



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

Scott LaMar
Director, Rates
Phone: (270)852-4560
Email: g.scott.lamar@southernstar.com

April 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 and Conexus Energy, LLC
Negotiated Rate Agreements

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 a new Negotiated Rate Agreement with an Amended Conforming Service Order ("PL29900") with Conexus Energy, LLC ("Conexus"), all with a proposed effective date of May 1, 2020. The tariff records are being filed pursuant to Part 154 of the Rules and Regulations of the Federal Energy Regulatory Commission ("Commission") to incorporate changes as described further below.

<u>Tariff Records</u>	<u>Section</u>	<u>Version</u>
Table of Contents	1	26.0.0
Conforming Service Agreements with Negotiated Rates		
TA27392 Scout Energy Group III – Amendment of FTS-P Agreement	3.2.1	7.0.0
TA27392 Scout Energy Group III – Negotiated Rate Agreement*	3.2.4	3.0.0
PL29900 Conexus Energy, LLC – Amended PLS Exhibit A Parking Service Order	3.9	3.0.0
PL29900 Conexus Energy, LLC – Negotiated Rate Agreement - Parking	3.9.1	3.0.0

* 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. 714¹, the Commission adopted 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 and revised agreements for inclusion in Volume No. 2.

Scout Negotiated Rate Agreement with Conforming Service Agreement: Southern Star is filing an Amendment of FTS-P Agreement and a new related Negotiated Rate Agreement for Scout. Southern Star and Scout have agreed to extend the term of the FTS-P Agreement to March 1, 2021, two months beyond the term of the currently effective Amendment of FTS-P Agreement. Southern Star has agreed to a new Negotiated Rate Agreement with Scout for the same extended term that also includes a FERC Rate Re-opener decrease from \$0.06 per Dth to \$0.04 per Dth, effective May 1, 2020. Southern Star is removing the currently effective negotiated rate agreement from Volume No. 2 and replacing it with the new Negotiated Rate Agreement applicable to the extended term. The Negotiated Rate Agreement continues to contain 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 rates, 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.

Conexus Negotiated Rate Agreement with Amended Conforming Service Order: Southern Star is filing an Amended Conforming Service Order and a new Negotiated Rate Agreement for Conexus. Southern Star and Conexus have agreed to increase the Maximum Daily Quantity ("MDQ") and Maximum Total Parked Quantity ("MTPQ") and to extend the term of the PLS Service Order to November 1, 2020, five months beyond the term of the currently effective PLS Service Order. Southern Star has agreed to a new Negotiated Rate Agreement with Conexus for the same extended term that also includes an increased fixed monthly rate per the increased MTPQ for the term of May 1, 2020 to November 1, 2020, in lieu of the otherwise applicable commodity rates. The Negotiated Rate Agreement sets forth the shipper's name, actual negotiated rate, applicable points of service, quantity to be parked and the applicable rate schedule (PLS) in compliance with GT&C Section 28.5 of Southern Star's Tariff.

The Negotiated Rate Agreement and the related PLS Service Order do not materially deviate from Southern Star's Tariff and should be accepted as a Conforming Service Agreement with Negotiated Rates.

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 filed agreements, effective May 1, 2020, which is the day on which Southern Star

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

April 29, 2020

Page 3

commences service at the negotiated rates under those 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
Southern Star Central Gas Pipeline, Inc.
4700 State Route 56
Owensboro, KY 42301
Phone: (270) 852-4560
g.scott.lamar@southernstar.com

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

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
(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
Reserved for Future Use	3.1
Reserved for Future Use	3.1.1
Reserved for Future Use	3.1.2
Reserved for Future Use	3.1.3
Reserved for Future Use.....	3.1.4
TA27392 Scout Energy Group III – FTS-P Agreement	3.2
TA27392 Scout Energy Group III – Amendment of FTS-P Agreement	3.2.1
TA27392 Scout Energy Group III – FTS-P Exhibit A	3.2.2
TA27392 Scout Energy Group III – FTS-P Exhibit B	3.2.3
TA27392 Scout Energy Group III – Negotiated Rate Agreement*.....	3.2.4
PL29045 Sequent Energy Management L.P. – PLS Exhibit A Parking	3.3
Service Order.....	3.3
PL29045 Sequent Energy Management L.P. – Negotiated Rate Agreement -	3.3.1
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
PL29900 Conexus Energy, LLC – Amended PLS Exhibit A Parking Service Order	3.9
PL29900 Conexus Energy, LLC – Negotiated Rate Agreement – Parking.....	3.9.1
Reserved for Future Use	3.10

