024

Re: Negotiated Rate Agreement

Dear Jacob Field:

~~Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Spotlight Energy (Shipper) for a negotiated rate for Loan Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Loan Service:~~

~~Contract No. \_\_\_\_\_ PL 28565  
Rate Schedule: \_\_\_\_\_ PLS  
Loan Point of Service: \_\_\_\_\_ Market Area (MA)  
Quantity: \_\_\_\_\_ Maximum Daily Quantity (MDQ) of 15,000 Dth/d  
Maximum Total Loaned Quantity (MTLQ) of 50,000 Dth  
  
Time Period: \_\_\_\_\_ November 1, 2019 to November 1, 2020  
  
Monthly Negotiated Rate: \_\_\_\_\_ \$ 0.115 per Dth of MTLQ (i.e., \$5,750 per month); provided,  
however, the Monthly Negotiated Rate for the months of  
July 2020, August 2020 and September 2020 shall be \$0.000  
per Dth of MTLQ.  
  
Other Rates: \_\_\_\_\_ The Monthly Negotiated Rate supersedes the PLS  
Daily Commodity Rate for Loan Service, so the PLS Daily  
Commodity Rate for Loan Service shall not apply; however, any  
other allocated costs or applicable surcharges permitted by the  
Federal Energy Regulatory Commission ("FERC") for service  
under Rate Schedule PLS shall apply.~~

~~Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.~~

~~Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on October 15<sup>th</sup> this negotiated rate agreement will terminate effective November 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 28565 expires, any quantities loaned or continued to be loaned under Contract No. PL 28565 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.~~

~~Spotlight Energy \_\_\_\_\_ PL 28565  
September 16, 2020~~

~~In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.~~

~~This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL28565 dated July 29, 2020, which replaced the Negotiated Rate Agreement for Contract No. PL28565 dated October 16, 2019.~~

~~To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email~~

~~directed to [ssccontractadministration@sscgp.com](mailto:ssccontractadministration@sscgp.com) or via fax at 270/852-5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.~~

~~Very truly yours,~~

~~SOUTHERN STAR CENTRAL GAS PIPELINE, INC.~~

~~By /s/Buster Ashley~~

~~Name: Buster Ashley~~

~~Title: CSR~~

~~Date of execution by Southern Star: 09/21/2020~~

~~AGREED TO AND ACCEPTED~~ this 21 day of September, 2020 by:

~~Shipper: Spotlight Energy~~

~~By /s/Andrea M. Beam~~

~~Name: Andrea Beam~~

~~Title: Manager of Midwest Marketing~~

~~{Signature page to Negotiated Rate Agreement associated with PL 28565}~~

Date: October 22, 2020

Tenaska Gas Storage, LLC  
Attn: Carey Petersen  
14302 FNB Parkway  
Omaha, Nebraska 68154

Re: Negotiated Rate Agreement

Dear Carey Petersen:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Tenaska Gas Storage, LLC (Shipper) for a negotiated rate for Parking Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Parking Service:

<u>Contract No.</u>	<u>PL 25737</u>
<u>Rate Schedule:</u>	<u>PLS</u>
<u>Parking Point of Service:</u>	<u>Kansas Hugoton (KH)</u>
<u>Quantity:</u>	<u>Maximum Daily Quantity (MDQ) of 50,000 Dth/d</u>
	<u>Maximum Total Parked Quantity (MTPQ) of 150,000 Dth</u>
<u>Time Period:</u>	<u>November 1, 2017 to November 1, 2020</u>
<u>Monthly Negotiated Rate:</u>	<u>\$ 0.115 per Dth of MTPQ (i.e., \$17,250 per month); provided, however, the Monthly Negotiated Rate for the months of July 2020, August 2020, September 2020, and October 2020 shall be \$0.000 per Dth of MTPQ.</u>
<u>Other Rates:</u>	<u>The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Parking Service, so the PLS Daily Commodity Rate for Parking Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply.</u>

Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on March 15<sup>th</sup> this negotiated rate agreement will terminate effective April 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 25737 expires, any quantities parked or continued to be parked under Contract No. PL 25737 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.

