



Southern Star Central Gas Pipeline, Inc.
4700 State Route 56
P.O. Box 20010
Owensboro, Kentucky 42301
Phone 270/852-5000

Cindy C. Thompson
Manager, Regulatory & Compliance
Phone: (270)852-4655
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September 10, 2021

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

Re: Southern Star Central Gas Pipeline, Inc.
Abbreviated Application for Abandonment by Sale
to Kansas Gas Service of Certain Delivery Point Facilities
Docket No. CP21-____-000

Dear Secretary Bose:

Southern Star Central Gas Pipeline, Inc. ("Southern Star"), pursuant to Section 7(b) of the Natural Gas Act ("NGA") and Part 157 of the Regulations of the Federal Energy Regulatory Commission ("Commission") seeks expedited authorization to abandon by sale to Kansas Gas Service, a division of ONE Gas, Inc. ("Kansas Gas Service or KGS") certain delivery point facilities ("Facilities") in Leavenworth County, Kansas connecting Southern Star to the United States Penitentiary at Leavenworth (the "Penitentiary").

The Facilities to be abandoned by sale are not used to provide direct firm service on behalf of any shipper, but are currently used by Southern Star to provide secondary firm service under various capacity release agreements to a marketer serving the Penitentiary, who now desires to become a firm customer of KGS. There will be no change to Southern Star's certificated capacity as a result of the abandonment by sale and no impact on any firm shippers.

In support thereof Southern Star submits as electronic files the following documents, which have been classified as "Public" or "Critical Energy Infrastructure Information" as noted below.

Volume I - Public Files:

- This transmittal letter describing the filing and its content.
- Abbreviated Application
- Verification
- Form of Notice
- Exhibit T Related Applications
- Exhibit U Contracts and Other Agreements
- Exhibit Y Accounting Treatment of Abandonment
- Exhibit Z Location of Facilities
- Exhibit Z1 Form of Protective Agreement

Volume II – Critical Energy Infrastructure Information (CEII) File:

- Exhibit V – Flow Diagram

Volume II contains non-public information that has been appropriately labeled pursuant to the Commission's regulations and guidance, and for which Southern Star requests nonpublic treatment:

Southern Star requests that the Commission accord nonpublic treatment to the eFiled documents containing CEII information in a manner consistent with Sections 388.112 and 388.113 of the Commission's regulations. Each page is labeled **CUI//CEII** per the Commission's June 14, 2018 Notice of Document Labelling Guidance for Documents Submitted to or Filed with the Commission or Commission Staff. Each page is also marked "**CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION - DO NOT RELEASE**" pursuant to 18 C.F.R. § 388.113(d)(1)(ii). Southern Star requests that its flow diagram be granted CEII treatment because it contains specific engineering, vulnerability, and detailed design information about Southern Star's interstate transmission system. Southern Star requests that its aboveground facility plot plans be granted CEII treatment because the document contains specific details of aboveground facilities layout. The CEII should apply for the maximum period (currently five years).

Southern Star is eFiling this Application pursuant to the Commission's electronic filing guide; however, because the Commission's offices are closed due the pandemic, Southern Star requests a waiver of any requirement to deliver complete paper copies to the Commission's Headquarters.

Please call the undersigned at (270) 852-4655 or, if we are continuing to work remotely, at my cell phone 270-302-9280 with any questions regarding the documents.

Respectfully submitted,

/s/ Cindy C. Thompson
Manager, Regulatory & Compliance

Enclosures

PUBLIC



**Southern Star Central Gas Pipeline, Inc.
Abbreviated Application for Abandonment by Sale**

KGS Asset Transfer

Docket No. CP21-____-000

**Volume I
Public Information**

Application and Verification

Notice

Exhibit T	Related Applications
Exhibit U	Contracts and Other Agreements
Exhibit V	Flow Diagram – CEII Submitted Separately
Exhibit W	Impact on Customers - Omitted
Exhibit X	Effect of Abandonment on Tariffs - Omitted
Exhibit Y	Accounting Treatment of Abandonment
Exhibit Z	Location of Facilities
Exhibit Z1	Form of Protective Agreement

*Non-Public Material filed in separate volumes.

Filed: September 10, 2021

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

In the Matter of)
Southern Star Central Gas Pipeline, Inc.)

Docket No. CP21____-000

**ABBREVIATED APPLICATION FOR A
CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY
AND ABANDONMENT**

Cindy C. Thompson, Manager, Regulatory and Compliance
Southern Star Central Gas Pipeline, Inc.
4700 State Route 56
Owensboro, KY 42301

Douglas Field, Senior Attorney
Southern Star Central Gas Pipeline, Inc.
4700 State Route 56
Owensboro, KY 42301

Filed: September 10, 2021

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

In the Matter of)
Southern Star Central Gas Pipeline, Inc.)

Docket No. CP21-____-000

**ABBREVIATED APPLICATION
FOR ABANDONMENT BY SALE**

Pursuant to section 7(b) of the Natural Gas Act (“NGA”), as amended, and Subpart A of Part 157 of the Rules and Regulations of the Federal Energy Regulatory Commission (“Commission”),¹ Southern Star Central Gas Pipeline, Inc. (“Southern Star”) hereby applies for expedited authorization to abandon by sale to Kansas Gas Service, a division of ONE Gas, Inc. (“Kansas Gas Service” or “KGS”) certain delivery point facilities (the “Facilities”) in Leavenworth County, Kansas connecting Southern Star to the United States Penitentiary at Leavenworth (the “Penitentiary”)².

The Facilities to be abandoned by sale are not used to provide direct firm service on behalf of any shipper, but are currently used by Southern Star to provide secondary firm service under various capacity release agreements to a marketer serving the Penitentiary, who now desires to become a firm customer of KGS. After the sale, Kansas Gas Service will use the Facilities to serve the Penitentiary. There will be no change to Southern Star’s certificated capacity as a result of the abandonment by sale and no impact on any firm shippers. Southern Star respectfully requests expedited issuance of an order on or before October 15, 2021, or as soon thereafter as practicable, to enable closure of the sale, and the connection of KGS’s facilities to the Facilities being sold before the beginning of the 2021-2022 winter heating season.

¹ 18 C.F.R. Part 157, Subpart A (2018).

² The Penitentiary is operated by the Federal Bureau of Prisons.

In support of this application and in accordance with the Commission's regulations, Southern Star submits the following:

I
GENERAL APPLICANT INFORMATION

The exact name of applicant is Southern Star Central Gas Pipeline, Inc. Its principal place of business is 4700 State Route 56, Owensboro, Kentucky 42301. Southern Star is a corporation organized and existing under the laws of the State of Delaware. It is duly authorized to do business in the States of Colorado, Delaware, Kansas, Kentucky, Missouri, Nebraska, Oklahoma, Texas, and Wyoming.

The names, titles, mailing addresses and other contact information of the persons to whom communications concerning this abbreviated application are to be addressed are as follows:

Cindy C. Thompson
Manager, Regulatory & Compliance
Southern Star Central Gas Pipeline, Inc.
4700 State Route 56
Owensboro, Kentucky 42301
Telephone: (270) 852-4655
Email: cindy.thompson@southernstar.com

and

Douglas Field
Senior Attorney
Southern Star Central Gas Pipeline, Inc.
4700 State Route 56
Owensboro, Kentucky 42301
Telephone: (270) 852-4657
Email: w.doug.field@southernstar.com

The above persons are designated to receive service pursuant to Rule 2010 of the Commission's Rule of Practice and Procedure, 18 C.F.R. Section 385.2010 (2018). Additionally, service via email (eService) is requested in lieu of paper copies.