Reserved for Future Use	3.10.1
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
TA22138 BCE-Mach LLC – Negotiated Rate Agreement -Second Amendment.....	4.1.3.2
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
TA24888 Scout Energy Group V – Amendment of Negotiated Rate Agreement...	4.2.4
TA24888 Scout Energy Group V – Consent to Assignment of Contract(s).....	4.2.5
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
Reserved for Future Use	4.7
Reserved for Future Use	4.7.1
Reserved for Future Use	4.7.2
Reserved for Future Use	4.7.3

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

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

April 16, 2020

TA27392

Scout Energy Group III
4901 LBJ Freeway
Suite 300
Dallas, TX 75244

Dear Scout Energy Group III Representative:

Reference is made to the Transportation Agreement (Agreement) dated July 26, 2018, 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.

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, 2021.

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/ Matt McCoy
(Signature)

Name Matt McCoy
(Please type or print)

Title Director of Commercial Services
(Please type or print)

AGREED TO AND ACCEPTED this 21 day of April, 2020.

SCOUT ENERGY GROUP III

By /s/ Marshall Dempsey
(Signature)

Name Marshall Dempsey
(Please type or print)

Title Director of Oil & Gas Marketing
(Please type or print)

April 15, 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:	May 1, 2020 to March 1, 2021
Rate Schedule:	FTS- P
Maximum Daily Transportation Quantity (MDTQ):	22,500 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:	The applicable Negotiated Commodity Rate shall be determined each month based on the quantity received at the Negotiated Receipt Location and delivered to Negotiated Delivery Location during the month under Contract No. TA27392 (Shipper's Monthly Delivered Quantity) as follows: \$0.03 per Dth during any calendar month when Shipper's Monthly Delivered Quantity for that month is equal to or greater than 16,000 Dth times the number of days in the month; or \$0.04 per Dth during any calendar month when Shipper's Monthly Delivered Quantity for that month is less than 16,000 Dth times the number of days in the month.
Authorized Overrun:	Volumes committed under this Agreement in excess of 22,500 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 applicable 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 \$0.04 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.

Effective May 1, 2020, this Negotiated Rate Agreement terminates, supersedes and replaces the February 28, 2020 Negotiated Rate Agreement for Contract No. TA27392.

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/ Matt McCoy

Name: Matt McCoy

Title: Director, Commercial Services

Date of execution by Southern Star: April 24, 2020

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

Scout Energy Group III

By /s/ Marshall Dempsey

Name: Marshall Dempsey

Title: Director of Oil & Gas Marketing

April 22, 2020

PL29900

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

Dear Conexus Energy, LLC Representative:

Reference is made to the Service Order identified as PL29900 dated February 26, 2020, between Southern Star Central Gas Pipeline, Inc. (Southern Star) and Conexus Energy, LLC, (Shipper) providing for the park of natural gas by Southern Star for Shipper.

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

- A. EXHIBIT "A" effective March 1, 2020, shall be deleted in its entirety and replaced with the attached EXHIBIT "A" effective May 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 Service Order 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,

SOUTHERN STAR CENTRAL GAS
PIPELINE, INC.

By /s/ Scott Warren
(Signature)

Name Scott Warren
(Please type or print)

Title Account Manager Sr.,
(Please type or print)

AGREED TO AND ACCEPTED this 22nd day of April, 2020.

CONEXUS ENERGY, LLC

By /s/ Brian Russell
(Signature)

Name Brian Russell
(Please type or print)

Title Commercial Director
(Please type or print)

Parking Service
Exhibit A - PL29900
Creation Date April 22, 2020

Reference is made to that PLS Service Agreement by and between Southern Star and Conexus Energy, LLC (PLS Shipper), dated June 6, 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 May 1, 2020 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective November 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 999051 - Market Area (MA)

Maximum Daily Quantity 25,000

Maximum Total Parked Quantity 125,000

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

CONEXUS ENERGY, LLC

SOUTHERN STAR CENTRAL GAS
PIPELINE, INC.

