



Southern Star Central Gas Pipeline, Inc.
4700 Highway 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@southernstar.com

November 27, 2019

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. RP20-_____
Conexus Energy, LLC
Negotiated Rate 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"), related to a Negotiated Rate Agreement between Southern Star and Conexus Energy, LLC ("Conexus"), with a proposed effective date of December 1, 2019. The tariff records are being filed pursuant to Part 154 of the Rules and Regulations of the Federal Energy Regulatory Commission ("Commission") to incorporate changes as described further below.

| <u>Tariff Records</u> | <u>Section</u> | <u>Version</u> |
|---|----------------|----------------|
| Table of Contents | 1 | 19.0.0 |
| Conforming Service Agreements with Negotiated Rates | | |
| TA29454 Conexus Energy – FTS-P Agreement | 3.1 | 4.0.0 |
| TA29454 Conexus Energy – FTS-P Exhibit A | 3.1.1 | 4.0.0 |
| TA29454 Conexus Energy – FTS-P Exhibit B | 3.1.2 | 4.0.0 |
| TA29454 Conexus Energy – Negotiated Rate Agreement* | 3.1.3 | 2.0.0 |

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

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 TA29454 Negotiated Rate Agreement with Conexus, with the non-conforming capacity release crediting mechanism shown as gray highlighted text. Appendix C is provided as supplemental information.

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. Such 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.

The TA29454 FTS-P Agreement, FTS-P Exhibit A, and FTS-P Exhibit B filed herewith each conform to the pro forma agreements in Southern Star's FERC Gas Tariff Volume No. 1 ("Tariff"). The Negotiated Rate Agreement establishes the rates to be charged under Contract No. TA29454 beginning December 1, 2019. During the term of the Negotiated Rate Agreement, Shipper will pay a Negotiated Daily Reservation Rate of \$0.03 per Dth/d, plus a Negotiated Commodity Rate of \$0.02 per Dth for quantities delivered to the Negotiated Delivery Location and an Alternate Negotiated Commodity Rate of \$0.05 per Dth for quantities delivered to the Alternate Negotiated Delivery Locations. The Negotiated Rate Agreement sets forth the shipper's name, actual negotiated rates, applicable points of service, quantity to be transported and the applicable rate schedule ("FTS-P") in compliance with Section 28.5 of the General Terms and Conditions ("GT&C") of Southern Star's Tariff. The Negotiated Rate Agreement also establishes an agreed upon capacity release crediting mechanism for temporary releases which states that Southern Star will credit Shipper for any revenue received from the replacement shipper under any replacement contract up to the amount due under this Negotiated Rate Agreement for the capacity released under such replacement contract, taking into account actual commodity usage. Any revenues received from a replacement shipper in excess of that amount, however, will be retained by Southern Star. While this different crediting mechanism may be considered as making the Negotiated Rate Agreement nonconforming, such a different crediting mechanism reflecting the different rate structure established by the negotiated rates is expressly anticipated and permitted by GT&C Section 28.4(b). Accordingly, this negotiated crediting mechanism, reflecting the agreed upon negotiated rate structure, poses no risk of undue discrimination, is expressly authorized by the GT&C of Southern Star's Tariff, and should be accepted.

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 Negotiated Rate Agreement, and related agreements, effective December 1, 2019, which is the day on which Southern Star commences service at the negotiated rates. In the event that the Commission elects to accept and suspend the tariff records submitted herein, in accordance with section

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

Kimberly D. Bose, Secretary

November 27, 2019

Page 3

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.

