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

January 29, 2020

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

Re: Southern Star Central Gas Pipeline, Inc.
Docket No. RP20-_____
Scout Energy Group III
Negotiated Rate Agreement

Dear Ms. Bose:

Southern Star Central Gas Pipeline, Inc. ("Southern Star") respectfully submits by eFiling the following revised tariff records to its FERC Gas Tariff, Original Volume No. 2 ("Volume No. 2"), related to an Amendment of an FTS-P Agreement and a new Negotiated Rate Agreement between Southern Star and Scout Energy Group III ("Scout"), as well as removing an expiring Negotiated Rate Agreement with Conforming Service Agreement with Conexus Energy, LLC and two expiring Negotiated Rate Agreements with Conforming Service Orders with Spotlight Energy, LLC, all with a proposed effective date of February 1, 2020. The tariff records are being filed pursuant to Part 154 of the Rules and Regulations of the Federal Energy Regulatory Commission ("Commission") to incorporate changes as described further below.

Tariff Records	Section	Version
Table of Contents	1	23.0.0
Conforming Service Agreements with Negotiated Rates		
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TA27392 Scout Energy Group III – Negotiated Rate Agreement*	3.2.4	1.0.0
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Reserved for Future Use	3.9.1	1.0.0
Reserved for Future Use	3.10	1.0.0
Reserved for Future Use	3.10.1	1.0.0

* 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 TA27392 Negotiated Rate Agreement with Scout, 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. 714[1], 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 revisions extending the term of the previously filed Negotiated Rate Agreement between Southern Star and Scout and also removes certain expiring agreements from Volume No. 2.

Southern Star is filing an Amendment of an FTS-P Agreement and a new related Negotiated Rate Agreement for Scout. Southern Star has agreed to extend the term of the FTS-P Agreement that was scheduled to expire by one month, through the end of February. Southern Star has also agreed to a new Negotiated Rate Agreement with Scout for the extended term that continues the existing negotiated rates previously accepted by the Commission. Southern Star is removing the expiring negotiated rate agreement from Volume 2 and replacing it with the new Negotiated Rate Agreement applicable to the extended term.[2] The Negotiated Rate Agreement contains a non-conforming capacity release crediting provision pursuant to GT&C Section 28.4(b) that has been previously accepted by the Commission. Otherwise the agreements are conforming.

The Scout Negotiated Rate Agreement sets forth the shipper's name, actual negotiated rate, applicable points of service, quantity to be transported and the applicable rate schedule (FTS-P) in compliance with GT&C Section 28.5 of Southern Star's Tariff.

This filing also removes three expiring negotiated rate agreements with related service agreements/orders in sections 3.1, 3.9 and 3.10 from the Conforming Service Agreements with Negotiated Rates section of Volume No. 2. These negotiated rate agreements and related service agreements/orders expire effective February 1, 2020.

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 Amendment of FTS-P Agreement, effective February 1, 2020, which is the day on which Southern Star commences service at the negotiated rates under those

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

[2] The names of the Negotiated Receipt Location and Negotiated Delivery Location have also been updated to reflect new names of those locations following a change in ownership of those locations, but they are still the same locations as in the prior Negotiated Rate Agreement.

agreements, and the day when service ceases under the expiring agreements. 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.

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

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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.

Reserved For Future Use

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January 23, 2020

TA 27392

Scout Energy Group III
Attn: Marshall Dempsey
4901 LBJ Freeway, Ste. #300
Dallas, TX 75244

Dear Marshall Dempsey:

Reference is made to the Transportation Agreement (Agreement) dated July 26th, 2018, as amended between Southern Star Central Gas Pipeline, Inc. (Southern Star) and Scout Energy Group III (Shipper) providing for the transportation of natural gas by Southern Star for Shipper.

Accordingly, Southern Star and Shipper hereby desire to amend the Agreement between them as follows:

A. SECTION IV, Term, Section 4.1 shall be deleted in its entirety and the following inserted in place thereof:

SECTION IV
Term

4.1 This Agreement shall become effective August 1, 2018 and shall continue in full force and effect until March 1, 2020.

The operation of the provisions of this amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations.

Except as herein amended, the Agreement between the parties hereto shall remain in full force and effect.

If the foregoing is in accordance with your understanding of our Agreement, please execute both copies and return to us. We will, in turn, execute them and return one copy for your records.

Very truly yours,

Scout Energy Group III

By /s/ Lance McGinnis

Title Sr. Marketing Analyst

Southern Star Central Gas Pipeline, Inc.

By /s/ Robin Joska

Name: Robin Joska
Title: Manager, Marketing & Customer Service

AGREED TO AND ACCEPTED this 27th day of January, 2020.