By /s/ Brian Russell
(Signature)

By /s/ Scott Warren
(Signature)

Name Brian Russell
(Please type or print)

Name Scott Warren
(Please type or print)

Title Commercial Director
(Please type or print)

Title Account Manager Sr.,
(Please type or print)

Date 4/22/2020

Date 4/22/2020

Date: April 28, 2020

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

Re: Negotiated Rate Agreement

Dear Brian Russell:

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

Contract No.	PL 29900
Rate Schedule:	PLS
Parking Point of Service:	Market Area (MA)
Quantity:	Maximum Daily Quantity (MDQ) of 25,000 Dth/d Maximum Total Parked Quantity (MTPQ) of 125,000 Dth
Time Period:	May 1, 2020 to November 1, 2020
Monthly Negotiated Rate:	\$ 0.15 per Dth of MTPQ (<i>i.e.</i> , \$18,750 per month)
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 March 15th this negotiated rate agreement will terminate effective April 1st). If this negotiated rate agreement is terminated before the underlying service

order Contract No. PL 29900 expires, any quantities parked or continued to be parked under Contract No. PL TBD after such termination will be at maximum rates, unless otherwise mutually agreed in writing.

This Negotiated Rate Agreement supersedes and replaces the February 26, 2020 Negotiated Rate Agreement for PL 29900 effective May 1, 2020.

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 /s/ Jimmy Staton

Name: Jimmy Staton
Title: President & CEO

Date of execution by Southern Star: 4/28/2020

AGREED TO AND ACCEPTED this 28 day of April, 2020 by:

Shipper: Conexus Energy, LLC

By /s/ James L. Kincaid Jr

Name: James L. Kincaid Jr

Title: CEO

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

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
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
Reserved for Future Use	3.1
Reserved for Future Use	3.1.1
Reserved for Future Use	3.1.2
Reserved for Future Use	3.1.3
Reserved for Future Use.....	3.1.4
TA27392 Scout Energy Group III – FTS-P Agreement	3.2
TA27392 Scout Energy Group III – Amendment of FTS-P Agreement	3.2.1
TA27392 Scout Energy Group III – FTS-P Exhibit A	3.2.2
TA27392 Scout Energy Group III – FTS-P Exhibit B	3.2.3
TA27392 Scout Energy Group III – Negotiated Rate Agreement*.....	3.2.4
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
PL29900 Conexus Energy, LLC – <u>Amended</u> PLS Exhibit A Parking Service Order	-3.9
PL29900 Conexus Energy, LLC – Negotiated Rate Agreement – Parking.....	3.9.1
Reserved for Future Use	3.10

Reserved for Future Use	3.10.1
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
TA22138 BCE-Mach LLC – Negotiated Rate Agreement -Second Amendment.....	4.1.3.2
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
TA24888 Scout Energy Group V – Amendment of Negotiated Rate Agreement...	4.2.4
TA24888 Scout Energy Group V – Consent to Assignment of Contract(s).....	4.2.5
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
Reserved for Future Use	4.7
Reserved for Future Use	4.7.1
Reserved for Future Use	4.7.2
Reserved for Future Use	4.7.3

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

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

~~March 1, 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 March 1st, 2020, 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 March 1, 2020 and shall continue in full force and effect until January 1, 2021.~~

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

~~By /s/ Marshall Dempsey By~~

~~Name:~~

~~Title Director of Oil & Gas Marketing Title:~~

~~AGREED TO AND ACCEPTED this 1st day of March, 2020.~~

April 16, 2020

TA27392

Scout Energy Group III
4901 LBJ Freeway
Suite 300
Dallas, TX 75244

Dear Scout Energy Group III Representative:

Reference is made to the Transportation Agreement (Agreement) dated July 26, 2018, 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.

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, 2021.

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/ Matt McCoy
(Signature)

Name Matt McCoy
(Please type or print)

Title Director of Commercial Services
(Please type or print)

AGREED TO AND ACCEPTED this 21 day of April, 2020.