In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL25737 dated September 24, 2020, which replaced the Negotiated Rate Agreement for Contract No. PL25737 dated October 7, 2019.

To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or via fax at 270/852-5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ Scott Warren

Name: Scott Warren

Title: Account Manager

Date of execution by Southern Star: 10/28/2020

AGREED TO AND ACCEPTED this 23rd day of October, 2020 by:

Shipper: TENASKA GAS STORAGE, LLC

By /s/ Carey Petersen

Name: Carey Petersen

Title: Manager, Marketing

[Signature page to Negotiated Rate Agreement associated with PL 25737]

Date: September 24, 2020

Tenaska Gas Storage, LLC  
Attn: Carey Petersen  
14302 FNB Parkway  
Omaha, Nebraska 68154

Re: Negotiated Rate Agreement

Dear Carey Petersen:

~~Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Tenaska Gas Storage, LLC (Shipper) for a negotiated rate for Parking Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Parking Service:~~

~~Contract No. \_\_\_\_\_ PL 25737 \_\_\_\_\_  
Rate Schedule: \_\_\_\_\_ PLS \_\_\_\_\_  
Parking Point of Service: \_\_\_\_\_ Kansas Hugoton (KH) \_\_\_\_\_  
Quantity: \_\_\_\_\_ Maximum Daily Quantity (MDQ) of 50,000 Dth/d \_\_\_\_\_  
\_\_\_\_\_ Maximum Total Parked Quantity (MTPQ) of 150,000 Dth \_\_\_\_\_~~

~~Time Period: \_\_\_\_\_ November 1, 2017 to November 1, 2020 \_\_\_\_\_~~

~~Monthly Negotiated Rate: \_\_\_\_\_ \$ 0.115 per Dth of MTPQ (i.e., \$17,250 per month); provided, however, the Monthly Negotiated Rate for the months of July 2020, August 2020 and September 2020 shall be \$0.000 per Dth of MTPQ. \_\_\_\_\_~~

~~Other Rates: \_\_\_\_\_ The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Parking Service, so the PLS Daily Commodity Rate for Parking Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply. \_\_\_\_\_~~

~~Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.~~

~~Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on March 15<sup>th</sup> this negotiated rate agreement will terminate effective April 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 25737 expires, any quantities parked or continued to be parked under Contract No. PL 25737 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.~~

~~In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.~~

~~This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL25737 dated July 29, 2020, which replaced the Negotiated Rate Agreement for Contract No. PL25737 dated October 7, 2019.~~

~~To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [ssecontractadministration@ssegp.com](mailto:ssecontractadministration@ssegp.com) or via fax at 270/852-5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.~~

~~Very truly yours,~~

~~SOUTHERN STAR CENTRAL GAS PIPELINE, INC.~~

By ~~/s/ Scott Warren~~

Name: ~~Scott Warren~~

Title: ~~Account Manager~~

Date of execution by Southern Star: ~~9/24/2020~~

~~AGREED TO AND ACCEPTED~~ this ~~24th~~ day of September, 2020 by:

~~Shipper: TENASKA GAS STORAGE, LLC~~

By ~~/s/ Carey Petersen~~

Name: ~~Carey Petersen~~

Title: ~~Marketing Manager~~

~~{Signature page to Negotiated Rate Agreement associated with PL 25737}~~

Date: October 22, 2020

Tenaska Gas Storage, LLC  
Attn: Carey Petersen  
14302 FNB Parkway  
Omaha, Nebraska 68154

Re: Negotiated Rate Agreement

Dear Carey Petersen:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Tenaska Gas Storage, LLC (Shipper) for a negotiated rate for Loan Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Loan Service:

<u>Contract No.</u>	<u>PL 25738</u>
<u>Rate Schedule:</u>	<u>PLS</u>
<u>Loan Point of Service:</u>	<u>Kansas Hugoton (KH)</u>
<u>Quantity:</u>	<u>Maximum Daily Quantity (MDQ) of 50,000 Dth/d</u>
	<u>Maximum Total Loaned Quantity (MTLQ) of 150,000 Dth</u>
<u>Time Period:</u>	<u>November 1, 2017 to November 1, 2020</u>
<u>Monthly Negotiated Rate:</u>	<u>\$ 0.115 per Dth of MTLQ (i.e., \$17,250 per month); provided, however, the Monthly Negotiated Rate for the months of July 2020, August 2020, September 2020, and October 2020 shall be \$0.000 per Dth of MTLQ.</u>
<u>Other Rates:</u>	<u>The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Loan Service, so the PLS Daily Commodity Rate for Loan Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply.</u>

Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on March 15<sup>th</sup> this negotiated rate agreement will terminate effective April 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 25738 expires, any quantities loaned or continued to be loaned under Contract No. PL 25738 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.



In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL25738 dated September 24, 2020, which replaced the Negotiated Rate Agreement for Contract No. PL25738 dated October 7, 2019.

To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or via fax at 270/852-5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ Scott Warren

Name: Scott Warren

Title: Account Manager

Date of execution by Southern Star: 10/28/2020

AGREED TO AND ACCEPTED this 23rd day of October, 2020 by:

Shipper: TENASKA GAS STORAGE, LLC

By /s/ Carey Petersen

Name: Carey Petersen

Title: Manager, Marketing

[Signature page to Negotiated Rate Agreement associated with PL 25738] Date: September 24, 2020

Tenaska Gas Storage, LLC  
Attn: Carey Petersen  
14302 FNB Parkway  
Omaha, Nebraska 68154

Re: Negotiated Rate Agreement

Dear Carey Petersen:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Tenaska Gas Storage, LLC (Shipper) for a negotiated rate for Loan Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Loan Service:

Contract No. \_\_\_\_\_ PL 25738 \_\_\_\_\_  
Rate Schedule: \_\_\_\_\_ PLS \_\_\_\_\_  
Loan Point of Service: \_\_\_\_\_ Kansas Hugoton (KH) \_\_\_\_\_  
Quantity: \_\_\_\_\_ Maximum Daily Quantity (MDQ) of 50,000 Dth/d \_\_\_\_\_  
\_\_\_\_\_ Maximum Total Loaned Quantity (MTLQ) of 150,000 Dth \_\_\_\_\_

Time Period: \_\_\_\_\_ November 1, 2017 to November 1, 2020 \_\_\_\_\_

Monthly Negotiated Rate: \_\_\_\_\_ \$ 0.115 per Dth of MTLQ (*i.e.*, \$17,250 per month); provided, however, the Monthly Negotiated Rate for the months of July 2020, August 2020 and September 2020 shall be \$0.000 per Dth of MTLQ.

Other Rates: \_\_\_\_\_ The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Loan Service, so the PLS Daily Commodity Rate for Loan Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply.

~~Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.~~

~~Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on March 15<sup>th</sup> this negotiated rate agreement will terminate effective April 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 25738 expires, any quantities loaned or continued to be loaned under Contract No. PL 25738 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.~~

~~In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.~~

~~This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL25738 dated July 29, 2020, which replaced the Negotiated Rate Agreement for Contract No. PL25738 dated October 7, 2019.~~

~~To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [ssccontractadministration@sscgp.com](mailto:ssccontractadministration@sscgp.com) or via fax at 270/852-5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.~~

\_\_\_\_\_  
Very truly yours,

**SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**

By /s/ Scott Warren

Name: Scott Warren

Title: Account Manager

Date of execution by Southern Star: 9/29/2020

**~~AGREED TO AND ACCEPTED~~** this 29th day of September, 2020 by:

**~~Shipper: TENASKA GAS STORAGE, LLC~~**

By /s/ Carey Petersen

Name: Carey Petersen

Title: Manager

*~~{Signature page to Negotiated Rate Agreement associated with PL 25738}~~*

Date: October 22, 2020

Conexus Energy, LLC  
Attn: Jim Kincaid  
1717 S. Boulder Ave, Suite 100  
Tulsa, OK 74119