II DESCRIPTION OF EXISTING OPERATIONS

Southern Star is a natural gas company, as defined in Section 1(b) of the NGA, and is engaged in the business of transporting and storing natural gas in interstate commerce under authorizations granted by the Commission. One of the oldest interstate natural gas pipeline systems in the nation, having received a “grandfathered” certificate from the Commission 75 years ago,³ Southern Star’s interstate pipeline transmission system consists of approximately 5,800 miles of pipeline, 43 compressor stations, and eight underground natural gas storage fields that delivers clean, affordable natural gas to a variety of natural gas customers, including local distribution companies who in turn redeliver that gas to residential, commercial, industrial and institutional customers across the Midwest and Mid-Continent regions. Southern Star’s transmission system is divided into two rate areas, Production and Market.

III BACKGROUND

As described above, Southern Star transports natural gas to Southern Star’s Location No. 932001 Leavenworth Penitentiary, which includes two delivery meters (meter 13901 and 13903) and related auxiliary facilities. The Penitentiary is not a shipper on Southern Star, but utilizes secondary firm deliveries under various capacity release agreements to receive gas at Location No. 932001. The Penitentiary is in the process of building a new prison facility adjacent to the existing penitentiary. The new facility will be built in between two of Southern Star’s lines (Line XSA and Line XS). As initially planned, construction of that new facility by the Penitentiary would have required Southern Star to abandon and relocate its Line XS, to abandon its Line XSA and to relocate the two delivery meters 13901 and 13903 constituting Location 932001 from Line XSA to the relocated Line XS. Southern Star planned to perform the needed relocations and abandonment under the automatic portion of its blanket certificate.

³ See *Cities Service Gas Co.*, 4 FPC 471 (1943).

After beginning the project, however, Southern Star was informed by the Penitentiary and Kansas Gas Service that they had reached an arrangement whereby Kansas Gas Service would directly serve the Penitentiary. Under the deal between Kansas Gas Service and the prison, Kansas Gas Service would connect directly to the prison, initially to the current facility, eventually to both. To serve the current prison facility this winter, Kansas Gas Service wants to acquire meters 13901 and 13903 and related facilities at Location No. 932001 and a small portion of the 6-inch lateral (Line XSA-001) connecting the location to Line XSA. Kansas Gas Service would build a line to connect with delivery Facilities proposed to be acquired by sale. Kansas Gas Service desires to do the necessary work to connect to the Facilities during October 2021 to be ready for service this winter.

Kansas Gas Service is a firm shipper on Southern Star and, pursuant to the new arrangement between Kansas Gas Service and the Penitentiary, the gas ultimately delivered to the Penitentiary will continue to be transported by Southern Star, but will be delivered to Kansas Gas Service under various existing firm service agreements between Southern Star and KGS. Because the Penitentiary will be served by Kansas Gas Service, Southern Star no longer needs to relocate and replace Location No. 932001, but will instead simply abandon that location by sale to Kansas Gas Service. This application seeks the needed authority to abandon those Facilities.

IV DESCRIPTION OF PROPOSAL

The specific assets Southern Star seeks to abandon by sale pursuant to this application are metering facilities specifically identified in Schedule 1.01(a) of the Asset Purchase Agreement attached as Exhibit U. Southern Star is selling these assets pursuant to an Asset Purchase and Sale Agreement dated as of September 10, 2021 between Southern Star and KGS. After the sale closes following approval of this application to abandon by sale, Kansas Gas Service will connect to the Facilities and begin direct service to the Penitentiary. The gas ultimately delivered to the Penitentiary will continue to be transported by

Southern Star, but will be delivered to Kansas Gas Service under various existing firm service agreements between Southern Star and KGS.

Location No. 932001 Leavenworth Penitentiary is not a primary delivery point in any of Southern Star's firm transportation service agreements. The Penitentiary has no transportation service agreements of any kind, firm or interruptible, with Southern Star. During the past twelve months all deliveries to Location No. 932001 have been secondary firm deliveries under capacity release agreements with a replacement shipper, Symmetry Energy Solutions ("Symmetry"). Symmetry has been advised of the abandonment by sale of Location No. 932001 and does not oppose the abandonment.

V ENVIRONMENTAL CONSIDERATIONS

Southern Star's proposed abandonment by sale involves only minor ground disturbances to disconnect the facilities from its system. Therefore, this abandonment filing qualifies for a categorical exclusion under 18 CFR § 380.4(a)(31), thus eliminating the need for preparation of either an environmental assessment or an environmental impact statement or related environmental reports.⁴

VI RELATED APPLICATIONS

Southern Star is not aware of any application to supplement or effectuate the proposal herein that must be filed or is to be filed by Southern Star or any other person with the Commission. Southern Star has used its best efforts to identify in Exhibit T the dockets of prior proceedings in which the Facilities to be abandoned were certificated. Southern Star respectfully requests a waiver of the Commission's regulations to the extent the list of dockets in Exhibit T may be incomplete or in error.

⁴ Pursuant to 18 CFR § 380.4(a)(31), no environmental assessment or environmental impact statement is necessary when the project involves the "[a]bandonment of facilities by sale that involves only minor or no ground disturbance to disconnect the facilities from the system."

VII LANDOWNER CONSIDERATIONS

The Commission's notice requirements for landowners set forth in Section 157.6(d) of the Commission's Regulations⁵ do not require landowner notice for applications for the abandonment by sale of facilities that will continue to be used for the transportation of natural gas. In this instance, the landowner is the Penitentiary, who is one of the parties requesting Southern Star to abandon these Facilities by sale to assist it in obtaining service from KGS.⁶

VIII PUBLIC CONVENIENCE AND NECESSITY

As explained above, Southern Star proposes to abandon by sale to Kansas Gas Service the Facilities at its Location No. 932001 Leavenworth Penitentiary, which include two delivery meters (meter 13901 and 13903) and related auxiliary facilities. This abandonment of these Facilities will not impact the quality or quantity of any services being provided to Southern Star's transportation customers or affect the operation or design of its system. There will be no termination or reduction in firm transportation service to any existing customers as a result of the proposed abandonment. Abandonment of these Facilities by sale to Kansas Gas Service will expedite the pending arrangement between the Penitentiary and Kansas Gas Service allowing the Penitentiary to be directly served by Kansas Gas Service. For these reasons it is in the public convenience and necessity for the Commission to grant the abandonment authorization requested herein.

IX REQUEST FOR SHORTENED PROCEDURE

Southern Star requests that this application be processed pursuant to Section 385.802 of the Commission's Rules of Practice and Procedure and hereby waives oral hearing and the opportunity for

⁵ 18 C.F.R. Section 157.6 (d) (2021).

⁶ It is Southern Star's understanding that KGS has directly negotiated its own land rights associated with the facilities to be acquired by sale from Southern Star.

filing exceptions to the decision of the Commission and requests the Commission to omit the intermediate decision procedure. Southern Star respectfully requests the Commission to issue an order by October 15, 2021 or as soon thereafter as practicable to assist the parties by enabling closure of the sale, and the connection of KGS's facilities to the Facilities being sold, before the beginning of the 2021-2022 winter heating season.

X ABBREVIATED APPLICATION

This Application is abbreviated pursuant to Section 157.7 of the Commission's Regulations under the NGA.⁷ Southern Star respectfully submits that an Abbreviated Application is justified and that the data and information contained herein are sufficient to provide a full and complete understanding of Southern Star's request, as well as the effect upon Southern Star's future and present operations.

XI EXHIBITS

This abbreviated application is being filed pursuant to NGA section 7(b) and Subpart A of Part 157 of the Commission's Regulations. Required exhibits that contain Critical Energy Infrastructure Information ("CEII") are submitted in a separate Volume II, CEII and labeled accordingly.