SCOUT ENERGY GROUP III

By /s/ Marshall Dempsey
(Signature)

Name Marshall Dempsey
(Please type or print)

Title Director of Oil & Gas Marketing
(Please type or print)

~~February 28, 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 March 1, 2020 to January 1, 2021
Rate Schedule: FTS-P
Maximum Daily Transportation
Quantity (MDTQ): 22,500 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: The applicable Negotiated Commodity Rate shall be determined each month based on the quantity received at the Negotiated Receipt Location and delivered to Negotiated Delivery Location during the month under Contract No. TA27392 (Shipper's Monthly Delivered Quantity) as follows:~~

~~\$0.03 per Dth during any calendar month when Shipper's Monthly Delivered Quantity for that month is equal to or greater than 16,000 Dth times the number of days in the month;~~

~~or~~

~~\$0.04 per Dth during any calendar month when Shipper's Monthly Delivered Quantity for that month is less than 16,000 Dth times the number of days in the month.~~

~~Authorized Overrun: Volumes committed under this Agreement in excess of 22,500 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 applicable 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@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 1st day of March, 2020 by:

Scout Energy Group III

By /s/ Marshall Dempsey

Name: Marshall Dempsey

Title: Director of Oil & Gas Marketing

~~{Signature page to Negotiated Rate Agreement associated with FTS-P Agreement, Contract
No. TA-27392}~~ April 15, 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:

<u>Contract No.</u>	<u>TA 27392</u>
<u>Time Period:</u>	<u>May 1, 2020 to March 1, 2021</u>
<u>Rate Schedule:</u>	<u>FTS- P</u>
<u>Maximum Daily Transportation</u>	
<u>Quantity (MDTQ):</u>	<u>22,500 Dth/d in the Production Area</u>

<u>Negotiated Receipt Location:</u>	<u>15433 – Scout - Satanta</u>
<u>Negotiated Delivery Location:</u>	<u>19000 – Scout Jayhawk Delivery</u>

<u>Negotiated Daily Reservation Rate:</u>	<u>\$ 0.00 per Dth per day</u>
<u>Negotiated Commodity Rate:</u>	<u>The applicable Negotiated Commodity Rate shall be determined each month based on the quantity received at the Negotiated Receipt Location and delivered to Negotiated Delivery Location during the month under Contract No. TA27392 (Shipper's Monthly Delivered Quantity) as follows:</u>

\$0.03 per Dth during any calendar month when Shipper's Monthly Delivered Quantity for that month is equal to or greater than 16,000 Dth times the number of days in the month;

or

\$0.04 per Dth during any calendar month when Shipper's Monthly Delivered Quantity for that month is less than 16,000 Dth times the number of days in the month.

<u>Authorized Overrun:</u>	<u>Volumes committed under this Agreement in excess of 22,500 Dth/d which are tendered by Shipper and accepted for transportation by Southern Star.</u>
----------------------------	---

Negotiated Authorized Overrun Rate: The Negotiated Authorized Overrun Rate, which shall be the negotiated rate applicable to Authorized Overruns, shall be equal to the applicable 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 \$0.04 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.

Effective May 1, 2020, this Negotiated Rate Agreement terminates, supersedes and replaces the February 28, 2020 Negotiated Rate Agreement for Contract No. TA27392.

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/ Matt McCoy

Name: Matt McCoy

Title: Director, Commercial Services

Date of execution by Southern Star: April 24, 2020

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

Scout Energy Group III

By /s/ Marshall Dempsey

Name: Marshall Dempsey

Title: Director of Oil & Gas Marketing

~~Parking Service
Exhibit A—PL29900
Creation Date February 26, 2020~~

~~Reference is made to that PLS Service Agreement by and between Southern Star and Conexus Energy, LLC (PLS Shipper), dated June 6, 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 March 1, 2020 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective June 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 999051—Market Area (MA)~~

~~—Maximum Daily Quantity 20,000~~

~~—Maximum Total Parked Quantity 100,000~~

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

CONEXUS ENERGY, LLC

SOUTHERN STAR CENTRAL GAS
PIPELINE, INC.

By /s/ Brian Russell
(Signature)

By /s/ Chris Williams
(Signature)

Name Brian Russell
(Please type or print)

Name Chris Williams
(Please type or print)

Title Commercial V.P.
(Please type or print)

Title Customer Service rep.
(Please type or print)

Date 2-26-2020

Date 2-26-2020

April 22, 2020

PL29900

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

Dear Conexus Energy, LLC Representative:

Reference is made to the Service Order identified as PL29900 dated February 26, 2020, between Southern Star Central Gas Pipeline, Inc. (Southern Star) and Conexus Energy, LLC, (Shipper) providing for the park of natural gas by Southern Star for Shipper.

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

A. EXHIBIT "A" effective March 1, 2020, shall be deleted in its entirety and replaced with the attached EXHIBIT "A" effective May 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 Service Order 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,

SOUTHERN STAR CENTRAL GAS
PIPELINE, INC.

