



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

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

August 31, 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-_____
Spire Marketing Inc.
Non-Conforming FTS-P Service and Discount Agreements

Dear Ms. Bose:

Southern Star Central Gas Pipeline, Inc. ("Southern Star") respectfully submits by eFiling the following new tariff records to its FERC Gas Tariff, Original Volume No. 2 ("Volume No. 2"), related to a Non-Conforming FTS-P Service Agreement (TA30320) and related Discount Agreement between Southern Star and Spire Marketing Inc. ("Spire Marketing"), as well as removing two expiring Negotiated Rate Agreements with Conforming Service Orders, all with a proposed effective date of September 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>
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***FTS-P agreement and discount agreement each contain separate non-conforming contractual rollover rights pursuant to GT&C Section 7.2.

Statement of Nature, Reasons and Basis for Filing

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

In November 2019 Southern Star held an open season for its proposed Tougaloo Project to add compression on its Canadian Blackwell ("CB") line to create 40,000 Dth/d incremental firm capacity to Southern Star's Production Market Interface ("PMI").² That expansion project was supported by a Precedent Agreement with Spire Marketing as anchor shipper, who agreed to contract for all of the incremental firm capacity for an initial primary term of up to five years and three months under Southern Star's Rate Schedule FTS-P. The expansion facilities are now in service and the anchor shipper's FTS-P service agreement will commence September 1, 2020.

Section 7.2 of the General Terms and Conditions ("GT&C") of Southern Star's tariff permits Southern Star to enter into contractual rollover or evergreen provisions that differ from the evergreen rights provided in GT&C Section 7.1, with firm anchor shippers supporting an expansion project. GT&C Section 7.2 further provides that such contractual rollover provisions may also include rights of first refusal in addition to those specified in GT&C Section 6. Although expressly authorized by the tariff, GT&C Section 7.2 also provides that such contractual rollover or evergreen provisions be filed with the Commission as non-conforming agreements.

As an anchor shipper supporting an expansion, Spire Marketing is eligible for and received such contractual rollover or evergreen provisions in the TA30320 FTS-P Service Agreement and related discount agreement. Specifically, pursuant to GT&C Section 7.2, Section 4.1 of Spire Marketing's TA30320 FTS-P Service Agreement contains a one-time contractual rollover option to extend the contract term for at least one but no more than two year(s) beyond the initial primary term. This rollover option must be exercised in writing by Shipper no later than seven (7) months prior to the expiration date of the initial primary term. Also pursuant to GT&C Section 7.2, the Discount Agreement associated with Spire Marketing's TA30320 FTS-P Service Agreement contains an Anchor Shipper's Contractual Right of First Refusal provision, which provides Spire Marketing with a contractual right of first refusal in the event that Spire Marketing's rate is discounted during the last twelve months of either TA30320's initial term or its one-time Rollover Term, as applicable.

While the contractual rollover right and contractual right of first refusal require the agreements to be filed as non-conforming, they pose no risk of undue discrimination, as those contractual rights are expressly permitted by the tariff for anchor shippers supporting an expansion project, and should therefore be accepted as permissible deviations.

This filing also removes two expiring negotiated rate agreements with related service orders in sections 3.3 and 3.4 from the Conforming Service Agreements with Negotiated Rates section of Volume No. 2. These negotiated rate agreements and related service orders expire effective September 1, 2020.

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:

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

² See Southern Star's prior notice application filed February 28, 2020 in Docket No. CP20-71.

Kimberly D. Bose, Secretary

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- 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 marked versions of the TA30320 FTS-P Service Agreement and related Discount Agreement with Spire Marketing, with the non-conforming contractual rollover rights shown as gray highlighted text. Appendix C is provided as supplemental information.

Effective Date, Motion and Waiver

Southern Star respectfully requests that the Commission grant any necessary waivers of Section 154.207 of its regulations and accept the Non-Conforming Transportation Service Agreement and related Discount Agreement, effective September 1, 2020, which is the day on which Southern Star commences service under those non-conforming 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

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

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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.

*** FTS-P agreement and discount agreement each contain separate non-conforming contractual rollover rights pursuant to GT&C Section 7.2.

**TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS**

THIS AGREEMENT is made and entered into this 10th day of August, 2020 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 SPIRE MARKETING INC., a Missouri Corporation, having its principal office in Houston, TX 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 September 1, 2020 and shall continue in full force and effect until November 1, 2025 (the initial primary term). If Shipper is paying a rate below Southern Star's maximum rate during the last twelve months of the initial primary term pursuant to the Discount Rate Agreement between the parties capping Shipper's reservation rate, Shipper shall have a one-time contractual rollover option to extend the contract term for at least one but no more than two year(s) beyond the initial primary term. This rollover option must be exercised in writing by Shipper no later than seven (7) months prior to the expiration date of the initial primary term.

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:

All notices:

Spire Marketing Inc.
3773 Richmond Avenue, Suite 300
Houston, TX 77046
Attention: SVP – Marketing & Origination
E-mail: john.grass@spireenergy.com

with a copy (which shall not constitute notice) to:

Spire Marketing Inc.
3773 Richmond Avenue, Suite 300
Houston, TX 77046
Attention: General Counsel
E-mail: MarketingContracts@spireenergy.com

To Southern Star: Payments: As directed on invoice

All notices: Southern Star Central Gas Pipeline, Inc.
P.O. Box 20010
Owensboro, KY 42304-0100
Attention: Commercial Services
Fax: (270) 852-5027
E-mail: ssscontractadministration@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 hereto have executed this Agreement as of the day and year first above written.

SPIRE MARKETING INC.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ John J. Grass
(Signature)

By /s/ Jimmy Staton
(Signature)

Name John J. Grass
(Please type or print)

Name Jimmy Staton
(Please type or print)

Title SVP, Marketing & Origination
(Please type or print)

Title President & CEO
(Please type or print)

TRANSPORTATION SERVICE AGREEMENT
Under Rate Schedule FTS

EXHIBIT A: PRIMARY RECEIPT POINT(S)
To Firm Contract No. TA30320 Dated 9/1/2020
Between Southern Star Central Gas Pipeline, Inc.
And Spire Marketing Inc.

PRODUCTION AREA

EXHIBIT EFFECTIVE DATE: September 1, 2020

<u>Location Name</u>	<u>Location</u>	<u>Line</u> <u>Segment</u>	<u>Sec-Twn-Rng</u>	<u>County</u>	<u>State</u>	<u>MDQ</u> <u>(Dth/d)</u>
Oneok Westex Hemphill	16584	458		Hemphill	TX	40,000
MDTQ 40,000 Dth/d						Total* 40,000 Dth/d

SPIRE MARKETING INC.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC

By /s/ John J. Grass
(Signature)

By /s/ Jimmy Staton
(Signature)

Name John J. Grass
(Please type or print)

Name Jimmy Staton
(Please type or print)

Title SVP Marketing & Origination
(Please type or print)

Title President & CEO
(Please type or print)

Date August 13, 2020

Date August 14, 2020

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

TRANSPORTATION SERVICE AGREEMENT
Under Rate Schedule FTS

EXHIBIT B: PRIMARY DELIVERY POINT(S)
To Firm Contract No. TA 30320 Dated 9/1/2020
Between Southern Star Central Gas Pipeline, Inc.
And Spire Marketing Inc.

PRODUCTION AREA

EXHIBIT EFFECTIVE DATE: September 1, 2020

<u>Location Name</u>	<u>Location</u>	<u>Line</u> <u>Segment</u>	<u>Sec-Twn-Rng</u>	<u>County</u>	<u>State</u>	<u>MDQ</u> <u>(Dth/d)</u>	<u>MDP</u>
Prd/Mkt Interface (PMI)	999000	909				40,000	

MDTQ 40,000 Dth/d

Total* 40,000 Dth/d

SPIRE MARKETING INC.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC

By /s/ John J. Grass
(Signature)

By /s/ Jimmy Staton
(Signature)

Name John J. Grass
(Please type or print)

Name Jimmy Staton
(Please type or print)

Title SVP, Marketing & Origination
(Please type or print)

Title President & CEO
(Please type or print)

Date August 13, 2020

Date August 14, 2020

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

MDP Detail by Meter:

Location	Meter	MDP (Psig)
_____	_____	_____
_____	_____	_____
_____	_____	_____

August 10, 2020

Spire Marketing Inc.
Attn: John Grass, SVP-Marketing & Origination
3773 Richmond Avenue, Suite 300
Houston, TX 77046

RE: Discount Rate Agreement

Dear John:

Following an open season for expansion facilities (Facilities), Southern Star Central Gas Pipeline, Inc. (Southern Star) and Spire Marketing Inc. (Anchor Shipper) entered into the firm transportation service agreement described below:

Contract No.	TA 30320
Rate Schedule:	FTS-P
Maximum Daily Transportation Quantity (MDTQ):	40,000 Dth/d in the Production Area
Initial Primary Term:	Starting on September 1, 2020 and continuing until November 1, 2025.
Rollover Term:	At Anchor Shipper's option, Contract No. TA 30320 may be extended for at least one but no more than two year(s) beyond the initial primary term.
Primary Receipt Location:	16584 Oneok Westex Hemphill
Primary Delivery Location:	999000 Prd/Mkt Interface (PMI)

Anchor Shipper has agreed to pay Southern Star's maximum rates during the Initial Primary Term and the Rollover Term (if Shipper exercises its rollover option) of Contract No. TA 30320; provided, however, that if the Total Reservation Charge on a unit basis (i.e., the maximum FTS-P Reservation Rate plus any applicable reservation surcharges) during any month of the Initial Primary Term or the Rollover Term exceeds \$0.2454 Dth/d, then Anchor Shipper shall pay a Discounted Reservation Rate, rather than the Maximum FTS-P Reservation Rate.

Discounted Reservation Rate: Anchor Shipper's Reservation Rate shall be discounted only during such time, if ever, when the sum of the maximum FTS-P reservation rate and any applicable reservation surcharge(s) exceeds \$0.2454 Dth/d. Anchor Shipper's Discounted Reservation Rate shall be determined each month using the formula $A = B - C$, where

A = Discounted Reservation Rate,
B = \$0.2454 Dth/d,
C = An amount equal to any applicable reservation surcharge(s) in the Production Area

Spire Marketing Inc.
August 10, 2020

Contract No. TA 30320

All Other Rate Components
at Maximum Rates:

The maximum rates for all other rate components for service under Rate Schedule FTS shall continue to apply per Southern Star's FERC Gas Tariff, including the Commodity Rate, Authorized Overrun Rate, Fuel reimbursement percentage, ACA Surcharge, any other applicable surcharges (reservation or commodity), and any other charges authorized by the Tariff. All charges except the Discounted Reservation Rate will remain at maximum rates.

Shipper may adjust primary points as permitted by the tariff and may use all Production Area secondary points at the Discounted Reservation Rate.

Notwithstanding any other provision in this Rate Agreement, **Southern Star will not charge above the maximum, or below the minimum, approved tariff rates for the relevant service agreement associated herewith.** In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

Anchor Shipper's Contractual Right of First Refusal: If Anchor Shipper pays a Discounted Reservation Rate as provided above either (i) during any of the last twelve months of the Initial Primary Term of Contract No. TA 30320, if Anchor Shipper does not exercise its Rollover Term option, or (ii) during any of the last twelve months of the Rollover Term of Contract No. TA 30320, if Anchor Shipper exercises its Rollover Term option, so that its applicable FTS-P reservation rate is reduced below the maximum FTS-P reservation rate causing Anchor Shipper to be no longer automatically eligible for the right of first refusal set forth in Section 6 of the General Terms and Conditions (GT&C) of Southern Star's FERC Gas Tariff, Anchor Shipper shall nonetheless have a contractual right of first refusal (as permitted by GT&C Section 7.2) for this capacity subject to the right of first refusal process as described in GT&C Section 6. If the capacity is renewed under this right of first refusal section, the resulting contract shall have a reservation rate, over the course of the new term, no higher than the contract rate established in this right of refusal process.

[Remainder of page intentionally left blank.]

Spire Marketing Inc.
August 10, 2020

Contract No. TA 30320

If Anchor Shipper has executed a CSI Electronic Contracting Agreement per Section 8.15 of the General Terms and Conditions of Southern Star's tariff, please indicate your acceptance of this Rate Agreement via electronic signature. Otherwise, to indicate your acceptance, please return a signed original of this Rate Agreement to Southern Star either (i) via PDF attachment to an email directed to SSCContractAdministration@southernstar.com, (ii) at the address listed above, or (iii) via fax at 270/852-5027.

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: 8/14/2020

AGREED TO AND ACCEPTED this 13th day of August 2020 by:

SPIRE MARKETING INC.