In accordance with Section 157.18 of the Commission's Regulations,⁸ the following exhibits are attached, incorporated by reference, submitted as separate enclosures, or omitted for reasons stated.

EXHIBIT T	<u>Related Applications</u> See Exhibit T attached.
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EXHIBIT U	<u>Contracts and Other Agreements</u> See Exhibit U attached containing the Asset Purchase and Sale Agreement dated as of September 10, 2021, between Southern Star and Kansas Gas Service.
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⁷ 18 CFR Sections 157.7 (2020).

⁸ 18 C.F.R. Section 157.18 (2020).

EXHIBIT V	<u>Flow Diagram</u> Exhibit V contains Critical Energy Infrastructure Information (CEII) and is submitted separately in Volume II, CEII.
EXHIBIT W	<u>Impact on Customers Whose Service Will Be Terminated</u> Omitted. Location No. 932001 Leavenworth Penitentiary is not a primary delivery point in any of Southern Star's firm transportation service agreements. The Penitentiary has no transportation service agreements of any kind, firm or interruptible, with Southern Star.
EXHIBIT X	<u>Effect of the Abandonment on Existing Tariffs</u> Omitted. Inapplicable.
EXHIBIT Y	<u>Accounting Treatment of Abandonment</u> See Exhibit Y attached.
EXHIBIT Z	<u>Location of Facilities</u> See Exhibit Z attached.
Exhibit Z1	<u>Form of Protective Agreement</u> See Exhibit Z1 attached.

Also attached is a **Form of Notice** suitable for publication in the *Federal Register* in accordance with the specifications in Section 385.203 (d) of the Commission's Regulations.

XII CONCLUSION

WHEREFORE, Southern Star respectfully asks that the Commission issue an Order granting the authorizations specifically requested hereinabove. Furthermore, Southern Star requests that this Application be disposed of in accordance with the shortened procedure as prescribed in Rule 802 of the Commission's Rules of Practice and Procedure (18 C.F.R. 385.802). In connection therewith, Southern Star respectfully requests that the intermediate decision procedure be omitted and waives oral hearing and opportunity for filing exceptions to the decision of the Commission and asks that the Commission grant such other and further relief as may be proper and appropriate in the premises.

Respectfully submitted,

Southern Star Central Gas Pipeline, Inc.

By: /s/ Cindy C. Thompson

Cindy C. Thompson
Manager, Regulatory & Compliance
Southern Star Central Gas Pipeline, Inc.
4700 State Route 56
Owensboro, Kentucky 42301
Telephone: (270) 852-4655
Email: cindy.thompson@southernstar.com

Date: September 10, 2021

VERIFICATION

COMMONWEALTH OF KENTUCKY)
) ss:
COUNTY OF DAVIESS)

Cindy C. Thompson, being first duly sworn, deposes and says that she is Manager, Regulatory & Compliance for Southern Star Central Gas Pipeline, Inc.; that as such she is authorized to sign and verify the foregoing Request for Authorization to abandon by sale to Kansas Gas Service, a division of ONE Gas, Inc. certain delivery point facilities in the state of Kansas; that she has read the filing and is familiar with the contents thereof; that the matters and things set forth therein are true and correct to the best of her information, knowledge and belief; and that the proposed activity complies with the requirements of Subpart F of Part 157 of the regulations of the Federal Energy Regulatory Commission to the best of her information, knowledge and belief.

 /s/ Cindy C. Thompson
Cindy C. Thompson
Manager, Regulatory & Compliance

SUBSCRIBED AND SWORN TO before me this 10th day of September 2021.

 /s/ Shelley N. Payne
Notary Public
Kentucky State at Large

My Commission expires October 30, 2021.
Notary ID #588625

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Southern Star Central Gas Pipeline, Inc.

Docket No. CP21-

NOTICE OF APPLICATION FOR CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY
(or) APPLICATION FOR ABANDONMENT

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Take notice that on [date filed], Southern Star Central Gas Pipeline, Inc., 4700 State Route 56, Owensboro, Kentucky 42301 filed with the Federal Energy Regulatory Commission an application under Section 7(b) of the Natural Gas Act to abandon by sale to Kansas Gas Service, a division of ONE Gas, Inc. ("Kansas Gas Service" or "KGS") certain delivery point facilities (the "Facilities") in Leavenworth County, Kansas connecting Southern Star to the United States Penitentiary at Leavenworth (the "Penitentiary").

The Facilities to be abandoned by sale are not used to provide direct firm service on behalf of any shipper, but are currently used by Southern Star to provide secondary firm service under various capacity release agreements used to serve the Penitentiary, who now desires to become a firm customer of KGS. After the sale, Kansas Gas Service will use the Facilities to serve the Penitentiary. There will be no change to Southern Star's certificated capacity as a result of the abandonment by sale and no impact on any firm shippers. Southern Star respectfully requests expedited issuance of an order on or before October 15, 2021, or as soon thereafter as practicable, to enable closure of the sale, and the connection of KGS's facilities to the Facilities being sold before the beginning of the 2021-2022 winter heating season.

Any questions concerning this prior notice request should be directed to Cindy Thompson, Manager, Regulatory & Compliance, Southern Star Central Gas Pipeline, Inc., 4700 State Route 56, Owensboro, Kentucky 42301, by phone (270) 852-4655 or email Cindy.Thompson@southernstar.com.

Any person desiring to intervene or to protest this filing must file in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 CFR 385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a notice of intervention or motion to intervene, as appropriate. Such notices, motions, or protests must be filed on or before the comment date. Anyone filing a motion to intervene or protest must serve a copy of that document on the Applicant. On or before the comment date, it is not necessary to serve motions to intervene or protests on persons other than the Applicant.

The Commission encourages electronic submission of protests and interventions in lieu of paper using the "eFiling" link at <http://www.ferc.gov>. Persons unable to file electronically should submit an original and 5 copies of the protest or intervention to the Federal Energy Regulatory Commission, 888 First Street, NE, Washington, DC 20426.

This filing is accessible on-line at <http://www.ferc.gov>, using the "eLibrary" link and is available for review in the Commission's Public Reference Room in Washington, DC. There is an "eSubscription" link on the web site that enables subscribers to receive email notification when a document is added to

a subscribed docket(s). For assistance with any FERC Online service, please email FERCOnlineSupport@ferc.gov, or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

Comment Date: 5:00 pm Eastern Time on (insert date).

Kimberly D. Bose,
Secretary.

EXHIBIT T

RELATED APPLICATIONS

Exhibit T
Related Applications

Southern Star Central Gas Pipeline, Inc., CP82-479-000

EXHIBIT U

CONTRACTS AND OTHER AGREEMENTS

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made, entered into and effective this ____ day of _____, 2021, by and between Southern Star Central Gas Pipeline, Inc., a Delaware corporation ("Southern Star") and Kansas Gas Service, a Division of ONE Gas, Inc. ("KGS") (collectively referred to as "Parties").

WITNESSETH:

WHEREAS, Southern Star owns and operates an interstate natural gas transmission system, a portion of which crosses the state of Kansas, and in connection therewith, owns and operates certain meter and regulator assets pursuant to the provisions of certificates of public convenience and necessity issued by the Federal Energy Regulatory Commission ("FERC") under section 7(c) of the Natural Gas Act, and

WHEREAS, KGS is a local distribution company serving customers in Kansas pursuant to the authorizations of the Kansas Corporation Commission ("KCC"); and

WHEREAS, Southern Star desires to sell and KGS desires to purchase certain Southern Star meter and regulator assets subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

I. PURCHASE AND SALE OF ASSETS

1.01. Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, and based upon the representations and warranties contained in this Agreement, Southern Star shall transfer, assign, convey, set over and deliver to KGS, and KGS shall purchase and acquire from Southern Star at the Closing (as such term is defined in Article VI hereof), the facilities, assets, rights, and obligations referred to or described in Schedule 1.01(a) attached hereto (the "Assets") free and clear of all claims, liens, security interests, and encumbrances of any kind, and all right, title and interest in and to all procedural manuals, reports, drawings, service and parts records, purchase orders, warranty records, and other technical documentation, if any, owned by or in the custody and control of Southern Star primarily relating to or necessary for the operation of the Assets.