Re: Negotiated Rate Agreement

Dear Jim Kincaid:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Conexus Energy, LLC (Shipper) for a negotiated rate for Parking Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Parking Service:

<u>Contract No.</u>	<u>PL 29900</u>
<u>Rate Schedule:</u>	<u>PLS</u>
<u>Parking Point of Service:</u>	<u>Market Area (MA)</u>
<u>Quantity:</u>	<u>Maximum Daily Quantity (MDQ) of 25,000 Dth/d</u>
	<u>Maximum Total Parked Quantity (MTPQ) of 125,000 Dth</u>
<u>Time Period:</u>	<u>May 1, 2020 to November 1, 2020</u>
<u>Monthly Negotiated Rate:</u>	<u>\$ 0.15 per Dth of MTPQ (i.e., \$18,750 per month); provided, however, the Monthly Negotiated Rate for the months of July 2020, August 2020, September 2020 and October 2020 shall be \$0.000 per Dth of MTPQ.</u>
<u>Other Rates:</u>	<u>The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Parking Service, so the PLS Daily Commodity Rate for Parking Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply.</u>

Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on March 15<sup>th</sup> this negotiated rate agreement will

terminate effective April 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 29900 expires, any quantities parked or continued to be parked under Contract No. PL 29900 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.

In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL29900 dated July 29, 2020, which replaced the Negotiated Rate Agreement for Contract No. PL29900 dated April 28, 2020.

To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or via fax at 270/852-5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ Buster Ashley \_\_\_\_\_

Name: Buster Ashley

Title: CSR

Date of execution by Southern Star: 10/27/2020

AGREED TO AND ACCEPTED this 27th day of October, 2020 by:

Shipper: CONEXUS ENERGY, LLC

By /s/ James L. Kincaid, Jr. \_\_\_\_\_

Name: James L. Kincaid, Jr. \_\_\_\_\_

Title: CEO \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

[Signature page to- Negotiated Rate Agreement associated with PL 29900]Date: September 24, 2020

Conexus Energy, LLC  
Attn: Brian Russell  
1717 S. Boulder Ave, Suite 100  
Tulsa, OK 74119

\_\_\_\_\_  
Re: Negotiated Rate Agreement

Dear Brian Russell:

~~Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Conexus Energy, LLC (Shipper) for a negotiated rate for Parking Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Parking Service:~~

~~Contract No. PL 29900  
Rate Schedule: PLS  
Parking Point of Service: Market Area (MA)  
Quantity: Maximum Daily Quantity (MDQ) of 25,000 Dth/d  
Maximum Total Parked Quantity (MTPQ) of 125,000 Dth  
  
Time Period: May 1, 2020 to November 1, 2020  
  
Monthly Negotiated Rate: \$ 0.15 per Dth of MTPQ (i.e., \$18,750 per month); provided, however, the Monthly Negotiated Rate for the months of July 2020, August 2020 and September 2020 shall be \$0.000 per Dth of MTPQ.  
  
Other Rates: The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Parking Service, so the PLS Daily Commodity Rate for Parking Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply.~~

~~Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.~~

~~Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on March 15<sup>th</sup> this negotiated rate agreement will terminate effective April 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 29900 expires, any quantities parked or continued to be parked under Contract No. PL 29900 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.~~

~~In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.~~

~~This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL29900 dated July 29, 2020, which replaced the Negotiated Rate Agreement for Contract No. PL29900 dated April 28, 2020.—~~

~~To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscccontractadministration@sscgp.com](mailto:sscccontractadministration@sscgp.com) or via fax at 270/852 5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.~~