January 27, 2020

Scout Energy Group III
Attn: Marshall Dempsey
4901 LBJ Freeway, Ste. #300
Dallas, TX 75244

RE: Negotiated Rate Agreement

Dear Marshall Dempsey:

Scout Energy Group III (Shipper) has requested a negotiated transportation rate to enable Shipper to move unprocessed gas from the former Satanta Processing Plant (Satanta) to the Jayhawk Processing Plant (Jayhawk) for processing. Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed Shipper's request for a negotiated transportation rate and is willing to offer Shipper the following negotiated rate to enable Shipper's unprocessed Satanta gas to be processed at a plant connected to Southern Star's pipeline system:

Contract No.	TA 27392
Time Period:	February 1, 2020 to March 1, 2020
Rate Schedule:	FTS- P
Maximum Daily Transportation Quantity (MDTQ):	20,000 Dth/d in the Production Area
Negotiated Receipt Location:	15433 – Scout - Satanta
Negotiated Delivery Location:	19000 – Scout Jayhawk Delivery
Negotiated Daily Reservation Rate:	$ 0.00 per Dth per day
Negotiated Commodity Rate:	$ 0.04 per Dth
Authorized Overrun:	Volumes committed under this Agreement in excess of 20,000 Dth/d which are tendered by Shipper and accepted for transportation by Southern Star.
Negotiated Authorized Overrun Rate:	The Negotiated Authorized Overrun Rate, which shall be the negotiated rate applicable to Authorized Overruns, shall be equal to the Negotiated Commodity Rate.
Fuel:	Zero fuel and loss per Section 13.6 of the General Terms and Conditions of Southern Star's FERC Gas Tariff.
Maximum Surcharges:	Any applicable surcharges will be charged at maximum rates per Southern Star's Tariff.
Conditions:	The Negotiated Reservation Rate, Negotiated Commodity Rate, and Negotiated Authorized Overrun Rate (collectively Negotiated Rates) provided for above are specifically designed only for receipts of unprocessed gas from the Negotiated Receipt Location for delivery to the Negotiated Delivery Location for processing as listed above. Therefore, Shipper's

Negotiated Reservation Rate shall be zero and Shipper's commodity and authorized overrun rates will be the Negotiated Commodity Rate, provided Shipper (or any replacement shipper using the capacity) transports from the Negotiated Receipt Location specifically identified above to the Negotiated Delivery Location identified above. In any other instance, the Negotiated Rates shall not apply and such quantities will be billed at the maximum reservation, commodity and authorized overrun rates as stated in Southern Star's tariff.

FERC Rate Re-opener: In the event that, during anytime during the Time Period of this agreement, the Federal Energy Regulatory Commission ("FERC") issues an order requiring the re-classification of Southern Star's Line RI (the line connecting Location 15433-Scout - Satanta with 19000 – Scout Jayhawk Delivery) and requiring Southern Star to specifically allocate costs to Line RI, or to the services being received by Shipper for transportation through Line RI, so that the unit cost of service derived for transportation through Line RI is greater than the Negotiated Commodity Rate, then, as of the effective date of such order, the Negotiated Commodity Rate shall be increased to equal such cost-of-service rate derived for Line RI; provided, however, such increased Negotiated Commodity Rate shall not exceed $0.06 per Dth.

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(s) up to an amount equal to Shipper's Negotiated Commodity Rate times the quantity transported by the replacement shipper(s) during such month, and Shipper will pay Southern Star for the difference, if any, between Shipper's Negotiated Commodity Rate times the quantity transported by the replacement shipper(s) during such month and the amount actually received from the replacement shipper(s). Southern Star will retain all revenues received from the replacement shipper(s) in excess of the amount determined by multiplying Shipper's Negotiated Commodity Rate times the quantity transported by the replacement shipper(s) during such month.

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 and contains non-conforming provisions, both parties acknowledge and agree that the negotiated rates and non-conforming provisions will be filed with the FERC as part of Southern Star's tariff. If FERC issues an order on this negotiated rate agreement and the non-conforming provisions contained herein that does not accept the agreement without condition or modification, and such conditions and modifications are not mutually agreeable to both Southern Star and Shipper, this negotiated rate agreement and the associated FTS-P transportation services agreement shall terminate and be null and void and of no further force or effect.

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 ssccontractadministration@sscgp.com or via fax at 270/852-5027. The above Negotiated Rates will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

Southern Star Central Gas Pipeline, Inc.