II. PURCHASE PRICE

Purchase Price. In consideration of the transfer of the Assets and the other undertakings of Southern Star hereunder, KGS shall pay to Southern TEN DOLLARS and No/100 (\$10.00) (the "Purchase Price") and shall assume the Assumed Liabilities (as defined in Section 3 hereof). KGS shall arrange to have the Purchase Price delivered to Southern Star on the Closing Date by wire transfer in immediately available funds to an account previously designated in writing by Southern Star.

III. CONDITIONS PRECEDENT

The purchase and sale of the Assets is conditioned upon the following:

4.01 Southern Star must receive FERC approval to abandon the Assets and the service rendered by means of such Meter Facilities by sale to KGS in form and substance acceptable to Southern Star in its sole discretion.

IV. REPRESENTATIONS AND WARRANTIES

5.01 Representations and Warranties of Southern Star.

(a) Corporate Organization and Authority. Southern Star is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Kansas and has all requisite statutory power and authority to own, lease, and operate its properties and to carry on its business as presently conducted.

(b) Authorization, No Conflict. To the best of Southern Star's knowledge, Southern Star has all requisite statutory power and authority to enter into and perform its obligations under this Agreement, the Bill of Sale (as defined below in Section 6.02(a)(ii)), (collectively, the "Transaction Documents") and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Southern Star of this Agreement and the Transaction Documents, the performance by it of its obligations hereunder and thereunder, and the consummation by it of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action on the part of Southern Star thereof, will not conflict with or result in any violation of or default under any provision of the charter or any other organizational document of Southern Star or any agreement, instrument, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Southern Star or its properties. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or any other person, except the FERC, is required in connection with the execution and delivery of this Agreement and the Transaction Documents by Southern Star or the consummation by Southern Star of the transactions contemplated hereby and thereby.

(c) Title to Assets. To the best of Southern Star's knowledge, Southern Star has good and marketable title or valid leasehold title to all of the Assets, including corresponding real property rights where such Assets are located, in each case free and clear of all mortgages, liens, security interests, encumbrances, liabilities, charges, or assessments of any kind or character whatsoever. Upon the transfer to KGS of the Assets in accordance with the terms of this Agreement, KGS will acquire good and marketable title, to the Assets, free and clear of all liens, liabilities, claims or charges of any kind or character, except for any liens, liabilities, claims or charges placed on the Assets from and after the Closing Date solely as a result of actions taken by KGS. Southern Star shall defend all title associated with the rights being conveyed to KGS as part of this Agreement.

(d) No Pending Actions or Proceedings. To Southern Star's knowledge, there is no action, suit or proceeding pending or, to the knowledge of Southern Star, threatened against Southern Star, including, without limitation any pending or threatened action, suit,

or proceeding by any environmental regulatory authority, which would materially adversely affect the Assets or the operation of the Meter Facilities or which questions the legality of the transactions contemplated by the Agreement.

5.02 Representations and Warranties of KGS.

(a) Corporate Organization and Authority. KGS is a limited liability corporation duly incorporated, validly existing and in good standing under the laws of the State of Kansas and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as presently conducted.

(b) Authorization, No Conflict. KGS has all requisite corporate power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby and thereby. The execution and delivery by KGS of this Agreement, the performance by it of its obligations hereunder and thereunder, and the consummation by it of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of KGS. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or any other person, except the KCC, is required in connection with the execution and delivery of this Agreement by KGS.

(c) Litigation. There are no actions pending, or to the knowledge of KGS threatened, against KGS or its properties, assets, operations or business that might delay, prevent or hinder KGS' performance of this Agreement.

(d) Sophistication of Purchaser. KGS is familiar with the business of providing natural gas service to customers, has had the ability to analyze the Meter Facilities and the Assets, and is experienced with the types of and nature of substances and materials (including chemicals, naturally occurring or otherwise) that are or have been used, or that otherwise come in contact with the Assets in connection with the operation and maintenance thereof.

V. CLOSING

6.01 The closing of the transaction contemplated herein (the "Closing") shall be effected on a mutually agreeable date on the first day in the first full month following receipt of all regulatory approvals (the "Closing Date") in such manner and in such place as the parties hereto shall mutually agree in writing. In no event shall the Closing take place after December 31, 2022, unless otherwise agreed to in writing by both Parties.

6.02 Documents Delivered at Closing.

(a) At the Closing, Southern Star and KGS shall execute and deliver the following documents and instruments:

- (i) this Agreement; and
- (ii) a Bill of Sale in substantially the form attached hereto as Exhibit B.

(b) At the Closing, Southern Star shall deliver to KGS the following documents and instruments:

(i) such other documents or instruments relating to the transactions contemplated by this Agreement as KGS may reasonably require; and

(ii) an instrument acknowledging Southern Star's receipt of funds in the amount of \$10.00, in full satisfaction of KGS' obligations as to purchase price under this Agreement.

(c) At the Closing, KGS shall deliver to Southern Star the following documents and instruments:

(i) a payment in the amount of \$10.00; and

(ii) such other documents or instruments relating to the transactions contemplated by this Agreement as Southern Star may reasonably require.

VI. INDEMNIFICATION

7.01 General. Each party hereby agrees to indemnify, defend and hold harmless the other party from and against any and all claims, suits, actions, damages, judgments and expenses (including attorneys' fees and expenses) arising out of or relating to any breach by the indemnifying party of any representation, warranty, covenant or agreement contained herein.

7.02 Indemnification by Southern Star.

(a) Southern Star agrees to indemnify and hold harmless each of KGS and its affiliates, directors, officers, shareholders, employees, agents and other representatives (the "KGS Indemnitees") from and against any and all demands, claims, actions, causes of action, proceedings, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) (collectively, "Claims") that arise before or after Closing which (i) are asserted against or imposed upon the KGS Indemnitees by a third party in connection with Southern Star's negligent operation of the Assets prior to the Closing Date.

7.03 Indemnification by KGS. KGS agrees to indemnify and hold harmless each of Southern Star and its affiliates, directors, officers, shareholders, employees, agents and other representatives from and against any and all Claims that (i) are asserted against or imposed upon any such indemnitee by a third party in connection with KGS's negligent operation or condition of the Assets from and after the Closing Date.

7.04 Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTIES FOR EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM, INCIDENT TO, OR CONNECTED WITH THE ASSETS OR THE SALE THEREOF, REGARDLESS OF SOLE OR CONCURRENT NEGLIGENCE OF SUCH PARTY OR THIRD PARTIES, STRICT LIABILITY, OR DEFECT IN PREMISES,

EQUIPMENT OR MATERIAL, AND REGARDLESS OF WHETHER PRE-EXISTING THIS SALE.

VII. OBLIGATIONS OF THE PARTIES AFTER CLOSING

8.04 In case at any time after the Closing any further action is necessary to carry out the purposes and intent of this Agreement, each of the parties shall take such further action (including the execution and delivery of such further instruments and documents) as the other party may reasonably request.