~~Very truly yours,~~

~~SOUTHERN STAR CENTRAL GAS PIPELINE, INC.~~

~~By /s/ Buster Ashley~~

~~Name: Buster Ashley~~

~~Title: CSR~~

~~Date of execution by Southern Star: 09/25/2020~~

~~AGREED TO AND ACCEPTED~~ this 25 day of September, 2020 by:

~~Shipper: Conexus Energy, LLC~~

~~By /s/ James L. Kincaid Jr~~

~~Name: James L. Kincaid Jr~~

~~Title: CEO~~

~~[Signature page to Negotiated Rate Agreement associated with PL 29900]~~

October 28, 2020

Conexus Energy, LLC  
Attn: Jim Kincaid  
1717 Boulder Ave, Suite 100  
Tulsa, OK 74119

RE: Negotiated Rate Agreement

Dear Jim:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Conexus Energy, LLC (Shipper) for a negotiated transportation rate for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following:

Contract No.	TA 30501
Time Period:	November 1, 2020 to November 1, 2021
Rate Schedule:	FTS- P
Maximum Daily Transportation Quantity (MDTQ):	35,000 Dth/d in the Production Area
Negotiated Daily Reservation Rate:	\$ 0.00 per Dth per day
Negotiated Commodity Rate:	\$ 0.02 per Dth until 9,125,000 Dth have been delivered at the Negotiated Commodity Rate. Once a total of 9,125,000 Dth has been delivered at the Negotiated Commodity Rate, the Negotiated Commodity Rate shall no longer apply and service under Contract No. 30501 shall thereafter billed at the Revised Negotiated Commodity Rate, unless Southern Star and Shipper mutually agree in writing to different rates.
Revised Negotiated Commodity Rate:	The Revised Negotiated Commodity Rate shall equal the Maximum FTS-P Authorized Overrun Rate.
Negotiated Receipt Location:	#16813 Cheyenne Plains - Sand Dune
Alternate Negotiated Receipt Locations:	#999054 Kansas Hugoton Pool (KH) #999053 Blackwell Edmond Pool (BE) #999052 Canadian Blackwell Pool (CB) #999059 South Edmond Pool (SE) #999058 Straight Blackwell Pool (SB) #999057 Rawlins-Hesston Pool (RH) Any receipt location in the KH, BE, CB, SE, SB, RH pools
Negotiated Delivery Location:	#17096 Northern Natural-Kiowa
Alternate Negotiated Delivery Locations:	#4 EOIT Noble Delivery #7 TIGT Thomas #33 OGT Mutual



#52 PSCO Chalk Bluffs  
#17004 NGPL Beaver  
#17069 NGPL Carter  
#17086 NGPL – Mutual  
#35515 ANR Alden  
#47641 CIG Riner  
#121415 NGPL Barton  
#121515 NGPL Ford  
#168112 Transwestern Canadian - Del.

All Other Rate Components are  
at Maximum Rates:

Transportation fuel and any applicable surcharges will be charged at maximum rates per Southern Star's Tariff. The maximum rates for all other rate components for service under Rate Schedule FTS are applicable per Southern Star's FERC Gas Tariff, including the Authorized Overrun Rate, Fuel reimbursement percentage, ACA Surcharge, any other applicable surcharges (reservation or commodity), and any other charges authorized by the Tariff. All charges except the Negotiated Daily Reservation Rate and the Negotiated Commodity Rate will be at maximum rates.

Location Conditions:

The Negotiated Daily Reservation Rate, the Negotiated Commodity Rate and the Revised Negotiated commodity Rate (collectively Negotiated Rates) provided for above are specifically designed only for receipts from the Negotiated Receipt Location and Alternate Negotiated Receipt Locations listed above and deliveries to the Negotiated Delivery Location and Alternate Negotiated Delivery Locations listed above. Therefore, subject to the Maximum Negotiated Rate Quantity limitation, Shipper's Negotiated Reservation Rate shall be \$0.0 per Dth/d and Shipper's Negotiated Commodity Rate shall be \$0.02 per Dth, provided Shipper (or any replacement shipper using the capacity) transports from the Negotiated Receipt Location or Alternate Negotiated Receipt Locations to the Negotiated Delivery Location or Alternate Negotiated Delivery Locations identified above. If quantities are transported from or to any other location(s), the Negotiated Rates shall not apply to such quantities and such quantities will be billed at the maximum reservation and commodity rates as stated in Southern Star's tariff.

