



Southern Star Central Gas Pipeline, Inc.

4700 Hwy 56

P.O. Box 20010

Owensboro, Kentucky 42301

Phone 270/852-5000

Scott LaMar

Director, Rates & Regulatory

Phone: (270) 852-4560

Email: g.scott.lamar@sscgp.com

November 30, 2018

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. RP19-_____
Empire District Electric Company- a Liberty Utilities Company
Non-Conforming Discount Agreement

Dear Ms. Bose:

Southern Star Central Gas Pipeline, Inc. ("Southern Star") respectfully submits by eFiling the following new and revised tariff records, to its FERC Gas Tariff, Original Volume No. 2 ("Volume No. 2"), to be effective December 1, 2018, related to a Non-Conforming Discount Agreement and an Amended FTS-M Transportation Service Agreement between Southern Star and Empire District Electric Company ("Empire"), as well as removing two expired Negotiated Rate Agreements with Conforming Service Orders, all with a proposed effective date of December 1, 2018. 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>
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Section Version

Conforming Service Agreements with Negotiated Rates

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**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. 714¹, the Commission adopted certain regulations addressing the filing of negotiated rate and/or non-conforming service agreements filed under eTariff. Any new negotiated rate agreements and/or non-conforming agreements are filed as part of Volume No. 2 of Southern Star's FERC Gas Tariff. This filing submits new agreements for inclusion in Volume No. 2 and removes certain expired agreements from Volume No. 2.

The TA22489 Amended FTS-M Agreement with Empire and related Exhibits A and B filed herewith conform to the pro forma FTS form of service agreement in Southern Star's tariff. The conformed copy of the TA22489 Amended FTS-M Agreement reflects the parties' amendment of that contract to extend its term until December 1, 2025. Simultaneously with the contract amendment extending the term, the parties also agreed to a new Discount Agreement dated December 1, 2018 establishing a new discounted rate for the extended contract term. As discussed below, that Discount Agreement contains a non-conforming Capacity Release Marketing Right pursuant to GT&C Section 11.6.

The new Discount Agreement establishes the rates to be charged under amended Contract No. TA22489 beginning December 1, 2018. The Discount Agreement includes a market commitment by Empire and provides for a discount with respect to certain specified quantities, during a specified time period, from specific points of receipt and to specific points of delivery, all as permitted by GT&C Section 24.1. As provided in GT&C Section 24.1, such permissible forms of discount "shall not be considered a material deviation from Southern Star's pro forma service agreement as a result of such discount and Southern Star shall not be required to file such agreement with the Commission as a non-conforming contract because of such discount."

However, in the Discount Agreement, the parties also agreed upon a mechanism providing Southern Star a Capacity Release Marketing Right pursuant to GT&C Section 11.6. As required by GT&C Section 11.6, the agreement specifies the actions Southern Star may take to market Empire's capacity, including minimum quantity, term and price, as well as providing Empire with an opportunity to retain the capacity by matching the price to be paid by the proposed replacement shipper, rather than paying the agreed upon marketing fee. The

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

Capacity Release Marketing Right is not effective until December 1, 2021 when the new discounted rate for the extended contract term is effective.

While this Capacity Release Marketing Right may be considered as making the Discounted Rate Agreement nonconforming, it poses no risk of undue discrimination since it is expressly authorized by GT&C Section 11.6 of Southern Star's FERC Gas Tariff Volume No. 1. It should therefore be accepted as a permissible deviation.

This filing also removes two expired negotiated rate agreements with related service orders in sections 3.1 and 3.2 from the Conforming Service Agreements with Negotiated Rates section of Volume No. 2. These negotiated rate agreements and related service orders expired effective November 1, 2018.

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 TA22489 Discount Agreement with Empire, with the non-conforming capacity release marketing right 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 Non-Conforming Discount Agreement, and related Amended Transportation Service Agreement, effective on December 1, 2018, which is the day on which Southern Star commences service at the discounted 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 regulations, Southern Star moves to place such tariff records into effect at the end of the applicable suspension period.