By _/s/ Robin Joska_____

Name: Robin Joska
Title: Manager, Marketing & Customer Service
Date of execution by Southern Star: _1/28/2020_

AGREED TO AND ACCEPTED this ____ day of _____, 2020 by:

Scout Energy Group III

By _/s/ Marshall Dempsey_____

Name: _Marshall Dempsey_____

Title: _Director Oil & Gas Marketing_____

[Signature page to Negotiated Rate Agreement associated with FTS-P Agreement, Contract No. TA 27392]

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Appendix B

Marked 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.

~~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: ssccontractadministration@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~~	~~By~~	~~/s/ Matt McCoy~~
	~~(Signature)~~		~~(Signature)~~
~~Name~~	~~Brian Russell~~	~~Name~~	~~Matt McCoy~~
	~~(Please type or print)~~		~~(Please type or print)~~
~~Title~~	~~Commercial Director~~	~~Title~~	~~Director, Commercial Services~~
	~~(Please type or print)~~		~~(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: January 1, 2020**

Location Name	Location	Line Segment	Sec-Twn-Rng	County	State	MDQ (Dth/d)
Cheyenne Plains - Sand Dune	16813	130	31-27S-19W	Kiowa	KS	10,000
MDTQ 10,000 Dth/d					**Total***	10,000

CONEXUS ENERGY, LLC		SOUTHERN STAR CENTRAL GAS PIPELINE, INC.	
By	/s/ Brian Russell *(Signature)*	By	/s/ Buster Ashley *(Signature)*
Name	Brian Russell *(Please type or print)*	Name	Buster Ashley *(Please type or print)*
Title	Commercial Director *(Please type or print)*	Title	Scheduler *(Please type or print)*
Date	12/27/2019	Date	12/27/2019

*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: January 1, 2020**

Location Name	Location	Line Segment	Sec-Twn-Rng	County	State	MDQ (Dth/d)	MDP
Northern Natural-Kiowa	17096	130	25-27S-19W	Kiowa	KS	10,000	
MDTQ 10,000 Dth/d					**Total***	10,000	

CONEXUS ENERGY, LLC

By /s/ Brian Russell
(Signature)

Name Brian Russell
(Please type or print)

Title Commercial Director
(Please type or print)

Date 12/27/2019

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ Buster Ashley
(Signature)

Name Buster Ashley
(Please type or print)

Title Scheduler
(Please type or print)

Date 12/27/2019

*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

December 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	January 1, 2020 to February 1, 2020
Rate Schedule:	FTS- P
Maximum Daily Transportation Quantity (MDTQ):	10,000 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 /s/ Buster Ashley~~

~~Name: Buster Ashley~~
~~Title: CSR~~
~~Date of execution by Southern Star: 12/27/19~~

~~**AGREED TO AND ACCEPTED** this 27th day of December, 2019 by:~~

~~**Conexus Energy, LLC**~~

~~By /s/ Brian Russell~~

~~Name: Brian Russell~~

~~Title: Commercial VP~~

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

Reserved For Future Use

~~December 27, 2019~~

~~TA29454~~

~~Conexus Energy, LLC~~
~~1717 S. Boulder Ave~~
~~Suite 100~~
~~Tulsa , OK 74119~~

~~Dear Conexus Energy, LLC Representative:~~

~~Reference is made to the Transportation Agreement (Agreement) dated November 26, 2019, between Southern Star Central Gas Pipeline, Inc. (Southern Star) and Conexus Energy, LLC (Shipper) providing for the transportation of natural gas by Southern Star for Shipper.~~

~~Southern Star and Shipper hereby desire to amend the Agreement between them as follows:~~

~~A. SECTION IV, Term, Section 4.1 shall be deleted in its entirety and the following inserted in place thereof:~~

~~SECTION IV~~
~~TERM~~

~~4.1 This Agreement shall become effective December 1, 2019, and shall continue in full force and effect until February 1, 2020.~~

~~B. Exhibit "A": Primary Receipt Point(s) for the Production Area effective December 1, 2019 shall be deleted in their entirety and replaced with the attached Exhibit "A" effective January 1, 2020.~~

C. Exhibit "B": Primary Delivery Point(s) for the Production Area effective December 1, 2019 shall be deleted in their entirety and replaced with the attached Exhibit "B" effective January 1, 2020.

The operation of the provisions of this amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations. Except as herein amended, The Agreement between the parties hereto shall remain in full force and effect.

If the foregoing is in accordance with your understanding of our Agreement, please execute both original and return to us. We will, in turn, execute them and return one original for your records.

Very truly yours,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ Buster Ashley
(Signature)

Name Buster Ashley
(Please type or print)

Title Scheduler
(Please type or print)

AGREED TO AND ACCEPTED this 27th day of December, 2019.