Capacity Release: Shipper may release all or any part of its contract to a replacement shipper, but the replacement shipper's rates will be determined by the terms of the release, not this negotiated rate agreement.

Agreed-upon Capacity Release Crediting Mechanism for Temporary Releases: Each month, Southern Star will credit Shipper for any revenue received from the replacement shipper under any replacement contract up to the amount due under this Negotiated Rate Agreement for the capacity released under such replacement contract, taking into account actual commodity usage. Any revenues received from a replacement shipper in excess of that amount will be retained by Southern Star. Any quantities transported under any such replacement contract, regardless of rate, will be credited towards the 9,125,000 Dth limit on the Negotiated Commodity Rate as set forth above. If the revenue received from the replacement shipper is less than the amount due under this Negotiated Rate Agreement for the capacity released under such replacement contract, taking into account actual commodity usage, then Shipper shall be responsible for the difference between the revenue received from the replacement shipper and the amount due under this Negotiated Rate Agreement taking into account actual commodity usage of the replacement shipper.

Potential Additional Charges: As noted under the Location Conditions, Shipper may be subject to additional charges if it releases its capacity since Shipper's rates will not be the Negotiated Rates as stated herein if the replacement shipper desires service at different locations than provided herein. Shipper will be charged Southern Star's maximum tariff rates in effect on all quantities released at or received from or delivered to points other than the Negotiated Receipt Location or Negotiated Delivery Location provided herein. As a Special Term of the release, however, Shipper may obligate the replacement shipper to be responsible for any such additional charges, in which case such additional charges will be collected from the replacement shipper per the terms of the release and will be credited against the additional charges owed by Shipper hereunder.

Because this agreement establishes negotiated rates both parties acknowledge and agree that the negotiated rates will be filed with the Federal Energy Regulatory Commission ("FERC") as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

This agreement was prepared through the joint efforts of the parties and shall not be construed against either party as a result of the preparation or drafting thereof. It is expressly agreed that no consideration shall be given or presumption made on the basis of who drafted this Negotiated Rate Agreement or any specific provision hereof.

To indicate your acceptance of these Negotiated Rates, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or via fax at 270/852-5027. The above Negotiated Rates will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

**Southern Star Central Gas Pipeline, Inc.**

By /s/ Jimmy Staton

Name: Jimmy Staton

Title: President & CEO

Date of execution by Southern Star: 10/30/2020

**AGREED TO AND ACCEPTED** this 30 day of Oct, 2020 by:

**Conexus Energy, LLC**

By /s/ James L. Kincaid, Jr.

Name: James L. Kincaid, Jr.

Title: CEO

*[Signature page to Negotiated Rate Agreement associated with FTS- P Agreement, Contract No. TA 30501]*

October 28, 2020

Empire District Electric Company - a Liberty Utilities Company  
ATTN: Tim Wilson  
602 S. Joplin Street  
Joplin, MO 64801

RE: Discount Agreement

Dear Tim:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Empire District Electric Company (Shipper) for a discounted transportation rate for the time periods listed below. Accordingly, Southern Star is willing to offer Shipper the following discount:

Contract No.	TA 22489
Discount Time Period:	December 1, 2018 to December 1, 2025
Rate Schedule:	FTS-M
Maximum Daily Transportation Quantity (MDTQ):	50,280 Dth/d Market Area
Discounted Receipt Location(s):	Location 999000 – Prd/Mkt Interface (PMI) - Provided receipts of gas from the PMI were transported in the Production Area using the FTS-P contract No. TA22488 Location 999051 Mkt Pool
Discounted Delivery Locations:	378504 – Empire Stateline North (Primary Delivery Location) 378501 – Empire Riverton 378502 – Empire Energy Center 378503 – Empire Stateline South Off-System Delivery Locations listed in Appendix A
Discounted FTS-M Reservation Rates:	\$0.0867 (December 1, 2018 – December 1, 2021) \$0.1313 (December 1, 2021 – December 1, 2025)
All Other Charges at Max Rates:	FTS-M commodity rates, transportation fuel, any applicable surcharges, authorized overrun and any other applicable charges (except the Discounted FTS-M Reservation Rate) will be charged at maximum tariff rates per Southern Star's tariff. Provided, however, no modernization surcharges in effect prior to December 1, 2021 shall be applicable to this agreement.

Special Conditions re Locations:

Shipper's daily FTS-M reservation rate will be the applicable Discounted FTS-M Reservation Rate times the MDTQ, unless Shipper delivers to location(s) other than the Discounted Delivery Locations identified above. Any such deliveries to any other location(s) will be charged maximum reservation rates. Further, deliveries to Shipper's Primary Delivery Location in the Market Area must either (i) be received at the PMI from, and transported on, Shipper's Production Area Contract TA 22488 (or any replacement contract resulting from a release of TA 22488) or (ii) be received from Location 999051 Mkt Pool. For any deliveries not received and transported as stated above, the discounted rate will not apply. Any receipts and deliveries to or from any other location(s) are at maximum reservation rates. Shipper may request that the discount transportation rate be applied to different delivery points where Southern Star is providing discounted transportation services and Southern Star may grant a transportation discount rate at such other delivery points if Southern Star is granting discounts to similarly situated shippers at such other points.

Market Commitment: The Discounted FTS-M Reservation Rates set forth above are further conditioned upon all of each month's total quantities delivered to the Empire Facilities at State Line Units Combined Cycle always being transported under FTS Agreements TA 22488 and TA 22489, or under another original firm transportation agreement or agreements (a "TA" agreement) between Southern Star and Shipper, in both the production and market areas. Provided however, deliveries to the Empire Facilities at State Line Units Combined Cycle under a replacement agreement (an "RA" agreement) created by a release of capacity from FTS Agreement TA 22489 or from another original firm transportation agreement (a "TA" agreement) between Southern Star and Shipper, shall not be deemed a violation of this Market Commitment. Provided further, if Shipper is unable to meet the full demand of the Empire Facilities at State Line Units Combined Cycle after fully utilizing the sum of its Maximum Daily Transportation Quantities on all existing firm transportation agreements with Southern Star (including any such replacement agreements as identified above), then Shipper may use other firm transportation agreements, capacity release agreements or interruptible transportation agreements to meet such excess demand of the Empire Facilities at State Line Units Combined Cycle without losing its discount.

As noted in the Special Conditions re Locations, the Discounted FTS-M Reservation Rates set forth above are specifically designed for receipts from or deliveries to the above listed locations at the above discounted rates. The underlying contract can be utilized to receive from or deliver to other locations but the above discount(s) will not apply to those locations and the maximum applicable rates for all volumes received from or delivered to such other locations will be applied.

Shipper may release its contract to a replacement shipper, but the replacement shipper's rates will be determined by the terms of the release, not this discount agreement. Shipper may be subject to additional charges if it releases its capacity, as Shipper's reservation rates will not be discounted if the replacement shipper desires or receives service at different locations than provided herein. Shipper will be charged Southern Star's maximum tariff rates in effect on all quantities released to or nominated to locations other than the Discounted Delivery Locations provided herein (or from other locations as applicable). As a Special Term of the release, however, Shipper may obligate the replacement shipper to be responsible for any such

additional charges, in which case the additional charges collected from the replacement shipper will be credited against any additional charges owed by Shipper hereunder.