Kimberly D. Bose, Secretary

November 30, 2018

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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 & Regulatory
Southern Star Central Gas Pipeline, Inc.
4700 Highway 56
Owensboro, KY 42301
Phone: (270) 852-4560
g.scott.lamar@sscgp.com

Douglas Field
Senior Attorney
Southern Star Central Gas Pipeline, Inc.
4700 Highway 56
Owensboro, KY 42301
Phone: (270) 852-4657
w.doug.field@sscgp.com

and copies provided to:

Joseph S. Koury
Ryan J. Collins
Wright & Talisman PC
1200 G Street N.W., Suite 600
Washington, D.C.
Phone: (202) 393-1200
koury@wrightlaw.com
collins@wrightlaw.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 & Regulatory
(270) 852-4560

Enclosures

Appendix A

Clean Version of the Tariff Records

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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.

Conformed Copy (as of 12/1/2018)

Contract ID: TA22489

TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

THIS AGREEMENT is made and entered into this 5th day of November, 2014 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 EMPIRE DISTRICT ELECTRIC COMPANY, a Kansas corporation, having its principal office in Joplin, Missouri, 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 April 1, 2016 and shall continue in full force and effect until December 1, 2025.
- 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: Empire District Electric Company
ATTN: Katie Barton
720 S. Schifferdecker
Joplin, MO 64801

To Southern Star: Payments as directed on invoice
All Notices:
Southern Star Central Gas Pipeline, Inc.
P.O. Box 20010
Owensboro, Kentucky 42303-0010
Attention: Commercial Services
Fax: (270) 852-5027
Email: ssccontractadministration@sscgcp.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.
- 6.4 This Agreement supersedes and cancels, as of April 1, 2016, the contract(s) between the parties hereto as described below:
- a. The FTS-M portion of the Transportation Agreement, as amended, (originally dated April 28, 1994 but sometimes referred to as) dated December 31, 1996 (TA907) and a related Rate Agreement, as amended, dated May 23, 2001.
 - b. The FTS-M portion of Transportation Service Agreement, as amended, dated May 23, 2001 (TA8251) and a related Rate Agreement, as amended, dated May 23, 2001.

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

Southern Star Central Gas Pipeline, Inc.

By /s/Jerry L. Morris
Title President & CEO

EMPIRE DISTRICT ELECTRIC COMPANY

By /s/Blake Mertens
Title VP – Energy Supply

LOCATION EXHIBITS TO
FIRM CONTRACT TA -22489
DATED 10/28/2014 *[sic]*
BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
AND EMPIRE DISTRICT ELECTRIC COMPANY, THE

EFFECTIVE DATE OF THIS EXHIBIT A: 4/1/2016

MARKET - Primary Receipt Location(s) *

Location	Location ID	Line Segment	Rate Area	Sec-Twn-Rng	County	State	MDQ(DTH)
Prd/Mkt Interface	999000	909	Market	--	Harvey	KS	50,280
Total:							50,280

EMPIRE DISTRICT ELECTRIC COMPANY, THE

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By
Signature: /s/Blake Mertens
Title: VP – Energy Supply
Date: 11/17/14

By
Signature: /s/Jerry L. Morris
Title: President & CEO
Date: 12/16/14

*The sum of the Primary Receipt Point MDQ's must add to the MDTQ.

EXHIBIT B: PRIMARY DELIVERY POINT(S)

To Firm Contract No. TA22489 Dated November 5, 2014
Between Southern Star Central Gas Pipeline, Inc.
And Empire District Electric Company, The

MARKET AREA

EXHIBIT EFFECTIVE DATE: January 19, 2017

Location Name	Location	Line Segment	Sec-Twn-Rng	County	State	MDQ(DTH)	MDP
Empire Stateline North	378504	260	14-27N-033W	Jasper	MO	50,280	450
Total*						50,280	

EMPIRE DISTRICT ELECTRIC COMPANY, THE

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/Blake Mertens

By /s/Robin Joska

(Signature)

(Signature)

Name Blake Mertens

Name Robin Joska

(Please type or print)

(Please type or print)

Title VP Electric Ops

Title Manager, Customer Service

(Please type or print)

(Please type or print)

Date 3/1/17

Date 3/1/2017

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

MDP Detail by Meter:

Location Meter MDP (Psig)

November 19, 2018

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

RE: Discount Agreement

Dear Blake:

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:	Location 999000 –Prd/MktInterface (PMI) - Provided receipts of gas from the PMI were transported in the Production Area using the FTS-P contract No. TA22488
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 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). 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, or at a negotiated rate equal to or greater than 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. TA8385 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 November 10, 2014 (the "Prior Discount Agreement") and such Prior Discount Agreement is hereby terminated, effective December 1, 2018.