IX. MISCELLANEOUS

9.01 Taxes.

(a) Southern Star shall be liable for all taxes, fees and unclaimed property liability that are imposed on or connected with the operation of the Assets for any taxable period or portion thereof ending on the Closing Date. KGS shall be liable for all taxes and fees which are imposed on or connected with any of the Assets including sales tax related to the purchase of Assets, and shall prepare and file all tax returns related to the Assets required to be filed after the Closing Date. If KGS receives a refund of any taxes described in the first sentence of this Section 9.01(a), or if Southern Star receives a refund of any taxes described in the second sentence of this Section 9.01(a), the party receiving such refund shall, within 30 days after receipt, remit to the other party the sum of such payment.

(b) Southern Star agrees to use best efforts to cooperate fully in preparing for any audits of, or disputes with taxing authorities regarding the sale of the Assets. Southern Star agrees to provide timely notice to KGS in writing of any pending or threatened tax audits or assessments related to the sale of the Assets and to furnish KGS with copies of all correspondence received from any taxing authority in connection with any tax audit or information request with respect to the sale.

9.02 **Survival of Representations and Warranties.** The representations, warranties and agreements of Southern Star and KGS in this Agreement and in any document or instrument delivered pursuant hereto shall survive the execution of this Agreement and the Closing and shall continue thereafter in full force and effect for a period of two (2) years from the Closing Date. The covenants and agreements set forth in Article IV of this Agreement shall survive the execution of this Agreement and the Closing and shall continue thereafter in full force and effect indefinitely.

9.03 **Relationship of the Parties.** This Agreement does not create, and shall not be construed as creating, a partnership, joint venture, fiduciary, franchise, association or similar relationship between the parties hereto or the right in either party to incur debt on behalf of the other party.

9.04 **Fees and Expenses.** Except as otherwise provided in Article VI hereof, Southern Star and KGS shall each pay all of its own fees and expenses incidental to the negotiation, preparation, execution and performance of this Agreement, including the fees and expenses of its own counsel, accountants and other experts and representatives.

9.05 Amendments and Waivers. Neither this Agreement nor any provision contained herein may be amended, waived, discharged or terminated, except by an instrument in writing signed by the party against which enforcement of such amendment, waiver, discharge or termination is sought.

9.06 Notices. All notices given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered by hand; (ii) sent by facsimile to the fax number set forth below, or to the email address set forth below, and verified by a subsequent mailing thereof by regular mail; or (iii) mailed by registered or certified mail, postage prepaid, as follows:

If to Southern Star: Southern Star Central Gas Pipeline, Inc.
Attn: Mark Luckett
cc: Chris Schindler
4700 State Route 56
Owensboro, KY 42301
Tel: 270-852-4945
E-Mail: mark.luckett@southernstar.com

If to KGS: Kansas Gas Service
Attn: Tony Cellitti
7421 W 129th St
Overland Park, KS 66213
Tel: 913-599-8981
E-Mail: tony.cellitti@onegas.com

9.07 Binding Effect and Assignability. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns and is solely for the benefit of KGS and Southern Star and not for the benefit of any other person or entity not a party hereto. Notwithstanding the foregoing, this Agreement may not be assigned by either party hereto without the prior written consent of the other party, provided, however, that KGS may assign this Agreement or any portion thereof to an affiliate of KGS with prior written notice of such assignment to Southern Star.

9.08 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to the choice of law provisions. The parties hereto (i) agree that venue is proper in any judicial proceeding brought in connection with a dispute arising under this Agreement in any state or federal court of competent jurisdiction in the State of Kansas; and (ii) hereby waive any objection to venue in any such suit, action or proceeding brought in any such court.

9.09 Entire Agreement. This Agreement and the documents delivered pursuant hereto constitute the entire agreement between Southern Star and KGS with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between Southern Star and KGS with respect to the subject matter hereof.

9.10 Headings. The descriptive headings of the provisions of this Agreement are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any of such provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement on the date first written above.

Kansas Gas Service
A Division of ONE Gas, Inc

SOUTHERN STAR CENTRAL
GAS PIPELINE, INC.

DocuSigned by:
Sean Postlethwait 9/8/2021
599FA967A1D2435...

By: One Gas, Inc. - Contracts

Name: Sean Postlethwait

Title: Vice-President, Operations

Matthew S McCoy 9/10/2021

By: Southern Star Central Gas Pipeline, Inc.

Name: Matthew S McCoy

Title: Director, Commercial Services

Schedule 1.01 (a)
List and Description of Assets

- **M&R STATION #13901 8' X 12' PARKLINE METER HOUSE FDN 8 5/8IN PIPE - 1-3662000 TRANS PLT M&R STRUCTURES - 49675**
- **M&R STATION #13901 8'X12' PARKLINE METER HSE FDN 8 5/8IN PPE GRAVEL RAI - 1-3662000 TRANS PLT M&R STRUCTURES - 49676**
- **PIPE 1IN .179W 2.17# SMLS 35 SCH 80 (CONNECT ODORIZOR) - 1-3670000 TRANS PLT MAINS - 49677**
- **PIPE 2 3//8IN .218W 5.02# SMLS 35 SCH 80 - 1-3670000 TRANS PLT MAINS - 49678**
- **PIPE 6 5/8IN .156W 10.78# ERW X42 - 1-3670000 TRANS PLT MAINS - 49679**
- **PIPE 6 5/8IN .156W 10.78# ERW X42 1 1/2IN X 2IN CONSOL 1982 C 1 RELIEF VA - 1-3670000 TRANS PLT MAINS - 49685**
- **PIPE 6 5/8IN .156W 10.78# ERW X42 1 1/2IN X 2IN CONSOLIDATED 1982 C 1 REL - 1-3670000 TRANS PLT MAINS - 49682**
- **PIPE 6 5/8IN .156W 10.78# ERW X42 2IN RELIEF VALVE ASSEMBLY - 1-3670000 TRANS PLT MAINS - 49684**
- **PIPE 6 5/8IN .156W 10.78# ERW X42 3IN RELIEF VALVE ASSEMBLY - 1-3670000 TRANS PLT MAINS - 49683**
- **PIPE 6 5/8IN .156W 10.78# ERW X42 3IN TAP GATE CONNECTION - 1-3670000 TRANS PLT MAINS - 49680**
- **PIPE 6 5/8IN .156W 10.78# ERW X42 6IN X 2IN RELIEF VALVE ASSEMBLY - 1-3670000 TRANS PLT MAINS - 49681**
- **ANTENNA, RFS 880 960 MHZ 10DBD 9 ELEMENT YAGI - 1-3992000 GENERAL PLANT SCADA EQUIP - 217352**
- **FREEWAVE SPREAD SPECTRUM WIRELESS DATA, TRANSCEIVER, 902 928 MHZ, FREEWAVE, 154 KBPS OVER - 1-3992000 GENERAL PLANT SCADA EQUIP - 217462**
- **METER SETTING #13901 3IN ANSI 300 SR DANIELS JR OM SETTING - 1-3691000 TRANS PLT M&R EQUIP - 49686**
- **METER SETTING #13901 PIPE 1IN .179W (CONNECT ODORIZER) - 1-3691000 TRANS PLT M&R EQUIP - 49687**
- **METER STG #13901 3IN ANSI 300 SR DANIELS JR OM STG 3IN ANSI300 HAIRPIN F - 1-3691000 TRANS PLT M&R EQUIP - 49689**
- **METER STG #13901 3IN ANSI300 SR DANIELS JR OM STG PPE 3 1/2IN .188W CN H - 1-3691000 TRANS PLT M&R EQUIP - 49688**
- **PANEL, SOLAR - 1-3691000 TRANS PLT M&R EQUIP - 178415**