Further, the above discount is subject to any conditions set out herein. If any of the above conditions are not met during the discount time period, Southern Star will invoice Shipper the maximum applicable rates for all volumes delivered subsequent to the date the failure of the condition occurred.

Notwithstanding any other provision in this Discount Agreement, Southern Star will not charge above maximum, or below the minimum, approved tariff rates for the relevant service agreement associated herewith. In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

Southern Star Capacity Release Marketing Right: Pursuant to Section 11.6 of the General Terms and Conditions (GT&C) of Southern Star's FERC Gas Tariff, beginning December 1, 2021 Southern Star may market Shipper's capacity under Contract No. TA 22489 as released capacity under the following terms:

- Any capacity proposed to be released must be released at maximum rates;
- The minimum quantity proposed to be released must be equal to or greater than 5,000 Dth/d;
- The term of the proposed release must be for more than one (1) year. If the requested term for the capacity is equal to or longer than the remaining term of Contract No. TA 22489, then the release will be a permanent release under GT&C Section 11.8; otherwise it will be a temporary release.

Southern Star will credit Shipper with any reservation charges to be received up to Shipper's Discounted Reservation Rate due under Contract No. TA 22489, but will retain all revenues in excess of Shipper's Discounted Reservation Rate due under Contract No. TA 22489 as a marketing fee. If Shipper does not wish to release the capacity to the maximum rate replacement shipper provided by Southern Star, Shipper may elect to retain its capacity by matching the bid of the proposed replacement shipper; provided, however, Shipper will not be required to match any rate above maximum rates nor any term of more than five (5) years to retain the capacity. Such election must be made within ten (10) days of Southern Star providing Shipper with a copy of the proposed replacement shipper's written request for Service. Southern Star and Shipper will then amend or modify this Discount Agreement and, if necessary, Contract No. TA 22489 to reflect Shipper's election to match the bid of the proposed replacement shipper. In the event that Shipper matches the bid of the proposed replacement shipper, no marketing fee shall be due. In the event that Shipper elects not to match the bid of the proposed replacement shipper and Southern Star effectuates a release of Shipper's capacity to such replacement shipper, Shipper shall not be liable for the difference between Shipper's Discounted Reservation Rate under Contract No. TA22489 and Southern Star's maximum rate for the term of the release.

This Discount Agreement supersedes and replaces the prior discount agreement between the parties dated July 6, 2020 (the "Prior Discount Agreement") and such Prior Discount Agreement is hereby terminated, effective as of October 31, 2020.

[Remainder of page intentionally left blank.]

If Shipper has executed a CSI Electronic Contracting Agreement per Section 8.15 of the General Terms and Conditions of Southern Star's tariff, please indicate your acceptance of this discounted rate via electronic signature. Otherwise, to indicate your acceptance, please return a signed original of this Discount Agreement to Southern Star either (i) at the address listed above, (ii) via PDF attachment to an email directed to [sscontractadministration@southernstar.com](mailto:sscontractadministration@southernstar.com) or (iii) via fax at 270/852-5027. The above discount will become null and void if changes are made to this original Discount Agreement.

Very truly yours,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ Tamara R. Wilson

Title: CFO

Date of execution by Southern Star: 10/30/20

ACCEPTED AND AGREED TO this 30 day of Oct, 2020 by:

EMPIRE DISTRICT ELECTRIC COMPANY

By /s/ Tim Wilson.

Title Tim Wilson, VP – Electric Operations.

[Signature page to Discount Agreement associated with FTS-M Agreement, Contract No. TA 22489]

**SOUTHERN STAR CENTRAL GAS PIPELINE**

**OFF-SYSTEM RECEIPT AND DELIVERY LOCATIONS**

<b>RECEIPT</b>	<b>DELIVERY</b>	<b>LINE SEGMENT</b>	<b>LOCATION NAME</b>	<b>COUNTY</b>	<b>STATE</b>	<b>FLOW DIRECTION</b>
	135533	496	PEPL Princeton	Franklin	KS	Delivery