By /s/ John J. Grass

Name: John J. Grass
Title: SVP, Marketing & Origination

[Signature page to Discount Rate Agreement associated with FTS- P Agreement, Contract No. TA30320].

Reserved for Future Use

Reserved for Future Use

Reserved for Future Use

Reserved for Future Use

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.

*** FTS-P agreement and discount agreement each contain separate non-conforming contractual rollover rights pursuant to GT&C Section 7.2.

TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

THIS AGREEMENT is made and entered into this 10th day of August, 2020 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 SPIRE MARKETING INC., a Missouri Corporation, having its principal office in Houston, TX 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 September 1, 2020 and shall continue in full force and effect until November 1, 2025 (the initial primary term). If Shipper is paying a rate below Southern Star's maximum rate during the last twelve months of the initial primary term pursuant to the Discount Rate Agreement between the parties capping Shipper's reservation rate, Shipper shall have a one-time contractual rollover option to extend the contract term for at least one but no more than two year(s) beyond the initial primary term. This rollover option must be exercised in writing by Shipper no later than seven (7) months prior to the expiration date of the initial primary term.

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: All notices:

Spire Marketing Inc.
3773 Richmond Avenue, Suite 300
Houston, TX 77046
Attention: SVP – Marketing & Origination
E-mail: john.grass@spireenergy.com

with a copy (which shall not constitute notice) to:

Spire Marketing Inc.
3773 Richmond Avenue, Suite 300
Houston, TX 77046
Attention: General Counsel
E-mail: MarketingContracts@spireenergy.com

To Southern Star: Payments: As directed on invoice

All notices: Southern Star Central Gas Pipeline, Inc.

P.O. Box 20010

Owensboro, KY 42304-0100

Attention: Commercial Services

Fax: (270) 852-5027

E-mail: 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 hereto have executed this Agreement as of the day and year first above written.

SPIRE MARKETING INC.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ John J. Grass

By /s/ Jimmy Staton

(Signature)

(Signature)

Name John J. Grass

Name Jimmy Staton

(Please type or print)

(Please type or print)

Title SVP, Marketing & Origination

Title President & CEO

(Please type or print)

(Please type or print)

TRANSPORTATION SERVICE AGREEMENT
Under Rate Schedule FTS

EXHIBIT A: PRIMARY RECEIPT POINT(S)
To Firm Contract No. TA30320 Dated 9/1/2020
Between Southern Star Central Gas Pipeline, Inc.
And Spire Marketing Inc.

PRODUCTION AREA

EXHIBIT EFFECTIVE DATE: September 1, 2020

		<u>Line</u>					<u>MDQ</u>
<u>Location Name</u>	<u>Location</u>	<u>Segment</u>	<u>Sec-Twn-Rng</u>	<u>County</u>	<u>State</u>	<u>(Dth/d)</u>	
Oneok Westex Hemphill	16584	458		Hemphill	TX	40,000	

MDTQ 40,000 Dth/d

Total* 40,000 Dth/d

SPIRE MARKETING INC.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC

By /s/ John J. Grass

By /s/ Jimmy Staton

(Signature)

(Signature)

Name John J. Grass

Name Jimmy Staton

(Please type or print)

(Please type or print)

Title SVP Marketing & Origination

Title President & CEO

(Please type or print)

(Please type or print)

Date August 13, 2020

Date August 14, 2020

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

TRANSPORTATION SERVICE AGREEMENT
Under Rate Schedule FTS

EXHIBIT B: PRIMARY DELIVERY POINT(S)
To Firm Contract No. TA 30320 Dated 9/1/2020
Between Southern Star Central Gas Pipeline, Inc.
And Spire Marketing Inc.