- **SCHNEIDER ELECTRIC SCADAPACK 4203 GAS FLOW COMPUTER,0 1500 INTEGRATED MULTIVARIABLE SENSOR AND - 1-3992000 GENERAL PLANT SCADA EQUIP - 217367**
- **TRANSMITTER, OTHER - 1-3691000 TRANS PLT M&R EQUIP – 178544**
- **REGULATOR 02 - 1-3691000 TRANS PLT M&R EQUIP - 174518**
- **REGULATOR SETTING #13902R 3IN ANSI300 SR REGULATOR SETTING - 1-3691000 TRANS PLT M&R EQUIP - 49692**
- **VALVE 02 (LIMIT PU30 TO 2IN LAT & PLT PIPING ONLY) - 1-3691000 TRANS PLT M&R EQUIP - 174501**
- **VALVE, RELIEF, 1.5 300LB RF X 2 150 LB RF, 1.767 ORIFICE, SET PT 50 PSIG - 1-3691000 TRANS PLT M&R EQUIP – 220408**
- **AMERICAN INDEX COVER - 1-3992000 GENERAL PLANT SCADA EQUIP - 217444**
- **ANTENNA - 1-3691000 TRANS PLT M&R EQUIP - 178674**
- **IMAC PULSIMATIC TRANSMITTER (AMERICAN METER) 50 PULSE PER REVOLUTION, WITH EXTENDED SHAFT, - 1-3992000 GENERAL PLANT SCADA EQUIP - 217523**
- **M & R SETTING #13903 & R 2IN ANSI 300 IS 2 METER SETTING 2IN FISHER 6303 - 1-3691000 TRANS PLT M&R EQUIP - 49698**
- **M&R SETTING #13903 & R 2IN ANSI300 IS 2 METER SETTING - 1-3691000 TRANS PLT M&R EQUIP - 49697**
- **M&R SETTING #13903 & R 8IN ODORIZER - 1-3691000 TRANS PLT M&R EQUIP - 49699**
- **PANEL, SOLAR - 1-3691000 TRANS PLT M&R EQUIP - 178416**
- **RADIO MASTER - 1-3691000 TRANS PLT M&R EQUIP - 178514**
- **SCHNEIDER ELECTRIC SCADAPACK 4203 GAS FLOW COMPUTER, INTEGRATED MULTIVARIABLE SENSOR AND - 1-3992000 GENERAL PLANT SCADA EQUIP - 217390**
- **TRANSMITTER, OTHER - 1-3691000 TRANS PLT M&R EQUIP - 178545**

EXHIBIT B
BILL OF SALE

THIS BILL OF SALE is made and entered into this _____ day of _____, 2021, by and between Southern Star Central Gas Pipeline, Inc ("Southern Star") and Kansas Gas Service, a Division of ONE Gas, Inc. ("KGS").

WITNESSETH:

WHEREAS, Southern Star and KGS entered into an Asset Purchase Agreement dated _____, 2021 (the "Purchase Agreement") providing for the sale by Southern Star to KGS of certain meter and regulator assets.

Now, THEREFORE, in consideration of the premises and the payments and mutual covenants set forth in the Purchase Agreement, KGS and Southern Star hereby agree as follows:

1. Southern Star hereby sells, conveys, transfers, assigns and delivers to KGS, free and clear of all claims, liens, security interests and encumbrances of any kind, except for the lien of current taxes not yet due and payable, the tangible personal property listed and described in Exhibit 1 attached hereto and made a part hereto(collectively the "Assets").

TOGETHER with any and all guaranties, warranties, rights and interests pertaining thereto;

TO HAVE AND TO HOLD, all and singular, the Assets unto KGS and its successors and assigns forever, and Southern Star hereby binds itself and its successors and assigns to warrant and forever defend, all and singular, title to the Assets unto KGS or its successors and assigns against every person lawfully claiming or to claim the same or any part thereof.

2. In the Purchase Agreement, Southern Star has made certain representations and warranties to KGS regarding the condition and quality of the Assets. Such representations and warranties are hereby incorporated by reference herein and made a part hereof for all purposes.

3. KGS hereby takes the Assets free and clear of all liens, claims and encumbrances, liabilities or obligations of any kind, except to the extent expressly set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Bill of Sale as of the date first written above.

KGS:

SOUTHERN STAR:

Kansas Gas Service
A Division of ONE Gas, Inc

SOUTHERN STAR CENTRAL
GAS PIPELINE, INC.

By: _____ By: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged to me on the ____ day of _____, 2020 by _____, as _____ of _____, on behalf of said corporation.

Notary Public, State of

Printed

Name: _____

Commission expires:

STATE OF _____

COUNTY OF _____

On the _____ day of _____, 2020, before me, a Notary Public, in and for the County and State aforesaid, came _____ as the _____ of _____ and the same person who executed this instrument and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the date last above written.

Notary Public, State of Kansas

Printed Name: _____

Commission Expires:

EXHIBIT 1
TO BILL OF SALE

List of Assets

- **M&R STATION #13901 8' X 12' PARKLINE METER HOUSE FDN 8 5/8IN PIPE - 1-3662000 TRANS PLT M&R STRUCTURES - 49675**
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- **PIPE 6 5/8IN .156W 10.78# ERW X42 - 1-3670000 TRANS PLT MAINS - 49679**
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- ANTENNA - 1-3691000 TRANS PLT M&R EQUIP - 178674
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- PANEL, SOLAR - 1-3691000 TRANS PLT M&R EQUIP - 178416
- RADIO MASTER - 1-3691000 TRANS PLT M&R EQUIP - 178514
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- TRANSMITTER, OTHER - 1-3691000 TRANS PLT M&R EQUIP – 178545

EXHIBIT V

FLOW DIAGRAM

VOLUME II – CEII
SUBMITTED SEPARATELY

EXHIBIT Y

ACCOUNTING TREATMENT OF ABANDONMENT

Southern Star Central Gas Pipeline, Inc.
Proposed Accounting Treatment

Job: R0002319
Description: KGS Asset Transfer

To Change Appropriate Utility Plant Accounts
With Original Cost of Property Retired

108	Retirement Work In Progress	\$	90,670	
101 36621001	MEASURING/REGULATING STATION STRUCT.		\$	6,910
101 36701001	MAINS		\$	15,087
101 36901001	M&R EQUIP		\$	48,326
101 39901001	OTHER TANGIBLE PROPERTY		\$	20,346