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@southernstar.com

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

and copy 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

TABLE OF CONTENTS

| <u>Original Volume No. 2</u> | <u>Section No.</u> |
|---|--------------------|
| Table of Contents | 1 |
| Non-Conforming Service Agreements | 2 |
| TA22489 Empire District Electric Company- Amended FTS-M Agreement | 2.1 |
| TA22489 Empire District Electric Company- FTS-M Exhibit A..... | 2.1.1 |
| TA22489 Empire District Electric Company- FTS-M Exhibit B..... | 2.1.2 |
| TA22489 Empire District Electric Company- Discount Agreement** | 2.1.3 |
| TA8385 Empire District Electric Company – Amended FTS-M Agreement..... | 2.2 |
| TA8385 Empire District Electric Company – FTS-M Exhibit A..... | 2.2.1 |
| TA8385 Empire District Electric Company – FTS-M Exhibit B..... | 2.2.2 |
| TA8385 Empire District Electric Company – Discount Agreement**..... | 2.2.3 |
| Conforming Service Agreements With Negotiated Rates | 3 |
| TA29454 Conexus Energy – FTS-P Agreement | 3.1 |
| TA29454 Conexus Energy – FTS-P Exhibit A..... | 3.1.1 |
| TA29454 Conexus Energy – FTS-P Exhibit B..... | 3.1.2 |
| TA29454 Conexus Energy – Negotiated Rate Agreement* | 3.1.3 |
| Reserved for Future Use | 3.2 |
| Reserved for Future Use | 3.2.1 |
| Reserved for Future Use | 3.2.2 |
| Reserved for Future Use | 3.2.3 |
| PL29045 Sequent Energy Management L.P. – PLS Exhibit A Parking | |
| Service Order..... | 3.3 |
| PL29045 Sequent Energy Management L.P. – Negotiated Rate Agreement - | |
| Parking..... | 3.3.1 |
| PL29046 Sequent Energy Management L.P. – PLS Exhibit B Loan Service Order | 3.4 |
| PL29046 Sequent Energy Management L.P. – Negotiated Rate Agreement – Loan | 3.4.1 |
| PL28561 Spotlight Energy, LLC – PLS Exhibit A Parking Service Order..... | 3.5 |
| PL28561 Spotlight Energy, LLC – Negotiated Rate Agreement – Parking | 3.5.1 |
| PL28565 Spotlight Energy, LLC – PLS Exhibit B Loan Service Order | 3.6 |
| PL28565 Spotlight Energy, LLC – Negotiated Rate Agreement – Loan | 3.6.1 |
| PL25737 Tenaska Gas Storage, LLC – PLS Exhibit A Parking Service Order..... | 3.7 |
| PL25737 Tenaska Gas Storage, LLC – Negotiated Rate Agreement – Parking.... | 3.7.1 |
| PL25738 Tenaska Gas Storage, LLC – PLS Exhibit B – Loan Service Order..... | 3.8 |
| PL25738 Tenaska Gas Storage, LLC – Negotiated Rate Agreement – Loan..... | 3.8.1 |
| Non-Conforming Service Agreements With Negotiated Rates | 4 |
| TA22138 Chesapeake Energy Marketing, Inc. – FTS-P Agreement..... | 4.1 |
| TA22138 Chesapeake Energy Marketing, Inc. – FTS-P Exhibit A..... | 4.1.1 |

| | |
|---|---------|
| TA22138 Chesapeake Energy Marketing, Inc. – FTS-P Exhibit B..... | 4.1.2 |
| TA22138 Chesapeake Energy Marketing, Inc. – Negotiated Rate Agreement* | 4.1.3 |
| TA22138 Chesapeake Energy Marketing, Inc. – Negotiated Rate Agreement – Amendment..... | 4.1.3.1 |
| TA24888 LINN Operating, Inc. – FTS-P Agreement | 4.2 |
| 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 |
| Reserved for Future Use | 4.3 |
| Reserved for Future Use | 4.3.1 |
| Reserved for Future Use..... | 4.4 |
| Reserved for Future Use..... | 4.4.1 |
| Reserved for Future Use..... | 4.5 |
| Reserved for Future Use..... | 4.5.1 |
| Reserved for Future Use..... | 4.5.2 |
| Reserved for Future Use..... | 4.5.3 |
| Reserved for Future Use..... | 4.6 |
| Reserved for Future Use..... | 4.6.1 |
| TA27392 Scout Energy Group III – FTS-P Agreement..... | 4.7 |
| TA27392 Scout Energy Group III – FTS-P Exhibit A..... | 4.7.1 |
| 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.

TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

THIS AGREEMENT is made and entered into this 26th day of November, 2019 by and between SOUTHERN STAR CENTRAL GAS PIPELINE, INC., a Delaware corporation, having its principal office in Owensboro, Kentucky hereinafter referred to as "Southern Star," and CONEXUS ENERGY, LLC, a Delaware limited liability company, having its principal office in Tulsa , OK, hereinafter referred to as "Shipper."

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

SECTION I
QUANTITY TO BE TRANSPORTED

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

SECTION II DELIVERY POINT(S) AND DELIVERY PRESSURE

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

SECTION III RATE, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

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

SECTION IV TERM

- 4.1 This Agreement shall become effective December 1, 2019, and shall continue in full force and effect until January 1, 2020.
- 4.2 This Agreement may be suspended or terminated by Southern Star in the event Shipper fails to pay all of the amount of any bill rendered by Southern Star hereunder when that amount is due; provided, however, Southern Star shall give Shipper and the FERC thirty (30) days notice prior to any suspension or termination of service. Service may continue hereunder if within the thirty-day notice period satisfactory assurance of payment is made by Shipper in accord with Section 18 of the General Terms and Conditions. Suspension or termination of this Agreement shall not excuse Shipper's obligation to pay all demand and other charges for the original term of the Agreement.

SECTION V NOTICES

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

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

To Southern Star: Payments: as directed on invoice

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

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

SECTION VI MISCELLANEOUS

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

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

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

CONEXUS ENERGY, LLC

SOUTHERN STAR CENTRAL GAS
PIPELINE, INC.

By /s/ Brian Russell
(Signature)

By /s/ Matt McCoy
(Signature)

Name Brian Russell
(Please type or print)

Name Matt McCoy
(Please type or print)

Title Commercial Director
(Please type or print)

Title Director, Commercial Services
(Please type or print)

EXHIBIT A: PRIMARY RECEIPT POINT(S)

To Firm Contract No. TA29454 Dated November 26, 2019

Between Southern Star Central Gas Pipeline, Inc.
and Conexus Energy, LLC

PRODUCTION AREA

EXHIBIT EFFECTIVE DATE: December 1, 2019

| Location Name | Location | Line Segment | Sec-Twn-Rng | County | State | MDQ (Dth/d) |
|-----------------------------|----------|--------------|-------------|--------|-------|---------------|
| Cheyenne Plains - Sand Dune | 16813 | 130 | 31-27S-19W | Kiowa | KS | 40,000 |
| MDTQ 40,000 Dth/d | | | | | | Total* 40,000 |

CONEXUS ENERGY, LLC

SOUTHERN STAR CENTRAL GAS
PIPELINE, INC.

By /s/ Brian Russell
(Signature)

By /s/ Matt McCoy
(Signature)

Name Brian Russell
(Please type or print)

Name Matt McCoy
(Please type or print)

Title Commercial Director
(Please type or print)

Title Director, Commercial Services
(Please type or print)

Date 11/27/2019

Date 11/27/2019

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

EXHIBIT B: PRIMARY DELIVERY POINT(S)

To Firm Contract No. TA29454 Dated November 26, 2019

Between Southern Star Central Gas Pipeline, Inc.

and Conexus Energy, LLC

PRODUCTION AREA

EXHIBIT EFFECTIVE DATE: December 1, 2019

| Location Name | Location | Line Segment | Sec-Twn-Rng | County | State | MDQ (Dth/d) | MDP |
|------------------------|----------|--------------|-------------|--------|-------|-------------|--------|
| Northern Natural-Kiowa | 17096 | 130 | 25-27S-19W | Kiowa | KS | 40,000 | |
| MDTQ 40,000 Dth/d | | | | | | Total* | 40,000 |

CONEXUS ENERGY, LLC

SOUTHERN STAR CENTRAL GAS
PIPELINE, INC.