PRODUCTION AREA

EXHIBIT EFFECTIVE DATE: September 1, 2020

		Line				MDQ	
Location Name	Location	Segment	Sec-Twn-Rng	County	State	(Dth/d)	MDP
Prd/Mkt Interface (PMI)	999000	909				40,000	

MDTQ 40,000 Dth/d

Total* 40,000 Dth/d

SPIRE MARKETING INC.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC

By /s/ John J. Grass

By /s/ Jimmy Staton

(Signature)

(Signature)

Name John J. Grass

Name Jimmy Staton

(Please type or print)

(Please type or print)

Title SVP, Marketing & Origination

Title President & CEO

(Please type or print)

(Please type or print)

Date August 13, 2020

Date August 14, 2020

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

MDP Detail by Meter:

Location	Meter	MDP (Psig)

August 10, 2020

Spire Marketing Inc.
Attn: John Grass, SVP-Marketing & Origination
3773 Richmond Avenue, Suite 300
Houston, TX 77046

RE: Discount Rate Agreement

Dear John:

Following an open season for expansion facilities (Facilities), Southern Star Central Gas Pipeline, Inc. (Southern Star) and Spire Marketing Inc. (Anchor Shipper) entered into the firm transportation service agreement described below:

<u>Contract No.</u>	<u>TA 30320</u>
<u>Rate Schedule:</u>	<u>FTS-P</u>
<u>Maximum Daily Transportation</u>	
<u>Quantity (MDTQ):</u>	<u>40,000 Dth/d in the Production Area</u>
<u>Initial Primary Term:</u>	<u>Starting on September 1, 2020 and continuing until November 1, 2025.</u>
<u>Rollover Term:</u>	<u>At Anchor Shipper's option, Contract No. TA 30320 may be extended for at least one but no more than two year(s) beyond the initial primary term.</u>
<u>Primary Receipt Location:</u>	<u>16584 Oneok Westex Hemphill</u>
<u>Primary Delivery Location:</u>	<u>999000 Prd/Mkt Interface (PMI)</u>

Anchor Shipper has agreed to pay Southern Star's maximum rates during the Initial Primary Term and the Rollover Term (if Shipper exercises its rollover option) of Contract No. TA 30320; provided, however, that if the Total Reservation Charge on a unit basis (i.e., the maximum FTS-P Reservation Rate plus any applicable reservation surcharges) during any month of the Initial Primary Term or the Rollover Term exceeds \$0.2454 Dth/d, then Anchor Shipper shall pay a Discounted Reservation Rate, rather than the Maximum FTS-P Reservation Rate.

Discounted Reservation Rate: Anchor Shipper's Reservation Rate shall be discounted only during such time, if ever, when the sum of the maximum FTS-P reservation rate and any applicable reservation surcharge(s) exceeds \$0.2454 Dth/d. Anchor Shipper's Discounted Reservation Rate shall be determined each month using the formula $A = B - C$, where

A = Discounted Reservation Rate,

B = \$0.2454 Dth/d,

C = An amount equal to any applicable reservation surcharge(s) in the Production Area

Spire Marketing Inc.
August 10, 2020

Contract No. TA 30320

All Other Rate Components

at Maximum Rates:

The maximum rates for all other rate components for service under Rate Schedule FTS shall continue to apply per Southern Star's FERC Gas Tariff, including the Commodity Rate, Authorized Overrun Rate, Fuel reimbursement percentage, ACA Surcharge, any other applicable surcharges (reservation or commodity), and any other charges authorized by the Tariff. All charges except the Discounted Reservation Rate will remain at maximum rates.

Shipper may adjust primary points as permitted by the tariff and may use all Production Area secondary points at the Discounted Reservation Rate.

Notwithstanding any other provision in this Rate Agreement, Southern Star will not charge above the maximum, or below the minimum, approved tariff rates for the relevant service agreement associated herewith. In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

Anchor Shipper's Contractual Right of First Refusal: If Anchor Shipper pays a Discounted Reservation Rate as provided above either (i) during any of the last twelve months of the Initial Primary Term of Contract No. TA 30320, if Anchor Shipper does not exercise its Rollover Term option, or (ii) during any of the last twelve months of the Rollover Term of Contract No. TA 30320, if Anchor Shipper exercises its Rollover Term option, so that its applicable FTS-P reservation rate is reduced below the maximum FTS-P reservation rate causing Anchor Shipper to be no longer automatically eligible for the right of first refusal set forth in Section 6 of the General Terms and Conditions (GT&C) of Southern Star's FERC Gas Tariff, Anchor Shipper shall nonetheless have a contractual right of first refusal (as permitted by GT&C Section 7.2) for this capacity subject to the right of first refusal process as described in GT&C Section 6. If the capacity is renewed under this right of first refusal section, the resulting contract shall have a reservation rate, over the course of the new term, no higher than the contract rate established in this right of refusal process.

[Remainder of page intentionally left blank.]