CONEXUS ENERGY, LLC

By /s/ Brian Russell
(Signature)

Name Brian Russell
(Please type or print)

Title Commercial Director
(Please type or print)

Reserved For Future Use

January 23, 2020

TA 27392

Scout Energy Group III
Attn: Marshall Dempsey
4901 LBJ Freeway, Ste. #300
Dallas, TX 75244

Dear Marshall Dempsey:

Reference is made to the Transportation Agreement (Agreement) dated July 26th, 2018, as amended between Southern Star Central Gas Pipeline, Inc. (Southern Star) and Scout Energy Group III (Shipper) providing for the transportation of natural gas by Southern Star for Shipper.

Accordingly, Southern Star and Shipper hereby desire to amend the Agreement between them as follows:

A. SECTION IV, Term, Section 4.1 shall be deleted in its entirety and the following inserted in place thereof:

SECTION IV
Term

4.1 This Agreement shall become effective August 1, 2018 and shall continue in full force and effect until March 1, 2020.

The operation of the provisions of this amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations.

Except as herein amended, the Agreement between the parties hereto shall remain in full force and effect.

If the foregoing is in accordance with your understanding of our Agreement, please execute both copies and return to us. We will, in turn, execute them and return one copy for your records.

Very truly yours,

Scout Energy Group III

By /s/ Lance McGinnis

Title Sr. Marketing Analyst

Southern Star Central Gas Pipeline, Inc.

By /s/ Robin Joska

Name: Robin Joska
Title: Manager, Marketing & Customer Service

AGREED TO AND ACCEPTED this 27th day of January , 2020. ~~December 26, 2019~~

TA 27392

Scout Energy Group III
Attn: Marshall Dempsey
4901 LBJ Freeway, Ste. #300
Dallas, TX 75244

Dear Marshall Dempsey:

Reference is made to the Transportation Agreement (Agreement) dated July 26th, 2018, as amended between Southern Star Central Gas Pipeline, Inc. (Southern Star) and Scout Energy Group III (Shipper) providing for the transportation of natural gas by Southern Star for Shipper.

Accordingly, Southern Star and Shipper hereby desire to amend the Agreement between them as follows:

A. SECTION IV, Term, Section 4.1 shall be deleted in its entirety and the following inserted in place thereof:

SECTION IV
Term

4.1 This Agreement shall become effective August 1, 2018 and shall continue in full force and effect until February 1, 2020.

The operation of the provisions of this amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations.

Except as herein amended, the Agreement between the parties hereto shall remain in full force and effect.

If the foregoing is in accordance with your understanding of our Agreement, please execute both copies and return to us. We will, in turn, execute them and return one copy for your records.

Very truly yours,

Scout Energy Group III

By /s/ Lance McGinnis

Title Sr. Marketing Analyst

Southern Star Central Gas Pipeline, Inc.

By /s/ Susan Byers

Name:
Title:

AGREED TO AND ACCEPTED this 27 day of December, 2019.

December 26, 2019

Scout Energy Group III
Attn: Marshall Dempsey
4901 LBJ Freeway, Ste. #300
Dallas, TX 75244

RE: Negotiated Rate Agreement

Dear Marshall Dempsey:

Scout Energy Group III (Shipper) has requested a negotiated transportation rate to enable Shipper to move unprocessed gas from the former LINN Satanta Processing Plant (Satanta) to the LINN Jayhawk Processing Plant (Jayhawk) for processing. Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed Shipper's request for a negotiated transportation rate and is willing to offer Shipper the following negotiated rate to enable Shipper's unprocessed Satanta gas to be processed at a plant connected to Southern Star's pipeline system:

Contract No.	TA 27392
Time Period: BeginDate EndDate	January 1, 2020 to February 1, 2020
Rate Schedule:	FTS- P
Maximum Daily Transportation Quantity (MDTQ):	20,000 Dth/d in the Production Area
Negotiated Receipt Location:	15433 – Satanta Plant
Negotiated Delivery Location:	19000 – LINN Jayhawk Delivery
Negotiated Daily Reservation Rate:	$ 0.00 per Dth per day
Negotiated Commodity Rate:	$ 0.04 per Dth
Authorized Overrun:	Volumes committed under this Agreement in excess of 20,000 Dth/d which are tendered by Shipper and accepted for transportation by Southern Star.
Negotiated Authorized Overrun Rate:	The Negotiated Authorized Overrun Rate, which shall be the negotiated rate applicable to Authorized Overruns, shall be equal to the Negotiated Commodity Rate.
Fuel:	Zero fuel and loss per Section 13.6 of the General Terms and Conditions of Southern Star's FERC Gas Tariff.
Maximum Surcharges:	Any applicable surcharges will be charged at maximum rates per Southern Star's Tariff.
Conditions:	The Negotiated Reservation Rate, Negotiated Commodity Rate, and Negotiated Authorized Overrun Rate (collectively Negotiated Rates) provided for above are specifically designed only for receipts of unprocessed gas from the Negotiated Receipt Location for delivery to the Negotiated Delivery Location for processing as listed above. Therefore, Shipper's