By /s/ Brian Russell
(Signature)

By /s/ Matt McCoy
(Signature)

Name Brian Russell
(Please type or print)

Name Matt McCoy
(Please type or print)

Title Commercial Director
(Please type or print)

Title Director, Commercial Services
(Please type or print)

Date 11/27/2019

Date 11/27/2019

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

MDP Detail By Meter:

Location Meter MDP(PSIG)

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

November 27, 2019

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

RE: Negotiated Rate Agreement

Dear Brian Russell:

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

| | |
|--|--|
| Contract No. | TA 29454 |
| Time Period: | December 1, 2019 to January 1, 2020 |
| Rate Schedule: | FTS- P |
| Maximum Daily Transportation Quantity (MDTQ): | 40,000 Dth/d in the Production Area |
| Negotiated Daily Reservation Rate: | \$ 0.03 per Dth per day |
| Negotiated Commodity Rate: | \$ 0.02 per Dth |
| Negotiated Delivery Location: | 17096 – Northern Natural - Kiowa |
| Alternate Negotiated Commodity Rate: | \$0.05 per Dth |
| Alternate Negotiated Delivery Locations: | 121515 – NGPL Ford 35515 – ANR Alden 168112 – Transwestern Canadian |
| Authorized Overrun: | Authorized Overrun will be charged at Southern Star's maximum tariff rate. |
| Maximum Fuel and Surcharges: | Transportation fuel and any applicable surcharges will be charged at maximum rates per Southern Star's Tariff. |

Conditions: The Negotiated Reservation Rate, Negotiated Commodity Rate, and Alternate Negotiated Commodity Rate (collectively Negotiated Rates) provided for above are specifically designed only for deliveries to the Negotiated Delivery Location and Alternate Negotiated Delivery Locations listed above. Therefore, Shipper's Negotiated Reservation Rate shall be \$0.03 per Dth/d and Shipper's commodity rate of either \$0.02 or \$0.05 as applicable will be the Negotiated Commodity Rate, provided Shipper (or any replacement shipper using the capacity) transports to the Negotiated Delivery Location or Alternate Negotiated Delivery Locations identified above. If quantities are transported to any other location(s), the Negotiated Rates shall not apply to such quantities and such quantities will be billed at the maximum reservation and commodity rates as stated in Southern Star's tariff.

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

Agreed-upon Capacity Release Crediting Mechanism for Temporary Releases: Each month, Southern Star will credit Shipper for any revenue received from the replacement shipper under any replacement contract up to the amount due under this Negotiated Rate Agreement for the capacity released under such replacement contract, taking into account actual commodity usage. Any revenues received from a replacement shipper in excess of that amount will be retained by Southern Star.

Potential Additional Charges: 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 Reservation Rate as stated herein if the replacement shipper desires service at different locations than provided herein. Shipper will be charged Southern Star's maximum tariff rates in effect on all quantities released at or received from or delivered to points other than the Negotiated Receipt Location or Negotiated Delivery Location provided herein. As a Special Term of the release, however, Shipper may obligate the replacement shipper to be responsible for any such additional charges, in which case such additional charges will be collected from the replacement shipper per the terms of the release and will be credited against the additional charges owed by Shipper hereunder.

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

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

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

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

Very truly yours,

Southern Star Central Gas Pipeline, Inc.

By _____

Name:

Title:

Date of execution by Southern Star: _____

AGREED TO AND ACCEPTED this 27th day of Nov, 2019 by:

Conexus Energy, LLC

By /s/ Brian Russell

Name: Brian Russell

Title: Commercial V.P.