Spire Marketing Inc.
August 10, 2020

Contract No. TA 30320

If Anchor Shipper has executed a CSI Electronic Contracting Agreement per Section 8.15 of the General Terms and Conditions of Southern Star's tariff, please indicate your acceptance of this Rate Agreement via electronic signature. Otherwise, to indicate your acceptance, please return a signed original of this Rate Agreement to Southern Star either (i) via PDF attachment to an email directed to SSCContractAdministration@southernstar.com, (ii) at the address listed above, or (iii) via fax at 270/852-5027.

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: 8/14/2020

AGREED TO AND ACCEPTED this 13th day of August 2020 by:

SPIRE MARKETING INC.

By /s/ John J. Grass

Name: John J. Grass
Title: SVP, Marketing & Origination

[Signature page to Discount Rate Agreement associated with FTS- P Agreement, Contract No. TA30320].

~~SERVICE AGREEMENT
UNDER RATE SCHEDULE PLS~~

~~Parking Service~~

~~Exhibit A – PL29045
Creation Date August 29, 2019~~

~~Reference is made to that PLS Service Agreement by and between Southern Star and Sequent Energy Management L.P. (PLS Shipper), dated September 19, 2003.~~

~~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 September 1, 2019 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective September 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 999052—Canadian Blackwell (CB)~~

~~—Maximum Daily Quantity 10,000~~

~~—Maximum Total Parked Quantity 30,000~~

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

~~SEQUENT ENERGY MANAGEMENT L.P. _____ SOUTHERN STAR CENTRAL GAS PIPELINE, INC.~~

~~By _____ /s/ Thomas Segner By _____ /s/ Chris Williams
(Signature) (Signature)~~

~~Name _____ Thomas Segner Name _____ Chris Williams
(Please type or print) (Please type or print)~~

~~Title _____ Trader Title _____ Rep II, Cust Serv
(Please type or print) (Please type or print)~~

~~Date _____ 8/29/2019 Date _____ 8/29/2019~~

Reserved for Future Use

~~Date: July 29, 2020~~

~~Sequent Energy Management L.P.
Attn: Tommy Segner
110 W Seventh St.
Tulsa, OK 74119~~

~~Re: Negotiated Rate Agreement~~

~~Dear Tommy Segner:~~

~~Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Sequent Energy Management L.P. (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 29045
Rate Schedule: PLS
Parking Point of Service: Canadian Blackwell (CB)
Quantity: Maximum Daily Quantity (MDQ) of 10,000 Dth/d
Maximum Total Parked Quantity (MTPQ) of 30,000 Dth~~

~~Time Period: September 1, 2019 to September 1, 2020~~

~~Monthly Negotiated Rate: \$ 0.115 per Dth of MTPQ (i.e., \$3,450 per month); provided, however, the Monthly Negotiated Rate for the months of July 2020 and August 2020 shall be \$0.000 per Dth of MTPQ.~~

~~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 29045 expires, any quantities parked or continued to be parked under Contract No. PL 29045 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.~~

Spotlight Energy PL 29045
July 29, 2020

This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL29045 dated August 29, 2019.

~~To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to ssccontractadministration@sscgp.com or via fax at 270/852-5027. The above 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: 7/29/2020

AGREED TO AND ACCEPTED this 29 day of July, 2020 by:

Shipper: Sequent Energy Management L.P.

By /s/ Pedro E. Bahena

Name: Edward Bahena

Title: Mgr. Trading West

[Signature page to Negotiated Rate Agreement associated with PL 29045]

Reserved for Future Use

~~SERVICE AGREEMENT
UNDER RATE SCHEDULE PLS~~

~~Loan Service~~

~~Exhibit B – PL29046
Creation Date – August 29, 2019~~

~~Reference is made to that PLS Service Agreement by and between Southern Star and Sequent Energy Management L.P. (PLS Shipper), dated September 19, 2003.~~

~~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 September 1, 2019 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective September 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 999052 – Canadian Blackwell (CB)~~

~~—Maximum Daily Quantity 10,000~~

~~—Maximum Total Loaned Quantity 30,000~~

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

~~SEQUENT ENERGY MANAGEMENT L.P. _____ SOUTHERN STAR CENTRAL GAS PIPELINE, INC.~~

~~By _____ /s/ Thomas Segner _____ By _____ /s/ Chris Williams _____
(Signature) (Signature)~~