To Record Removal Cost and Salvage

108	Retirement Work in Progress	\$	-	\$	-
131	Salvage Proceeds	\$	-		
131	Removal Costs			\$	-

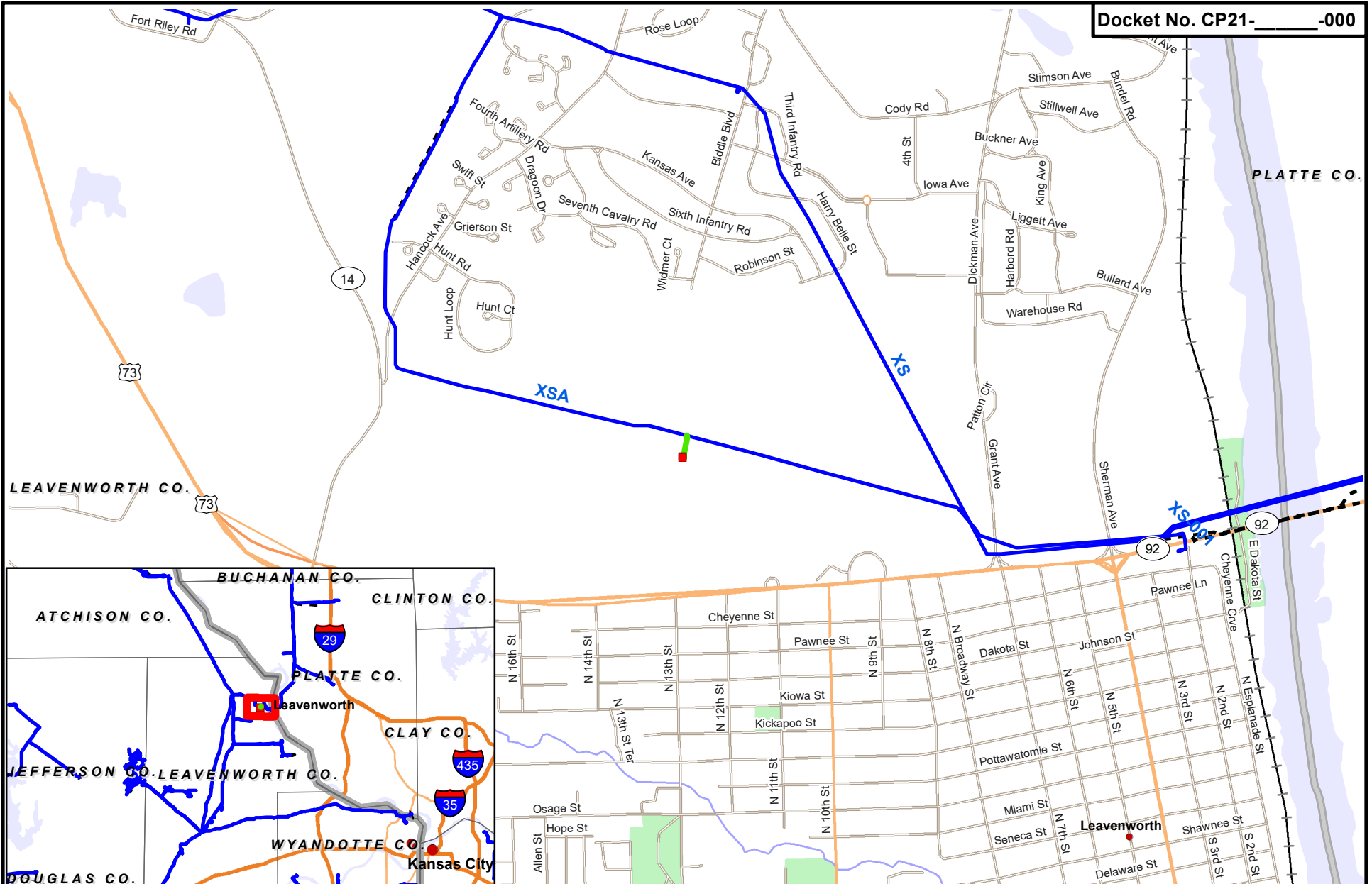
To Transfer Balances in Retirement Work In Progress to
Accumulated Provision for Depreciation of Gas Plant in Service

108	Accumulated Provision for Depreciation of Gas Plant in Service	\$	90,670	
108	Retirement Work in Progress		\$	90,670

**This project has not been closed and additional costs and/or salvage may be incurred.

EXHIBIT Z

LOCATION OF FACILITIES



- REGULATORS 13902/13903
- ~ XSA-001 6" AND XSA-002 2"
- ~ SSCGP CENTERLINE



EXHIBIT Z

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

Transfer of Facilities to KGS
Leavenworth County, KS
R0002319



- METER
- ▲ REGULATOR
- RELIEF VALVE
- ~ XSA-001 and XSA-002
- ~ SSCGP CENTERLINE
- LOCATION OF FOCUS



EXHIBIT Z

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

Transfer of Facilities to KGS
 Leavenworth County, KS
 R0002319

EXHIBIT Z1

FORM OF PROTECTIVE AGREEMENT

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Southern Star Central Gas Pipeline, Inc.

)

Docket No. CP21-____-000

FORM OF
PROTECTIVE AGREEMENT

This Protective Agreement is made and entered into as of _____, ____ by and between Southern Star Central Gas Pipeline, Inc. ("Pipeline") and _____ ("Participant"). Pipeline and Participant may be referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, on September 10, 2021 Pipeline filed a certificate application ("Application") with the Federal Energy Regulatory Commission ("Commission") in Docket No. CP21-____-000 regarding Pipeline's proposed abandonment by sale to Kansas Gas Service, a division of ONE Gas, Inc., certain delivery point facilities in Leavenworth County, Kansas connecting Southern Star to the United States Penitentiary at Leavenworth;

WHEREAS, Pipeline requested non-public treatment for portions of the material submitted with the Application in accordance with the Commission's regulations and submitted such materials in separate confidential, non-public volumes consistent with Sections 388.112 and 388.113 of the Commission's regulations;

WHEREAS other non-public materials may be submitted in the Certificate Proceeding; and

WHEREAS, Pipeline and Participant desire to enter into this Protective Agreement to allow Participant access to those non-public materials pursuant to the terms of this Protective agreement;

NOW, THEREFORE, Pipeline and Participant agree as follows:

1. This Protective Agreement shall govern the use of all Protected Materials produced by, or on behalf of, Pipeline to Participant hereunder. Notwithstanding any order terminating the Certificate Proceeding, this Protective Agreement shall remain in effect until specifically modified or terminated by (i) written agreement of the Parties, (ii) the Commission or (iii) any applicable Presiding Administrative Law Judge ("Presiding Judge") (which includes the Chief Administrative Law Judge).
2. This Protective Agreement applies to the following two categories of materials: (A) Pipeline may designate as privileged those materials which customarily are treated as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject Pipeline or its customers to risk of competitive disadvantage or other business injury; and (B) Pipeline shall designate as privileged those materials which contain critical energy infrastructure information, as defined in 18 CFR § 388.113(c)(1) (Critical Energy Infrastructure Information).
3. Definitions -- For purposes of this Order:

(a) (1) The term "Protected Materials" means (A) materials provided by Pipeline in its Application, or in response to discovery requests, or otherwise submitted in the Certificate Proceeding, and designated as privileged or as containing Critical Energy Infrastructure Information; (B) any information contained in or obtained from such designated materials; (C) any other materials which are made subject to this Protective Agreement by agreement of the Parties; (D) notes of Protected Materials; and (E) copies of Protected Materials. When producing the Protected Materials, Pipeline shall physically mark them on each page as "PRIVILEGED MATERIALS" or as "Privileged and Confidential, Do Not Release" or with words of similar import to indicate that they are Protected Materials or, if the Protected Materials contain Critical Energy Infrastructure Information, such information shall be marked on each page with the words "Contains Critical Energy Infrastructure Information – Do Not Release." Protected Materials shall also be marked CUI // PRIV or CUI // CEII as appropriate in accordance with the Commission's *Notice of Document Labelling Guidance for Documents Submitted to or Filed with the Commission or Commission Staff*, 83 Fed. Reg. 28631 (June 20, 2018) (issued by Commission June 14, 2018) (*superseding notice issued by Commission Apr. 14, 2017*). Nothing in this agreement shall preclude Pipeline from claiming that materials which have been produced and which, but for their production, would have been included as Protected Materials, have been produced inadvertently and thus, despite this production, retain privileged status pursuant to this Protective Agreement. The inadvertent disclosure of Protected Materials shall not constitute a waiver of their privileged status.

(2) The term "Notes of Protected Materials" means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses materials described in Paragraph 3(b)(1). Notes of Protected Materials are subject to the same restrictions provided in this order for Protected Materials except as specifically provided in this order.

(3) Protected Materials shall not include (A) any information or document that has been filed with and accepted into the public files of the Commission, or contained in the public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be privileged by such agency or court, or (B) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Agreement. Protected Materials do include any information or document contained in the files of the Commission that has been designated as Critical Energy Infrastructure Information.

(b) The term "Non-Disclosure Certificate" shall mean the certificate annexed to this Protective Agreement by which the Reviewing Representative(s) of Participant shall certify their understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Protective Agreement, and that such Reviewing Representative has read the Protective Agreement and agrees to be bound by it.