Negotiated Reservation Rate shall be zero and Shipper's commodity and authorized overrun rates will be the Negotiated Commodity Rate, provided Shipper (or any replacement shipper using the capacity) transports from the Negotiated Receipt Location specifically identified above to the Negotiated Delivery Location identified above. In any other instance, the Negotiated Rates shall not apply and such quantities will be billed at the maximum reservation, commodity and authorized overrun rates as stated in Southern Star's tariff.

FERC Rate Re-opener: In the event that, during anytime during the Time Period of this agreement, the Federal Energy Regulatory Commission ("FERC") issues an order requiring the re-classification of Southern Star's Line RI (the line connecting Location 15433- Satanta Plant with 19000 – LINN Jayhawk Delivery) and requiring Southern Star to specifically allocate costs to Line RI, or to the services being received by Shipper for transportation through Line RI, so that the unit cost of service derived for transportation through Line RI is greater than the Negotiated Commodity Rate, then, as of the effective date of such order, the Negotiated Commodity Rate shall be increased to equal such cost-of-service rate derived for Line RI; provided, however, such increased Negotiated Commodity Rate shall not exceed $0.06 per Dth.

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(s) up to an amount equal to Shipper's Negotiated Commodity Rate times the quantity transported by the replacement shipper(s) during such month, and Shipper will pay Southern Star for the difference, if any, between Shipper's Negotiated Commodity Rate times the quantity transported by the replacement shipper(s) during such month and the amount actually received from the replacement shipper(s). Southern Star will retain all revenues received from the replacement shipper(s) in excess of the amount determined by multiplying Shipper's Negotiated Commodity Rate times the quantity transported by the replacement shipper(s) during such month.

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 and contains non-conforming provisions, both parties acknowledge and agree that the negotiated rates and non-conforming provisions will be filed with the FERC as part of Southern Star's tariff. If FERC issues an order on this negotiated rate agreement and the non-conforming provisions contained herein that does not accept the agreement without condition or modification, and such conditions and modifications are not mutually agreeable to both Southern Star and Shipper, this negotiated rate agreement and the associated FTS-P transportation services agreement shall terminate and be null and void and of no further force or effect.

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 ssccontractadministration@southernstar.com or via fax at 270/852-5027. The above Negotiated Rates will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

Southern Star Central Gas Pipeline, Inc.

By /s/ Susan Byers

Name: Susan Byers
Title: Controller
Date of execution by Southern Star: 12-27-19

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

Scout Energy Group III

By /s/ Lance McGinnis

Name: Lance McGinnis

Title: Sr. Marketing Analyst

[Signature page to Negotiated Rate Agreement associated with FTS-P Agreement, Contract No. TA 27392]

January 27, 2020

Scout Energy Group III

Attn: Marshall Dempsey
4901 LBJ Freeway, Ste. #300
Dallas, TX 75244

RE: Negotiated Rate Agreement

Dear Marshall Dempsey:

Scout Energy Group III (Shipper) has requested a negotiated transportation rate to enable Shipper to move unprocessed gas from the former Satanta Processing Plant (Satanta) to the Jayhawk Processing Plant (Jayhawk) for processing. Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed Shipper's request for a negotiated transportation rate and is willing to offer Shipper the following negotiated rate to enable Shipper's unprocessed Satanta gas to be processed at a plant connected to Southern Star's pipeline system:

Contract No.	TA 27392
Time Period: BeginDate EndDate	February 1, 2020 to March 1, 2020
Rate Schedule:	FTS- P
Maximum Daily Transportation Quantity (MDTQ):	20,000 Dth/d in the Production Area
Negotiated Receipt Location:	15433 – Scout - Satanta
Negotiated Delivery Location:	19000 – Scout Jayhawk Delivery
Negotiated Daily Reservation Rate:	$ 0.00 per Dth per day
Negotiated Commodity Rate:	$ 0.04 per Dth
Authorized Overrun:	Volumes committed under this Agreement in excess of 20,000 Dth/d which are tendered by Shipper and accepted for transportation by Southern Star.
Negotiated Authorized Overrun Rate:	The Negotiated Authorized Overrun Rate, which shall be the negotiated rate applicable to Authorized Overruns, shall be equal to the Negotiated Commodity Rate.
Fuel:	Zero fuel and loss per Section 13.6 of the General Terms and Conditions of Southern Star's FERC Gas Tariff.
Maximum Surcharges:	Any applicable surcharges will be charged at maximum rates per Southern Star's Tariff.
Conditions:	The Negotiated Reservation Rate, Negotiated Commodity Rate, and Negotiated Authorized Overrun Rate (collectively Negotiated Rates) provided for above are specifically designed only for receipts of unprocessed gas from the Negotiated Receipt Location for delivery to the Negotiated Delivery Location for processing as listed above. Therefore, Shipper's Negotiated Reservation Rate shall be zero and Shipper's commodity and authorized overrun rates will be the Negotiated Commodity Rate, provided Shipper (or any