[Signature page to Negotiated Rate Agreement associated with FTS- P Agreement, Contract No. TA 29454]

Appendix B

Marked Version of the Tariff Records

TABLE OF CONTENTS

| <u>Original Volume No. 2</u> | <u>Section No.</u> |
|--|--------------------|
| Table of Contents | 1 |
| Non-Conforming Service Agreements | 2 |
| TA22489 Empire District Electric Company- Amended FTS-M Agreement | 2.1 |
| TA22489 Empire District Electric Company- FTS-M Exhibit A..... | 2.1.1 |
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| Reserved for Future Use TA29454 Conexus Energy – Negotiated Rate Agreement* | 3.1.3 |
| Reserved for Future Use | 3.2 |
| Reserved for Future Use | 3.2.1 |
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| TA24888 LINN Operating, Inc. – FTS-P Exhibit B..... | 4.2.2 |
| TA24888 LINN Operating, Inc. – Negotiated Rate Agreement* | 4.2.3 |
| Reserved for Future Use | 4.3 |
| Reserved for Future Use | 4.3.1 |
| Reserved for Future Use..... | 4.4 |
| Reserved for Future Use..... | 4.4.1 |
| Reserved for Future Use..... | 4.5 |
| Reserved for Future Use..... | 4.5.1 |
| Reserved for Future Use..... | 4.5.2 |
| Reserved for Future Use..... | 4.5.3 |
| Reserved for Future Use..... | 4.6 |
| Reserved for Future Use..... | 4.6.1 |
| TA27392 Scout Energy Group III – FTS-P Agreement..... | 4.7 |
| TA27392 Scout Energy Group III – FTS-P Exhibit A..... | 4.7.1 |
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** Discounted rate agreement contains non-conforming capacity release marketing right pursuant to GT&C Section 11.6.

Contract ID: TA29454

TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

THIS AGREEMENT is made and entered into this 26th day of November, 2019 by and between SOUTHERN STAR CENTRAL GAS PIPELINE, INC., a Delaware corporation, having its principal office in Owensboro, Kentucky hereinafter referred to as "Southern Star," and CONEXUS ENERGY, LLC, a Delaware limited liability company, having its principal office in Tulsa , OK, hereinafter referred to as "Shipper."

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

SECTION I
QUANTITY TO BE TRANSPORTED

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

SECTION II
DELIVERY POINT(S) AND DELIVERY PRESSURE

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

SECTION III
RATE, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

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

SECTION IV
TERM

- 4.1 This Agreement shall become effective December 1, 2019, and shall continue in full force and effect until January 1, 2020.
- 4.2 This Agreement may be suspended or terminated by Southern Star in the event Shipper fails to pay all of the amount of any bill rendered by Southern Star hereunder when that amount is due; provided, however, Southern Star shall give Shipper and the FERC thirty (30) days notice prior to any suspension or termination of service. Service may continue hereunder if within the thirty-day notice period satisfactory assurance of payment is made by Shipper in accord with Section 18 of the General Terms and Conditions. Suspension or termination of this Agreement shall not excuse Shipper's obligation to pay all demand and other charges for the original term of the Agreement.

SECTION V
NOTICES

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

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

To Southern Star: Payments: as directed on invoice

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

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

SECTION VI
MISCELLANEOUS

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

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

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

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

CONEXUS ENERGY, LLC

SOUTHERN STAR CENTRAL GAS
PIPELINE, INC.

By /s/ Brian Russell
(Signature)

By /s/ Matt McCoy
(Signature)

Name Brian Russell
(Please type or print)

Name Matt McCoy
(Please type or print)

Title Commercial Director
(Please type or print)

Title Director, Commercial Services
(Please type or print)

~~RESERVED FOR FUTURE USE~~

EXHIBIT A: PRIMARY RECEIPT POINT(S)
To Firm Contract No. TA29454 Dated November 26, 2019
Between Southern Star Central Gas Pipeline, Inc.
and Conexus Energy, LLC