By /s/ Scott Warren
(Signature)

Name Scott Warren
(Please type or print)

Title Account Manager Sr.,
(Please type or print)

AGREED TO AND ACCEPTED this 22nd day of April, 2020.

CONEXUS ENERGY, LLC

By /s/ Brian Russell
(Signature)

Name Brian Russell
(Please type or print)

Title Commercial Director
(Please type or print)

Parking Service
Exhibit A - PL29900
Creation Date April 22, 2020

Reference is made to that PLS Service Agreement by and between Southern Star and Conexus Energy, LLC (PLS Shipper), dated June 6, 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 May 1, 2020 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective November 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 999051 - Market Area (MA)

Maximum Daily Quantity 25,000

Maximum Total Parked Quantity 125,000

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

CONEXUS ENERGY, LLC

SOUTHERN STAR CENTRAL GAS
PIPELINE, INC.

By /s/ Brian Russell
(Signature)

By /s/ Scott Warren
(Signature)

Name Brian Russell
(Please type or print)

Name Scott Warren
(Please type or print)

Title Commercial Director
(Please type or print)

Title Account Manager Sr.,
(Please type or print)

Date 4/22/2020

Date 4/22/2020

Date: February 26, 2020

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

Re: Negotiated Rate Agreement

Dear Brian Russell:

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

Contract No. _____	PL 29900 _____
Rate Schedule: _____	PLS
Parking Point of Service: _____	Market Area (MA)
Quantity: _____	Maximum Daily Quantity (MDQ) of 20,000 Dth/d
_____	Maximum Total Parked Quantity (MTPQ) of 100,000 Dth
Time Period: _____	March 1, 2020 to June 1, 2020
Monthly Negotiated Rate: _____	\$ 0.15 per Dth of MTPQ (i.e., \$15,000 per month)
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 March 15th this negotiated rate agreement will

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

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

~~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 /s/ Chris Williams

Name: Chris Williams

Title: Customer Service rep

Date of execution by Southern Star: 2/26/2020

AGREED TO AND ACCEPTED this 26th day of February, 2020 by:

Shipper: Conexus Energy, LLC

By /s/ Brian Russell

Name: Brian Russell

Title: Commercial V.P.

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

Date: April 28, 2020

Conexus Energy, LLC

Attn: Brian Russell

1717 S. Boulder Ave, Suite 100

Tulsa, OK 74119

Re: Negotiated Rate Agreement

Dear Brian Russell:

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

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

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

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

This Negotiated Rate Agreement supersedes and replaces the February 26, 2020 Negotiated Rate Agreement for PL 29900 effective May 1, 2020.

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 /s/ Jimmy Staton

Name: Jimmy Staton

Title: President & CEO

Date of execution by Southern Star: 4/28/2020

AGREED TO AND ACCEPTED this 28 day of April, 2020 by:

Shipper: Conexus Energy, LLC

By /s/ James L. Kincaid Jr

Name: James L. Kincaid Jr

Title: CEO

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

Appendix C

Supplemental Information

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

April 15, 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:	May 1, 2020 to March 1, 2021
Rate Schedule:	FTS- P
Maximum Daily Transportation Quantity (MDTQ):	22,500 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:	The applicable Negotiated Commodity Rate shall be determined each month based on the quantity received at the Negotiated Receipt Location and delivered to Negotiated Delivery Location during the month under Contract No. TA27392 (Shipper's Monthly Delivered Quantity) as follows: \$0.03 per Dth during any calendar month when Shipper's Monthly Delivered Quantity for that month is equal to or greater than 16,000 Dth times the number of days in the month; or \$0.04 per Dth during any calendar month when Shipper's Monthly Delivered Quantity for that month is less than 16,000 Dth times the number of days in the month.
Authorized Overrun:	Volumes committed under this Agreement in excess of 22,500 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 applicable 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 \$0.04 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.

Effective May 1, 2020, this Negotiated Rate Agreement terminates, supersedes and replaces the February 28, 2020 Negotiated Rate Agreement for Contract No. TA27392.

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/ Matt McCoy

Name: Matt McCoy

Title: Director, Commercial Services

Date of execution by Southern Star: April 24, 2020

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

Scout Energy Group III

By /s/ Marshall Dempsey

Name: Marshall Dempsey

Title: Director of Oil & Gas Marketing