[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@sscgp.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/Jimmy D. Staton

Jimmy D. Staton, President and CEO, Executive

Date of execution by Southern Star: Nov. 27, 2018

ACCEPTED AND AGREED TO this 27 day of November, 2018 by:

EMPIRE DISTRICT ELECTRIC COMPANY

By /s/Blake A Mertens

Title VP-Operations-Electric

[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 SEGMENT	LOCATION NAME	COUNTY	STATE	FLOW DIRECTION
	135533	496	PEPL Princeton	Franklin	KS	Delivery

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

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Appendix B

Marked Version of the Tariff Records

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TA22138 Chesapeake Energy Marketing, Inc. – Negotiated Rate Agreement*	4.1.3
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TA24888 LINN Operating, Inc. – FTS-P Exhibit A	4.2.1
TA24888 LINN Operating, Inc. – FTS-P Exhibit B.....	4.2.2
TA24888 LINN Operating, Inc. – Negotiated Rate Agreement*	4.2.3
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TA27392 Scout Energy Group III – FTS-P Exhibit B.....	4.7.2
TA27392 Scout Energy Group III – Negotiated Rate Agreement*.....	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.

Conformed Copy (as of 12/1/2018)

Contract ID: TA22489

TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

THIS AGREEMENT is made and entered into this 5th day of November, 2014 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 EMPIRE DISTRICT ELECTRIC COMPANY, a Kansas corporation, having its principal office in Joplin, Missouri, 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 April 1, 2016 and shall continue in full force and effect until December 1, 2025.

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: Empire District Electric Company
ATTN: Katie Barton
720 S. Schifferdecker
Joplin, MO 64801

To Southern Star: Payments as directed on invoice
All Notices:
Southern Star Central Gas Pipeline, Inc.
P.O. Box 20010
Owensboro, Kentucky 42303-0010
Attention: Commercial Services
Fax: (270) 852-5027
Email: sssccontractadministration@sscgcp.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.

6.4 This Agreement supersedes and cancels, as of April 1, 2016, the contract(s) between the parties hereto as described below:

a. The FTS-M portion of the Transportation Agreement, as amended, (originally dated April 28, 1994 but sometimes referred to as) dated December 31, 1996 (TA907) and a related Rate Agreement, as amended, dated May 23, 2001.

b. The FTS-M portion of Transportation Service Agreement, as amended, dated May 23, 2001 (TA8251) and a related Rate Agreement, as amended, dated May 23, 2001.

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

Southern Star Central Gas Pipeline, Inc.

By /s/Jerry L. Morris

Title President & CEO

EMPIRE DISTRICT ELECTRIC COMPANY

By /s/Blake Mertens

Title VP – Energy Supply

LOCATION EXHIBITS TO
FIRM CONTRACT TA -22489
DATED 10/28/2014 [sic]
BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
AND EMPIRE DISTRICT ELECTRIC COMPANY, THE

EFFECTIVE DATE OF THIS EXHIBIT A: 4/1/2016

MARKET - Primary Receipt Location(s) *

<u>Location</u>	<u>Location ID</u>	<u>Line Segment</u>	<u>Rate Area</u>	<u>Sec-Twn-Rng</u>	<u>County</u>	<u>State</u>	<u>MDQ(DTH)</u>
Prd/Mkt Interface	999000	909	Market	--	Harvey	KS	50,280
<u>Total:</u>							<u>50,280</u>

EMPIRE DISTRICT ELECTRIC COMPANY, THE SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By _____	By _____
Signature: _____/s/Blake Mertens	Signature: _____/s/Jerry L. Morris
Title: _____VP – Energy Supply	Title: _____President & CEO
Date: _____11/17/14	Date: _____12/16/14

*The sum of the Primary Receipt Point MDQ's must add to the MDTQ.

EXHIBIT B: PRIMARY DELIVERY POINT(S)

To Firm Contract No. TA22489 Dated November 5, 2014

Between Southern Star Central Gas Pipeline, Inc.