PRODUCTION AREA

EXHIBIT EFFECTIVE DATE: December 1, 2019

| <u>Location Name</u> | <u>Location</u> | <u>Line Segment</u> | <u>Sec-Twn-Rng</u> | <u>County</u> | <u>State</u> | <u>MDQ (Dth/d)</u> |
|------------------------------------|-----------------|---------------------|--------------------|---------------|--------------|----------------------|
| <u>Cheyenne Plains - Sand Dune</u> | <u>16813</u> | <u>130</u> | <u>31-27S-19W</u> | <u>Kiowa</u> | <u>KS</u> | <u>40,000</u> |
| <u>MDTQ 40,000 Dth/d</u> | | | | | | <u>Total*</u> |
| | | | | | | <u>40,000</u> |

CONEXUS ENERGY, LLC

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ Brian Russell
(Signature)

By /s/ Matt McCoy
(Signature)

Name Brian Russell
(Please type or print)

Name Matt McCoy
(Please type or print)

Title Commercial Director
(Please type or print)

Title Director, Commercial Services
(Please type or print)

Date 11/27/2019

Date 11/27/2019

***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. TA29454 Dated November 26, 2019
Between Southern Star Central Gas Pipeline, Inc.
and Conexus Energy, LLC

PRODUCTION AREA

EXHIBIT EFFECTIVE DATE: December 1, 2019

| <u>Location Name</u> | <u>Location</u> | <u>Line Segment</u> | <u>Sec-Twn-Rng</u> | <u>County</u> | <u>State</u> | <u>MDQ (Dth/d)</u> | <u>MDP</u> |
|---------------------------------|-----------------|---------------------|--------------------|---------------|--------------|----------------------|----------------------|
| <u>Northern Natural-Kiowa</u> | <u>17096</u> | <u>130</u> | <u>25-27S-19W</u> | <u>Kiowa</u> | <u>KS</u> | <u>40,000</u> | |
| <u>MDTQ 40,000 Dth/d</u> | | | | | | <u>Total*</u> | <u>40,000</u> |

CONEXUS ENERGY, LLC

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ Brian Russell
(Signature)

By /s/ Matt McCoy
(Signature)

Name Brian Russell
(Please type or print)

Name Matt McCoy
(Please type or print)

Title Commercial Director
(Please type or print)

Title Director, Commercial Services
(Please type or print)

Date 11/27/2019

Date 11/27/2019

***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

November 27, 2019

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

RE: Negotiated Rate Agreement

Dear Brian Russell:

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

Contract No. TA 29454

Time Period: BeginDate EndDate December 1, 2019 to January 1, 2020

Rate Schedule: FTS- P

Maximum Daily Transportation

Quantity (MDTQ): 40,000 Dth/d in the Production Area

Negotiated Daily Reservation Rate: \$ 0.03 per Dth per day

Negotiated Commodity Rate: \$ 0.02 per Dth

Negotiated Delivery Location: 17096 – Northern Natural - Kiowa

Alternate Negotiated Commodity

Rate: \$0.05 per Dth

Alternate Negotiated Delivery

Locations: 121515 – NGPL Ford

35515 – ANR Alden

168112 – Transwestern Canadian

Authorized Overrun: Authorized Overrun will be charged at Southern Star's maximum tariff rate.

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

Conditions: The Negotiated Reservation Rate, Negotiated Commodity Rate, and Alternate Negotiated Commodity Rate (collectively Negotiated Rates) provided for above are specifically designed only for deliveries to the Negotiated Delivery Location and Alternate Negotiated Delivery Locations listed above. Therefore, Shipper's Negotiated Reservation Rate shall be \$0.03 per Dth/d and Shipper's commodity rate of either \$0.02 or \$0.05 as applicable will be the Negotiated Commodity Rate, provided Shipper (or any replacement shipper using the capacity) transports to the Negotiated Delivery Location or Alternate Negotiated Delivery Locations identified above. If quantities are transported to any other location(s), the Negotiated Rates shall not apply to such quantities and such quantities will be billed at the maximum reservation and commodity rates as stated in Southern Star's tariff.