~~Name _____ Thomas Segner _____ Name _____ Chris Williams _____
(Please type or print) (Please type or print)~~

~~Title _____ Trader _____ Title _____ Rep II, Cust Serv _____
(Please type or print) (Please type or print)~~

~~Date _____ 8/29/2019 _____ Date _____ 8/29/2019 _____~~

Reserved for Future Use

Date: July 29, 2020

~~Sequent Energy Management L.P.
Attn: Tommy Segner
110 W Seventh St.
Tulsa, OK 74119~~

~~Re: Negotiated Rate Agreement~~

~~Dear Tommy Segner:~~

~~Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Sequent Energy Management L.P. (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. PL 29046
Rate Schedule: PLS
Loan Point of Service: Canadian Blackwell (CB)
Quantity: Maximum Daily Quantity (MDQ) of 10,000 Dth/d
Maximum Total Loaned Quantity (MTLQ) of 30,000 Dth~~

~~Time Period: September 1, 2019 to September 1, 2020~~

~~Monthly Negotiated Rate: \$ 0.115 per Dth of MTLQ (i.e., \$3,450 per month); provided, however, the Monthly Negotiated Rate for the months of July 2020 and August 2020 shall be \$0.000 per Dth of MTLQ.~~

~~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 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 29046 expires, any quantities loaned or continued to be loaned under Contract No. PL 29046 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.~~

~~Spotlight Energy~~ _____ ~~PL 29046~~
~~July 29, 2020~~

~~This Negotiated Rate Agreement supersedes and replaces the Negotiated Rate Agreement for Contract No. PL29046 dated August 29, 2019.~~

~~To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to ssccontractadministration@sscgpp.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: 7/29/2020~~

~~AGREED TO AND ACCEPTED~~ this 29 day of July, 2020 by:

~~Shipper: Sequent Energy Management L.P.~~

~~By /s/ Pedro E. Bahena~~

~~Name: Edward Bahena~~

~~Title: Mgr. Trading- West~~

~~{Signature page to Negotiated Rate Agreement associated with PL 29046}~~

Reserved for Future Use

Appendix C

Supplemental Information

FTS-P Service Agreement and related Discount Agreement, with the non-conforming contractual rollover rights shown as gray highlighted text.

**TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS**

THIS AGREEMENT is made and entered into this 10th day of August, 2020 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 SPIRE MARKETING INC., a Missouri Corporation, having its principal office in Houston, TX 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 September 1, 2020 and shall continue in full force and effect until November 1, 2025 (the initial primary term). If Shipper is paying a rate below Southern Star's maximum rate during the last twelve months of the initial primary term pursuant to the Discount Rate Agreement between the parties capping Shipper's reservation rate, Shipper shall have a one-time contractual rollover option to extend the contract term for at least one but no more than two year(s) beyond the initial primary term. This rollover option must be exercised in writing by Shipper no later than seven (7) months prior to the expiration date of the initial primary term.
- 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:

All notices:

Spire Marketing Inc.
3773 Richmond Avenue, Suite 300
Houston, TX 77046
Attention: SVP – Marketing & Origination
E-mail: john.grass@spireenergy.com

with a copy (which shall not constitute notice) to:

Spire Marketing Inc.
3773 Richmond Avenue, Suite 300
Houston, TX 77046
Attention: General Counsel
E-mail: MarketingContracts@spireenergy.com

To Southern Star: Payments: As directed on invoice

All notices: Southern Star Central Gas Pipeline, Inc.
P.O. Box 20010
Owensboro, KY 42304-0100
Attention: Commercial Services
Fax: (270) 852-5027
E-mail: ssscontractadministration@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 hereto have executed this Agreement as of the day and year first above written.