And Empire District Electric Company, The

MARKET AREA

EXHIBIT EFFECTIVE DATE: January 19, 2017

<u>Location Name</u>	<u>Location</u>	<u>Line</u> <u>Segment</u>	<u>Sec-Twn-Rng</u>	<u>County</u>	<u>State</u>	<u>MDQ(DTH)</u>	<u>MDP</u>
<u>Empire Stateline North</u>	<u>378504</u>	<u>260</u>	<u>14-27N-033W</u>	<u>Jasper</u>	<u>MO</u>	<u>50,280</u>	<u>450</u>
<u>Total*</u>						<u>50,280</u>	<u>-</u>

EMPIRE DISTRICT ELECTRIC COMPANY, THE SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/Blake Mertens By /s/Robin Joska
(Signature) *(Signature)*

Name Blake Mertens Name Robin Joska
(Please type or print) *(Please type or print)*

Title VP Electric Ops Title Manager, Customer Service
(Please type or print) *(Please type or print)*

Date 3/1/17 Date 3/1/2017

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

MDP Detail by Meter:

Location Meter MDP (Psig)

November 19, 2018

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

RE: Discount Agreement

Dear Blake:

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:</u>	<u>Location 999000 –Prd/MktInterface (PMI) - Provided receipts of gas from the PMI were transported in the Production Area using the FTS-P contract No. TA22488</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 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). 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, or at a negotiated rate equal to or greater than 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. TA8385 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 November 10, 2014 (the "Prior Discount Agreement") and such Prior Discount Agreement is hereby terminated, effective December 1, 2018.

[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@sscgp.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/Jimmy D. Staton

Jimmy D. Staton, President and CEO, Executive

Date of execution by Southern Star: Nov. 27, 2018

ACCEPTED AND AGREED TO this 27 day of November , 2018 by:

EMPIRE DISTRICT ELECTRIC COMPANY

By /s/Blake A Mertens

Title VP-Operations-Electric

[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

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

Contract ID:TA 21082

TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

~~THIS AGREEMENT is made and entered into this 30th day of October, 2013, 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 BP Energy Company, a Delaware corporation, having its principal office in Omaha, Nebraska, 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 April 1, 2014 and shall continue in full force and effect until November 1, 2018.~~

~~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 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: _____ BP Energy Company _____

_____ 4211 S. 143rd _____
Circle _____

_____ Omaha, NE 68137 _____

_____ 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: _____
ssecontractadministration@sscgp.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 both the Production Area 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 hereto have executed this Agreement as
of the day and year first above written.~~

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

~~By _____~~

~~Title _____~~

~~BP Energy Company~~

~~By John Allison~~

~~Title Vice President, Producer Services~~

RESERVED FOR FUTURE USE

**LOCATION EXHIBITS TO
FIRM CONTRACT TA - 21082
DATED 10/17/2013
BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
AND BP ENERGY COMPANY**

EFFECTIVE DATE OF THIS EXHIBIT A: 4/1/2014

PRODUCTION -- Primary Receipt Location(s):*

Location	Location ID	Line Segment	Rate Area	Sec-Twn-Rng	County	State	MDQ (DTH)
DCP-Cimmaron Plant	45253	458	Production	27-20N-017W	Woodward	OK	-10,000
Eagle Rock-Hemphill	46624	458	Production	----	Hemphill	TX	20,000
Regency Field Services-Antelope Hills	46945	458	Production	----	Hemphill	TX	52,136
Total:							-82,136

BP ENERGY COMPANY _____ **SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**

By _____ **By**

Signature: /s/ John T. Allison _____ **Signature:** _____

Title: Vice President, Producer Services _____ **Title:** _____

Date: 10/31/2013 _____ **Date:** _____

* The sum of the Primary Receipt Point MDQ's must add to the MDTQ. RESERVED FOR FUTURE USE

**LOCATION EXHIBITS TO
FIRM CONTRACT TA - 21082
DATED 10/17/2013
BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
AND BP ENERGY COMPANY**

EFFECTIVE DATE OF THIS EXHIBIT B: 4/1/2014

PRODUCTION -- Primary Delivery Locations *

Location	Location ID	Line Segment	Rate Area	Sec-Twn-Rng	County	State	MDQ (DTH)	MDP
Transwestern-Canadian-Del.	168112	458	Production	----	Hemphill	TX	82,136	N/A
Total:							82,136	

BP ENERGY COMPANY _____ **SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**

By _____ By _____

Signature: /s/ John T. Allison Signature: _____

Title: Vice President, Producer Services Title: _____

Date: 10/31/2013 Date: _____

* The sum of the Primary Delivery Point MDQ's must add to the MDTQ.