replacement shipper using the capacity) transports from the Negotiated Receipt Location specifically identified above to the Negotiated Delivery Location identified above. In any other instance, the Negotiated Rates shall not apply and such quantities will be billed at the maximum reservation, commodity and authorized overrun rates as stated in Southern Star's tariff.

FERC Rate Re-opener: In the event that, during anytime during the Time Period of this agreement, the Federal Energy Regulatory Commission ("FERC") issues an order requiring the re-classification of Southern Star's Line RI (the line connecting Location 15433-Scout - Satanta with 19000 – Scout Jayhawk Delivery) and requiring Southern Star to specifically allocate costs to Line RI, or to the services being received by Shipper for transportation through Line RI, so that the unit cost of service derived for transportation through Line RI is greater than the Negotiated Commodity Rate, then, as of the effective date of such order, the Negotiated Commodity Rate shall be increased to equal such cost-of-service rate derived for Line RI; provided, however, such increased Negotiated Commodity Rate shall not exceed $0.06 per Dth.

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(s) up to an amount equal to Shipper's Negotiated Commodity Rate times the quantity transported by the replacement shipper(s) during such month, and Shipper will pay Southern Star for the difference, if any, between Shipper's Negotiated Commodity Rate times the quantity transported by the replacement shipper(s) during such month and the amount actually received from the replacement shipper(s). Southern Star will retain all revenues received from the replacement shipper(s) in excess of the amount determined by multiplying Shipper's Negotiated Commodity Rate times the quantity transported by the replacement shipper(s) during such month.

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 and contains non-conforming provisions, both parties acknowledge and agree that the negotiated rates and non-conforming provisions will be filed with the FERC as part of Southern Star's tariff. If FERC issues an order on this negotiated rate agreement and the non-conforming provisions contained herein that does not accept the agreement without condition or modification, and such conditions and modifications are not mutually agreeable to both Southern Star and Shipper, this negotiated rate agreement and the associated FTS-P transportation services agreement shall terminate and be null and void and of no further force or effect.

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 ssccontractadministration@sscgp.com or via fax at 270/852-5027. The above Negotiated Rates will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

Southern Star Central Gas Pipeline, Inc.

By _/s/ Robin Joska_____

Name: Robin Joska
Title: Manager, Marketing & Customer Service
Date of execution by Southern Star: 1/28/2020

AGREED TO AND ACCEPTED this____ day of_____, 2020 by:

Scout Energy Group III

By _/s/ Marshall Dempsey_____

Name: _Marshall Dempsey_____

Title: _Director Oil & Gas Marketing_____

[Signature page to Negotiated Rate Agreement associated with FTS-P Agreement, Contract No. TA 27392]

~~Parking Service~~
~~Exhibit A - PL29521~~
~~Creation Date December 11, 2019~~

~~Reference is made to that PLS Service Agreement by and between Southern Star and Spotlight Energy (PLS Shipper), dated October 20, 2017.~~

~~Southern Star and PLS Shipper agree, pursuant to the referenced service agreement, to a Service Order under the following terms:~~

~~Term of Service Order:~~

~~This Service Order shall become effective on December 12, 2019 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective February 1, 2020.~~

~~PLS Shipper shall be charged the current maximum tariff rate unless otherwise agreed to in an associated discount letter.~~

~~Parking Point of Service 999057 - Rawlins Hesston (RH)~~

~~Maximum Daily Quantity 7,500~~

~~Maximum Total Parked Quantity 22,500~~

~~If you are in agreement, please indicate by executing below.~~

~~SPOTLIGHT ENERGY~~		~~SOUTHERN STAR CENTRAL GAS PIPELINE, INC.~~	
~~By~~	~~/s/ Julie Jouglard~~ *(Signature)*	~~By~~	*(Signature)*
~~Name~~	~~Julie Jouglard~~ *(Please type or print)*	~~Name~~	*(Please type or print)*
~~Title~~	~~Gas Scheduler~~ *(Please type or print)*	~~Title~~	*(Please type or print)*
~~Date~~	~~12/11/2019~~	~~Date~~	