(c) The term "Reviewing Representative" shall mean a person who has signed a Non-Disclosure Certificate and who is an attorney, employee, or other representative of a Participant in this proceeding with significant responsibility in this docket.

4. Protected Materials shall be made available under the terms of this Protective Agreement only to Participant's Reviewing Representatives as provided herein.

5. Protected Materials shall remain available to Participant until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, Participant shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to Pipeline, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Material may be retained, if they are maintained in accordance with Paragraph 6, below. Within such time period Participant, if requested to do so, shall also submit to Pipeline an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 6. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Agreement.

6. All Protected Materials shall be maintained by Participant in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8-9.

7. Protected Materials shall be treated as privileged by Participant and by the Reviewing Representative in accordance with the Non-Disclosure Certificate executed pursuant to Paragraph 9. Protected Materials shall not be used except as necessary for the conduct of the Certificate Proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of the Certificate Proceeding and who needs to know the information in order to carry out that person's responsibilities in the Certificate Proceeding. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials.

8. (a) A Reviewing Representative may not use information contained in any Protected Materials obtained through this proceeding to give Participant, Participant's affiliates, or any customer or competitor of Pipeline a commercial advantage.

(b) In the event that Participant wishes to designate as a Reviewing Representative a person not described in Paragraph 3 (c) above, Participant shall seek agreement from Pipeline. If an agreement is reached that person shall be a Reviewing Representative pursuant to Paragraphs 3(d) above with respect to those materials. If no agreement is reached, Participant shall submit the disputed designation to the Commission or the Presiding Judge, if any, for resolution.

9. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Protective Agreement unless that Reviewing Representative has first executed a Non-Disclosure Certificate; provided, that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. A copy of each Non-Disclosure Certificate shall be provided to counsel for Pipeline prior to disclosure of any Protected Material to that Reviewing Representative.

(b) Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this order.

10. Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate. In the event that any Reviewing Representative to whom the Protected Materials are disclosed ceases to be engaged in this Certificate Proceeding, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(d), access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Agreement and the certification.

11. Subject to Paragraph 17, the Commission or Presiding Judge, if any, shall resolve any disputes arising under this Protective Agreement. Prior to presenting any dispute under this Protective Agreement to the Commission or Presiding Judge, the Parties shall use their best efforts to resolve it.

12. All copies of all documents reflecting Protected Materials, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents, which refer to Protected Materials, shall be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Protective Agreement. Such documents shall be marked "PRIVILEGED MATERIALS" or "Privileged and Confidential, Do Not Release" and shall be filed under seal and served under seal upon the Presiding Judge and all Reviewing Representatives who are on the service list. Such documents containing Critical Energy Infrastructure Information shall be marked "Contains Critical Energy Infrastructure Information – Do Not Release." Such documents shall also be marked CUI // PRIV or CUI // CEII as appropriate in accordance with the Commission's Notice of Document Labelling Guidance for Documents Submitted to or Filed with the Commission or Commission Staff, 83 Fed. Reg. 28631 (June 20, 2018) (issued by Commission June 14, 2018) (*superseding notice issued by Commission Apr. 14, 2017*). For anything filed under seal, redacted versions or, where an entire document is privileged, a letter indicating such, will also be filed with the Commission and served on authorized persons in accordance with the Commission's regulations. Counsel shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

13. If Participant desires to include, utilize or refer to any Protected Materials or information derived therefrom in any submission in the Certificate Proceeding in such a manner that might require disclosure of such material to persons in the Certificate Proceeding, Participant shall first notify counsel for Pipeline and the Commission or Presiding Judge, if any, of such desire, identifying with particularity each of the Protected Materials. Thereafter, use of such Protected Materials will be governed by procedures determined by the Commission or Presiding Judge, if any.

14. Nothing in this Protective Agreement shall be construed as precluding Pipeline from objecting to the use of Protected Materials on any legal grounds.

15. Nothing in this Protective Agreement shall preclude Participant from requesting the Commission, the Presiding Judge, if any, or any other body having appropriate authority, to find that this Protective Agreement should not apply to all or any materials previously designated as Protected Materials pursuant to this Protective Agreement. The Commission may alter or amend this Protective Agreement as circumstances warrant at any time during the course of this proceeding. Participants may

amend this Protective Agreement at any time by written mutual agreement without seeking Commission approval, unless such amendment is otherwise specifically prohibited by law.

16. All Protected Materials filed with the Commission, the Presiding Judge, if any, or any other judicial or administrative body, in support of, or as a part of, a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or other appropriate containers bearing prominent markings indicating that the contents include Protected Materials subject to this Protective Agreement. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information – Do Not Release."

17. If the Commission or Presiding Judge, if any, finds at any time in the course of this proceeding that all or part of the Protected Materials need not be protected, those materials shall, nevertheless, be subject to the protection afforded by this Protective Agreement for three (3) business days from the date of issuance of the Commission or Presiding Judge's, if any, determination, and if Pipeline files an interlocutory appeal or, if applicable, requests that the issue be certified to the Commission, for an additional seven (7) business days. Pipeline has not waived its rights to seek additional administrative or judicial remedies after any decision respecting Protected Materials or Reviewing Representatives. The provisions of 18 C.F.R. §§ 388.112 and 388.113 shall apply to any requests under the FOIA for Protected Materials in the files of the Commission.

18. Nothing in this Protective Agreement shall be deemed to preclude either Party from independently seeking relief from the Commission to the extent that that any dispute arises under this Protective Agreement.

19. (a) Pipeline does not waive its right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

(b) Participant agrees that, in addition to whatever other remedies may be available to Pipeline under applicable law, Pipeline shall be entitled to obtain injunctive relief with respect to any actual or threatened violation of this Agreement by Participant or any third party. Pipeline may seek injunctive relief and/or specific performance without posting bond and without proof of any actual or special damages. Participant agrees that it shall bear all costs and expenses, including reasonable attorneys' fees, that may be incurred by Pipeline in enforcing the provisions of this paragraph, if Pipeline prevails in the litigation.

(c) Notwithstanding the foregoing, neither Pipeline nor Participant shall be liable to the other Party for any special, punitive, or consequential damages, including without limitation lost profits, arising out of or in connection with this Agreement, whether based on contract, tort (including negligence, or otherwise.

21. Participant shall not disclose the contents of Protected Materials or any other form of information that copies or discloses Protected Materials to anyone other than in accordance with this Protective Agreement and shall only use such contents and information in connection with this Certificate Proceeding. Any violation of this Protective Agreement and of any Non-Disclosure Certificate executed hereunder shall constitute a breach of the Protective Agreement.

21. If Participant is required by process of law to disclose the contents of Protected Materials, Participant agrees to timely notify Pipeline of any such request prior to making any disclosure, and to take all reasonable steps to ensure that such information or materials will be accorded confidential treatment, in accordance with this Protective Agreement, FERC's procedures set forth at 18 C.F.R. §§ 388.112 and 388.113, as well as in FERC's policies set forth by various orders of FERC. Further, Participant agrees to limit disclosures only to information that is necessary to be responsive to any such request.

IN WITNESS THEREOF, the Parties hereto have executed this Protective Agreement as of the day and year first written above.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: _____
(Signature)

Name: _____
(Please type or print)

Title: _____
(Please type or print)

Date: _____

AGREED TO AND ACCEPTED this ____ day of _____, ____.

(PARTICIPANT)

By: _____
(Signature)

Name: _____
(Please type or print)

Title: _____
(Please type or print)

Date: _____

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Southern Star Central Gas Pipeline, Inc.

Docket No. CP21-____-000

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement in this proceeding, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement.

By: _____

Printed Name: _____

Title: _____

Representing: _____

Date: _____