MDP Detail By Meter:

Location _____ Meter _____ MDP(PSIG) _____

RESERVED FOR FUTURE USE

February 24, 2014

BP Energy Company
Attn: David Dulak
201 Helios Way
Houston, TX 77079

RE: Negotiated Rate Agreement

Dear David Dulak:-

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

Contract No. TA21082
Time Period: February 18, 2015 to November 1, 2018
Rate Schedule: FTS-P
Maximum Daily Transportation
Quantity (MDTQ): 82,136 Dth/d in the Production Area

Negotiated Receipt Location(s):
-(Primary Receipt Point) 16621 Eagle Rock Hemphill
-(Primary Receipt Point) 16945 PVR Midstream Antelope Hills
-(Primary Receipt Point) 15253 DCP Cimmaron
999052 Canadian Blackwell Pool (CB)
999054 Kansas Hugoton Pool (KH)
999057 Rawlins Hesston Pool (RH)
Any receipt point on LS-458
Any receipt point on LS-130
Any receipt point on LS-490

~~Negotiated Delivery Location(s): _____~~

~~-(Primary Delivery Point) _____ 168112 – Transwestern Canadian~~

~~Negotiated Reservation Rate: _____ \$0.02 per Dth/d~~

~~Negotiated Commodity Rate: _____ For February 2015:~~

~~_____ (1) none per Dth for all quantities up to 804,944 Dth;~~

~~_____ (2) \$0.05 per Dth for quantities in excess of 804,944 Dth up to 2,125,269 Dth.~~

~~_____ For all months after February 2015:~~

~~_____ (1) none per Dth for all quantities up to 32,854 Dth times the number of days in the month;~~

~~_____ (2) \$0.05 per Dth for quantities in any month in excess of 32,854 Dth times the number of days in the month up to the MDTQ times the number of days in the month.~~

~~Maximum Fuel and Surcharges: _____ Transportation fuel and any applicable surcharges will be charged at maximum rates per Southern Star's Tariff.~~

~~Maximum Overrun Rates: _____ Authorized Overrun will be charged at Southern Star's maximum tariff rate.~~

~~Location Conditions: _____ The Negotiated Reservation and Commodity Rates provided for herein are specifically designed only for receipts from the Negotiated Receipt Location(s) and deliveries to the Negotiated Delivery Location(s) listed above. Therefore, Shipper's Negotiated Reservation Rate shall be \$0.02 per Dth/d and Shipper's commodity rate will be the Negotiated Commodity Rate of either none or \$0.05 per Dth as applicable, provided Shipper transports from any of the Negotiated Receipt Location(s) specifically identified above to any of the Negotiated Delivery Location(s) identified above. In any other instance, the Negotiated Reservation and Commodity Rates shall not apply 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: Southern Star will credit Shipper each month for any revenue received from the replacement shipper(s) up to an Amount equal to the sum of (i) \$0.02 per Dth/d times forty percent (40%) of the MDTQ released times the number of days such capacity is released and (ii) \$0.05 per Dth times the quantity (Dth) actually transported under any such release in excess of forty percent (40%) of the MDTQ released times the number of days such capacity is released. If the revenues received from the replacement shipper(s) are less than such Amount, Shipper will pay Southern Star for the difference, if any, between such Amount and the revenues Southern Star actually received from the replacement shipper. Southern Star will retain all revenues received from the replacement shipper(s) in excess of such Amount.~~

~~Potential Additional Charges for Release Quantities not Transported from the Negotiated Receipt Location(s) to the Negotiated Delivery Location(s): As noted under the Location Conditions, Shipper may be subject to additional charges if it releases its capacity since Shipper's reservation 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(s) or Negotiated Delivery Location(s) 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.~~

~~Further, the above rates are subject to any conditions set out herein. If any of the above conditions are not met during the stated 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.~~

~~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. Effective February 18, 2015, this agreement supersedes and replaces the prior Negotiated Rate Agreement between the parties dated February 19, 2014.~~

~~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 or via fax at 270/852-5027. The above 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 _____~~

~~Name: Jerry Morris~~

~~Title: President and Chief Executive Officer~~

~~Date of execution by Southern Star: _____~~

~~AGREED TO AND ACCEPTED~~ this 11th day of March, 2014 by:

BP Energy Company

By /s/ John T. Allison

Name: John T. Allison

Title: Atty in Fact

RESERVED FOR FUTURE USE

Contract ID:TA 22181
(As amended effective 11/1/2017)

TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

THIS AGREEMENT is made and entered into this 11th day of July, 2014, 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 Tenaska Marketing Ventures, a Nebraska company, having its principal office in Omaha, Nebraska, 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 April 1, 2015 and shall continue in full force and effect until November 1, 2018.~~
- ~~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: Tenaska Marketing Ventures
14302 FNB Parkway
Omaha, NE 68154-5212~~

~~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: ssccontractadministration@sscgp.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 hereto have executed this Agreement as
of the day and year first above written.~~

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

~~By _____~~

~~Title _____~~

~~Tenaska Marketing Ventures~~

~~By Carey Petersen _____~~

~~Title Trading Analyst _____~~

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~~EXHIBIT A: PRIMARY RECEIPT POINT(S)~~
~~To Firm Contract No. TA22181 Dated July 11, 2014~~
~~Between Southern Star Central Gas Pipeline, Inc.~~
~~and Tenaska Marketing Ventures~~

PRODUCTION AREA

~~EXHIBIT EFFECTIVE DATE: November 1, 2017~~

Location Name	Location	Line Segment	Sec-Twn-Rng	County	State	MDQ (Dth/d)
ETC Field Services Antelope	16945	458	—	Hemphill	TX	25,000
MDTQ 25,000 Dth/d						Total* 25,000

TENASKA MARKETING VENTURES

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

By /s/Carey Petersen

By _____

(Signature)

(Signature)

Name Carey Petersen

Name _____

(Please type or print)

(Please type or print)

Title Trading Analyst

Title _____

(Please type or print)

(Please type or print)

Date 10/31/2017

Date _____

~~*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. TA22181 Dated July 11, 2014~~
 Between Southern Star Central Gas Pipeline, Inc.
 and Tenaska Marketing Ventures

PRODUCTION AREA

EXHIBIT EFFECTIVE DATE: November 1, 2017

Location Name	Location	Line Segment	Sec-Twn-Rng	County	State	MDQ (Dth/d)	MDP
Transwestern Canadian Del.	468112	458	—	Hemphill	TX	25,000	
MDTQ 25,000 Dth/d						Total*	25,000

TENASKA MARKETING VENTURES

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/Carey Petersen

By _____

(Signature)

(Signature)

Name Carey Petersen

Name _____

(Please type or print)

(Please type or print)

Title Trading Analyst

Title _____

(Please type or print)

(Please type or print)

Date 10/31/2017

Date _____

~~*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 30, 2017~~

-

~~Tenaska Marketing Ventures
Attn: Carey Petersen
14302 FNB Parkway
Omaha, NE 68154-5212~~

~~RE: Negotiated Rate Agreement~~

-

~~Dear Carey Petersen:-~~

~~Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Tenaska Marketing Ventures (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 22181~~

~~Time Period: November 1, 2017 to November 1, 2018~~

~~Rate Schedule: FTS-P~~

~~Maximum Daily Transportation~~

~~Quantity (MDTQ): 25,000 Dth/d in the Production Area~~

~~Negotiated Receipt Location(s):~~

~~-(Primary Receipt Point) 16945 ETC Field Services Antelope~~

~~999052 Canadian Blackwell Pool (CB)~~

~~999054 Kansas Hugoton Pool (KH)~~

~~999057 Rawlins-Hesston Pool (RH)~~

~~Any receipt point on LS-458~~

~~Any receipt point on LS-130~~

~~Any receipt point on LS-490~~

~~999022 MBR Prd Storage~~

~~999020 Prd Storage~~

~~Negotiated Delivery Location(s):~~

~~-(Primary Delivery Point) 168112 Transwestern Canadian~~

~~999062 MBR Prd Storage Transmission Fuel~~

~~999060 Prd Storage Transmission Fuel~~

~~999022 MBR Prd Storage~~

~~999020 Prd Storage~~

~~Negotiated Reservation Rate: Each month during the Time Period Shipper shall pay a Negotiated Reservation Rate equal to the sum of the Negotiated Base Rate and the Additional Value Charge, where the~~