SPIRE MARKETING INC.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ John J. Grass
(Signature)

By /s/ Jimmy Staton
(Signature)

Name John J. Grass
(Please type or print)

Name Jimmy Staton
(Please type or print)

Title SVP, Marketing & Origination
(Please type or print)

Title President & CEO
(Please type or print)

August 10, 2020

Spire Marketing Inc.
Attn: John Grass, SVP-Marketing & Origination
3773 Richmond Avenue, Suite 300
Houston, TX 77046

RE: Discount Rate Agreement

Dear John:

Following an open season for expansion facilities (Facilities), Southern Star Central Gas Pipeline, Inc. (Southern Star) and Spire Marketing Inc. (Anchor Shipper) entered into the firm transportation service agreement described below:

Contract No.	TA 30320
Rate Schedule:	FTS-P
Maximum Daily Transportation Quantity (MDTQ):	40,000 Dth/d in the Production Area
Initial Primary Term:	Starting on September 1, 2020 and continuing until November 1, 2025.
Rollover Term:	At Anchor Shipper's option, Contract No. TA 30320 may be extended for at least one but no more than two year(s) beyond the initial primary term.
Primary Receipt Location:	16584 Oneok Westex Hemphill
Primary Delivery Location:	999000 Prd/Mkt Interface (PMI)

Anchor Shipper has agreed to pay Southern Star's maximum rates during the Initial Primary Term and the Rollover Term (if Shipper exercises its rollover option) of Contract No. TA 30320; provided, however, that if the Total Reservation Charge on a unit basis (i.e., the maximum FTS-P Reservation Rate plus any applicable reservation surcharges) during any month of the Initial Primary Term or the Rollover Term exceeds \$0.2454 Dth/d, then Anchor Shipper shall pay a Discounted Reservation Rate, rather than the Maximum FTS-P Reservation Rate.

Discounted Reservation Rate:	Anchor Shipper's Reservation Rate shall be discounted only during such time, if ever, when the sum of the maximum FTS-P reservation rate and any applicable reservation surcharge(s) exceeds \$0.2454 Dth/d. Anchor Shipper's Discounted Reservation Rate shall be determined each month using the formula $A = B - C$, where
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A = Discounted Reservation Rate,

B = \$0.2454 Dth/d,

C = An amount equal to any applicable reservation surcharge(s) in the Production Area

All Other Rate Components
at Maximum Rates:

The maximum rates for all other rate components for service under Rate Schedule FTS shall continue to apply per Southern Star's FERC Gas Tariff, including the Commodity Rate, Authorized Overrun Rate, Fuel reimbursement percentage, ACA Surcharge, any other applicable surcharges (reservation or commodity), and any other charges authorized by the Tariff.

All charges except the Discounted Reservation Rate will remain at maximum rates.

Shipper may adjust primary points as permitted by the tariff and may use all Production Area secondary points at the Discounted Reservation Rate.

Notwithstanding any other provision in this Rate Agreement, **Southern Star will not charge above the maximum, or below the minimum, approved tariff rates for the relevant service agreement associated herewith.** In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

Anchor Shipper's Contractual Right of First Refusal: If Anchor Shipper pays a Discounted Reservation Rate as provided above either (i) during any of the last twelve months of the Initial Primary Term of Contract No. TA 30320, if Anchor Shipper does not exercise its Rollover Term option, or (ii) during any of the last twelve months of the Rollover Term of Contract No. TA 30320, if Anchor Shipper exercises its Rollover Term option, so that its applicable FTS-P reservation rate is reduced below the maximum FTS-P reservation rate causing Anchor Shipper to be no longer automatically eligible for the right of first refusal set forth in Section 6 of the General Terms and Conditions (GT&C) of Southern Star's FERC Gas Tariff, Anchor Shipper shall nonetheless have a contractual right of first refusal (as permitted by GT&C Section 7.2) for this capacity subject to the right of first refusal process as described in GT&C Section 6. If the capacity is renewed under this right of first refusal section, the resulting contract shall have a reservation rate, over the course of the new term, no higher than the contract rate established in this right of refusal process.

[Remainder of page intentionally left blank.]

If Anchor Shipper has executed a CSI Electronic Contracting Agreement per Section 8.15 of the General Terms and Conditions of Southern Star's tariff, please indicate your acceptance of this Rate Agreement via electronic signature. Otherwise, to indicate your acceptance, please return a signed original of this Rate Agreement to Southern Star either (i) via PDF attachment to an email directed to SSCContractAdministration@southernstar.com, (ii) at the address listed above, or (iii) via fax at 270/852-5027.

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: 8/14/2020

AGREED TO AND ACCEPTED this 13th day of August 2020 by:

SPIRE MARKETING INC.

By /s/ John J. Grass

Name: John J. Grass
Title: SVP, Marketing & Origination

[Signature page to Discount Rate Agreement associated with FTS-P Agreement, Contract No. TA30320].