Reserved For Future Use

Date: December 11, 2019

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

Re: Negotiated Rate Agreement

Dear Jacob Field:

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

Contract No.	PL 29521
Rate Schedule:	PLS
Parking Point of Service:	Location 999057 – Rawlins-Hesston Pool (RH)
Quantity:	Maximum Daily Quantity (MDQ) of 7,500 Dth/d Maximum Total Parked Quantity (MTPQ) of 22,500 Dth
Time Period:	December 12, 2019 to February 1, 2020
Monthly Negotiated Rate:	$ 0.115 per Dth of MTPQ (*i.e.*, $2587.50 per month; provided, however, the monthly payment for December 2019 shall be prorated based on the number of days of actual service and shall equal $1,669.35)
Other Rates:	The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Parking Service, so the PLS Daily Commodity Rate for Parking Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply.

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

Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15th day of such month (e.g., if notice to terminate is given on October 15th this negotiated rate agreement will terminate effective November 1st). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL29521 expires, any quantities parked or continued to be parked under Contract No. PL29521 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.

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

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

Very truly yours,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By _____

Name:
Title:

Date of execution by Southern Star: _____

AGREED TO AND ACCEPTED this_____day of December, 2019 by:

Shipper: SPOTLIGHT ENERGY, LLC

By /s/ Andrea M. Beam

Name: Andrea Beam

Title: Manager of Midwest Marketing

[Signature page to Negotiated Rate Agreement associated with PL29521]

Reserved For Future Use

~~Loan Service~~
~~Exhibit B - PL29527~~
~~Creation Date December 11, 2019~~

~~Reference is made to that PLS Service Agreement by and between Southern Star and Spotlight Energy (PLS Shipper), dated October 20, 2017.~~

~~Southern Star and PLS Shipper agree, pursuant to the referenced service agreement, to a Service Order under the following terms:~~

~~Term of Service Order:~~

~~This Service Order shall become effective on December 12, 2019 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective February 1, 2020.~~

~~PLS Shipper shall be charged the current maximum tariff rate unless otherwise agreed to in an associated discount letter.~~

~~Loan Point of Service 999057 - Rawlins Hesston (RH)~~

~~Maximum Daily Quantity 7,500~~

~~Maximum Total Loaned Quantity 22,500~~

~~If you are in agreement, please indicate by executing below.~~

~~SPOTLIGHT ENERGY~~		~~SOUTHERN STAR CENTRAL GAS PIPELINE, INC.~~	
~~By~~	~~/s/ Julie Jouglard~~ *(Signature)*	~~By~~	*(Signature)*
~~Name~~	~~Julie Jouglard~~ *(Please type or print)*	~~Name~~	*(Please type or print)*
~~Title~~	~~Gas Scheduler~~ *(Please type or print)*	~~Title~~	*(Please type or print)*
~~Date~~	~~12/11/2019~~	~~Date~~	

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Date: December 11, 2019

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

Re: Negotiated Rate Agreement

Dear Jacob Field:

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

Contract No.	PL29527
Rate Schedule:	PLS
Loan Point of Service:	Location 999057 – Rawlins-Hesston Pool (RH)
Quantity:	Maximum Daily Quantity (MDQ) of 7,500 Dth/d Maximum Total Loaned Quantity (MTLQ) of 22,500 Dth
Time Period:	December 12, 2019 to February 1, 2020
Monthly Negotiated Rate:	$ 0.115 per Dth of MTLQ (*i.e.*, $2587.50 per month; provided, however, the monthly payment for December 2019 shall be prorated based on the number of days of actual service and shall equal $1,669.35)
Other Rates:	The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Loan Service, so the PLS Daily Commodity Rate for Loan Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply.

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

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

agreement will terminate effective November 1st). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL29527 expires, any quantities loaned or continued to be loaned under Contract No. PL 29527 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.

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

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

Very truly yours,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By _____

Name:
Title:

Date of execution by Southern Star: _____

AGREED TO AND ACCEPTED this _____ day of December, 2019 by:

Shipper: SPOTLIGHT ENERGY, LLC

By /s/ Andrea M. Beam

Name: Andrea Beam

Title: Manager of Midwest Marketing

[Signature page to Negotiated Rate Agreement associated with PL29527]

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Appendix C

Supplemental Information

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

January 27, 2020

Scout Energy Group III
Attn: Marshall Dempsey
4901 LBJ Freeway, Ste. #300
Dallas, TX 75244

RE: Negotiated Rate Agreement

Dear Marshall Dempsey:

Scout Energy Group III (Shipper) has requested a negotiated transportation rate to enable Shipper to move unprocessed gas from the former Satanta Processing Plant (Satanta) to the Jayhawk Processing Plant (Jayhawk) for processing. Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed Shipper's request for a negotiated transportation rate and is willing to offer Shipper the following negotiated rate to enable Shipper's unprocessed Satanta gas to be processed at a plant connected to Southern Star's pipeline system:

Contract No.	TA 27392
Time Period:	February 1, 2020 to March 1, 2020
Rate Schedule:	FTS- P
Maximum Daily Transportation Quantity (MDTQ):	20,000 Dth/d in the Production Area
Negotiated Receipt Location:	15433 – Scout - Satanta
Negotiated Delivery Location:	19000 – Scout Jayhawk Delivery
Negotiated Daily Reservation Rate:	$ 0.00 per Dth per day
Negotiated Commodity Rate:	$ 0.04 per Dth
Authorized Overrun:	Volumes committed under this Agreement in excess of 20,000 Dth/d which are tendered by Shipper and accepted for transportation by Southern Star.
Negotiated Authorized Overrun Rate:	The Negotiated Authorized Overrun Rate, which shall be the negotiated rate applicable to Authorized Overruns, shall be equal to the Negotiated Commodity Rate.
Fuel:	Zero fuel and loss per Section 13.6 of the General Terms and Conditions of Southern Star's FERC Gas Tariff.
Maximum Surcharges:	Any applicable surcharges will be charged at maximum rates per Southern Star's Tariff.
Conditions:	The Negotiated Reservation Rate, Negotiated Commodity Rate, and Negotiated Authorized Overrun Rate (collectively Negotiated Rates) provided for above are specifically designed only for receipts of unprocessed gas from the Negotiated Receipt Location for delivery to the Negotiated Delivery Location for processing as listed above. Therefore, Shipper's

Negotiated Reservation Rate shall be zero and Shipper's commodity and authorized overrun rates will be the Negotiated Commodity Rate, provided Shipper (or any replacement shipper using the capacity) transports from the Negotiated Receipt Location specifically identified above to the Negotiated Delivery Location identified above. In any other instance, the Negotiated Rates shall not apply and such quantities will be billed at the maximum reservation, commodity and authorized overrun rates as stated in Southern Star's tariff.

FERC Rate Re-opener: In the event that, during anytime during the Time Period of this agreement, the Federal Energy Regulatory Commission ("FERC") issues an order requiring the re-classification of Southern Star's Line RI (the line connecting Location 15433-Scout - Satanta with 19000 – Scout Jayhawk Delivery) and requiring Southern Star to specifically allocate costs to Line RI, or to the services being received by Shipper for transportation through Line RI, so that the unit cost of service derived for transportation through Line RI is greater than the Negotiated Commodity Rate, then, as of the effective date of such order, the Negotiated Commodity Rate shall be increased to equal such cost-of-service rate derived for Line RI; provided, however, such increased Negotiated Commodity Rate shall not exceed $0.06 per Dth.

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(s) up to an amount equal to Shipper's Negotiated Commodity Rate times the quantity transported by the replacement shipper(s) during such month, and Shipper will pay Southern Star for the difference, if any, between Shipper's Negotiated Commodity Rate times the quantity transported by the replacement shipper(s) during such month and the amount actually received from the replacement shipper(s). Southern Star will retain all revenues received from the replacement shipper(s) in excess of the amount determined by multiplying Shipper's Negotiated Commodity Rate times the quantity transported by the replacement shipper(s) during such month.

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 and contains non-conforming provisions, both parties acknowledge and agree that the negotiated rates and non-conforming provisions will be filed with the FERC as part of Southern Star's tariff. If FERC issues an order on this negotiated rate agreement and the non-conforming provisions contained herein that does not accept the agreement without condition or modification, and such conditions and modifications are not mutually agreeable to both Southern Star and Shipper, this negotiated rate agreement and the associated FTS-P transportation services agreement shall terminate and be null and void and of no further force or effect.

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 ssccontractadministration@sscgp.com or via fax at 270/852-5027. The above Negotiated Rates will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

Southern Star Central Gas Pipeline, Inc.

By _/s/ Robin Joska_____

Name: Robin Joska
Title: Manager, Marketing & Customer Service
Date of execution by Southern Star: _1/28/2020_

AGREED TO AND ACCEPTED this ____ day of _____, 2020 by:

Scout Energy Group III

By _/s/ Marshall Dempsey_____

Name: _Marshall Dempsey_____

Title: _Director Oil & Gas Marketing_____

[Signature page to Negotiated Rate Agreement associated with FTS- P Agreement, Contract No. TA 27392]