~~————— Negotiated Base Rate = \$0.02 per Dth/d~~

~~————— and the~~

~~————— Additional Value Charge = AV/[MDTQ x days in the month]~~

~~————— The Additional Value (AV) shall be an amount equal to half (50%) of Shipper's total margin using TA 22181, as determined by Shipper based on a dollar value per dekatherm calculated daily during the month based on relevant prices, i.e., the difference between the actual total gross revenue received for the sale of gas transported by shipper to 168112 Transwestern Canadian less (a) the actual cost of such gas purchased by shipper and (b) less variable transportation cost (as defined in All Other Rate Components below) shall be shipper's total margin. In no event, however, will the Additional Value in any month be less than zero (i.e., the Additional Value Charge shall never be negative). Shipper will provide a portal to view daily activity, to be updated each Tuesday for the previous week's activity. Shipper will provide a monthly statement no later than the end of the third business day of following month.~~

~~All Other Rate Components~~

~~————— at Maximum Rates: ————— 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 Commodity Rate, 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 Reservation Rate will be at maximum rates.~~

~~Location Conditions: ————— The Negotiated Reservation Rate provided for herein is specifically designed for receipts from the Negotiated Receipt Location(s) and deliveries to the Negotiated Delivery Location(s) listed above. Therefore, Shipper's daily reservation charge will be the Negotiated Reservation Rate times the MDTQ, plus any applicable reservation surcharges, provided Shipper (or any replacement shipper using the capacity) only transports from any of the Negotiated Receipt Location(s) specifically identified above to any of the Negotiated Delivery Location(s) identified above. If Shipper transports to or from any other Locations, the Negotiated Reservation Rate shall not apply and such quantities will be billed at the maximum rate 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: Southern Star will credit Shipper per the tariff each month for any revenue received from the replacement shipper(s) up to an Amount equal to the Negotiated Base Rate. If the revenues received from the replacement shipper(s) are less than such Amount, Shipper will pay Southern Star for the difference, if any, between such Amount and the revenues Southern Star actually received from the replacement shipper. Southern Star will retain all revenues received from the replacement shipper(s) in excess of such Amount.~~

~~Potential Additional Charges for Release Quantities Not Transported from the Negotiated Receipt Location(s) to the Negotiated Delivery Location(s): As noted under the Location Conditions, Shipper may be subject to additional charges if it releases its capacity since Shipper's reservation 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(s) or Negotiated Delivery Location(s) 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.~~

~~Further, the above rates are subject to any conditions set out herein. If any of the above conditions are not met during the stated 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.~~

~~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.~~

[Remainder of page intentionally left blank.]

~~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@sscgip.com or via fax at 270/852-5027. If a signed original of the this Negotiated Rate Agreement is not so received by Southern Star prior to the start of the Time Period set forth above, Shipper may be billed a maximum rates until the signed Negotiated Agreement is received. The above 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 _____~~

~~Name:~~

~~Title:~~

~~Date of execution by Southern Star: _____~~

~~**AGREED TO AND ACCEPTED** this 31st day of October, 2017 by:~~

~~Tenaska Marketing Ventures~~

~~-By: TMV Holdings, LLC~~

~~—Its Managing Partner~~

~~By /s/Carey Petersen~~

~~Name: Carey Petersen~~

~~Title: Account Manager~~

~~*[Signature page to Negotiated Rate Agreement associated with FTS-P Agreement, Contract No. TA 22181].*~~

~~RESERVED FOR FUTURE USE~~

Appendix C

Supplemental Information

November 19, 2018

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

RE: Discount Agreement

Dear Blake:

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:	Location 999000 –Prd/MktInterface (PMI) - Provided receipts of gas from the PMI were transported in the Production Area using the FTS-P contract No. TA22488
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 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). 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, or at a negotiated rate equal to or greater than 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. TA8385 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 November 10, 2014 (the "Prior Discount Agreement") and such Prior Discount Agreement is hereby terminated, effective December 1, 2018.

[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@sscgp.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/Jimmy D. Staton

Jimmy D. Staton, President and CEO, Executive

Date of execution by Southern Star: Nov. 27, 2018

ACCEPTED AND AGREED TO this 27 day of November, 2018 by:

EMPIRE DISTRICT ELECTRIC COMPANY

By /s/Blake A Mertens

Title VP-Operations-Electric

[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 SEGMENT	LOCATION NAME	COUNTY	STATE	FLOW DIRECTION
	135533	496	PEPL Princeton	Franklin	KS	Delivery