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

Agreed-upon Capacity Release Crediting Mechanism for Temporary Releases: Each month, Southern Star will credit Shipper for any revenue received from the replacement shipper under any replacement contract up to the amount due under this Negotiated Rate Agreement for the capacity released under such replacement contract, taking into account actual commodity usage. Any revenues received from a replacement shipper in excess of that amount will be retained by Southern Star.

Potential Additional Charges: 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 Reservation Rate as stated herein if the replacement shipper desires service at different locations than provided herein. Shipper will be charged Southern Star's maximum tariff rates in effect on all quantities released at or received from or delivered to points other than the Negotiated Receipt Location or Negotiated Delivery Location provided herein. As a Special Term of the release, however, Shipper may obligate the replacement shipper to be responsible for any such additional charges, in which case such additional charges will be collected from the replacement shipper per the terms of the release and will be credited against the additional charges owed by Shipper hereunder.

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

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

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

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

Very truly yours,

Southern Star Central Gas Pipeline, Inc.

By _____

Name:

Title:

Date of execution by Southern Star: _____

AGREED TO AND ACCEPTED this 27th day of Nov _____, 2019 by:

Conexus Energy, LLC

By /s/ Brian Russell

Name: Brian Russell

Title: Commercial V.P.

[Signature page to Negotiated Rate Agreement associated with FTS- P Agreement, Contract No. TA 29454]

~~RESERVED FOR FUTURE USE~~

Appendix C

Supplemental Information

Negotiated Rate Agreement with the non-conforming capacity
release crediting mechanism shown as gray highlighted text.



Southern Star Central Gas Pipeline, Inc.
4700 Highway 56
P.O. Box 20010
Owensboro, Kentucky 42304-0010
Phone 270/852-5000

November 27, 2019

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

RE: Negotiated Rate Agreement

Dear Brian Russell:

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

| | |
|--|--|
| Contract No. | TA 29454 |
| Time Period: | December 1, 2019 to January 1, 2020 |
| Rate Schedule: | FTS- P |
| Maximum Daily Transportation Quantity (MDTQ): | 40,000 Dth/d in the Production Area |
| Negotiated Daily Reservation Rate: | \$ 0.03 per Dth per day |
| Negotiated Commodity Rate: | \$ 0.02 per Dth |
| Negotiated Delivery Location: | 17096 – Northern Natural - Kiowa |
| Alternate Negotiated Commodity Rate: | \$0.05 per Dth |
| Alternate Negotiated Delivery Locations: | 121515 – NGPL Ford 35515 – ANR Alden 168112 – Transwestern Canadian |
| Authorized Overrun: | Authorized Overrun will be charged at Southern Star's maximum tariff rate. |
| Maximum Fuel and Surcharges: | Transportation fuel and any applicable surcharges will be charged at maximum rates per Southern Star's Tariff. |

Conditions:

The Negotiated Reservation Rate, Negotiated Commodity Rate, and Alternate Negotiated Commodity Rate (collectively Negotiated Rates) provided for above are specifically designed only for deliveries to the Negotiated Delivery Location and Alternate Negotiated Delivery Locations listed above. Therefore, Shipper's Negotiated Reservation Rate shall be \$0.03 per Dth/d and Shipper's commodity rate of either \$0.02 or \$0.05 as applicable will be the Negotiated Commodity Rate, provided Shipper (or any replacement shipper using the capacity) transports to the Negotiated Delivery Location or Alternate Negotiated Delivery Locations identified above. If quantities are transported to any other location(s), the Negotiated Rates shall not apply to such quantities and such quantities will be billed at the maximum reservation and commodity rates as stated in Southern Star's tariff.

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

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

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

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

Very truly yours,

Southern Star Central Gas Pipeline, Inc.

By _____

Name:

Title:

Date of execution by Southern Star: _____

AGREED TO AND ACCEPTED this 27th day of Nov, 2019 by:

Conexus Energy, LLC

By /s/ Brian Russell

Name: Brian Russell

Title: Commercial V.P.

[Signature page to Negotiated Rate Agreement associated with FTS-P Agreement, Contract No. TA 29454]