

SOUTHERN STAR 
CENTRAL GAS PIPELINE

Southern Star Central Gas Pipeline, Inc.

4700 Hwy 56
P.O. Box 20010
Owensboro, Kentucky 42301
Phone 270/852-5000

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

August 31, 2018

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

Re: Southern Star Central Gas Pipeline, Inc.
Docket No. RP18-_____
Sequent Energy Management L.P.
Negotiated Rate Agreements

Dear Ms. Bose:

Southern Star Central Gas Pipeline, Inc. ("Southern Star") respectfully submits by eFiling the following new and revised tariff records, to its FERC Gas Tariff, Original Volume No. 2 ("Volume No. 2"), to be effective September 1, 2018 related to two Negotiated Rate Agreements and Conforming Service Orders between Southern Star and Sequent Energy Management L.P. ("Sequent"), as well as removing two expiring Negotiated Rate Agreements with Non-Conforming Service Orders, all with a proposed effective date of September 1, 2018. The tariff records are being filed pursuant to Part 154 of the Rules and Regulations of the Federal Energy Regulatory Commission ("Commission") to incorporate changes as described further below.

<u>Tariff Records</u>	<u>Section</u>	<u>Version</u>
Table of Contents	1	13.0.0
Conforming Service Agreements with Negotiated Rates		
PL27527 Sequent Energy Management, L.P. – PLS Exhibit A Parking Service Order	3.3.	0.0.0
PL27527 Sequent Energy Management, L.P. – Negotiated Rate Agreement – Parking	3.3.1	0.0.0
PL27528 Sequent Energy Management, L.P. – PLS Exhibit B Loan Service Order	3.4	0.0.0
PL27528 Sequent Energy Management, L.P. – Negotiated Rate Agreement - Loan	3.4.1	0.0.0

Tariff Records (continued)

Section Version

Non-Conforming Service Agreements with Negotiated Rates

Reserved for future use	4.5	1.0.0
Reserved for future use	4.5.1	1.0.0
Reserved for future use	4.6	1.0.0
Reserved for future use	4.6.1	1.0.0

Statement of Nature, Reasons and Basis for Filing

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

The Negotiated Rate Agreements establish the rates to be charged under a Parking Service Order and a Loan Service Order, respectively, effective September 1, 2018. The Negotiated Rate Agreements establish a fixed rate per the Maximum Total Parked Quantity ("MTPQ") and the Maximum Total Loaned Quantity ("MTLQ"), respectively, for the months of September 2018 through August 2019, in lieu of the otherwise applicable commodity rates. The Negotiated Rate Agreements set forth the shipper's name, actual negotiated rate, applicable points of service, quantity to be parked or loaned and the applicable rate schedule (PLS) in compliance with Section 28.5 of the General Terms and Conditions ("GT&C") of Southern Star's FERC Gas Tariff, First Revised Volume No. 1.

These Negotiated Rate Agreements and related PLS Service Orders do not materially deviate from Southern Star's tariff and should be accepted as Conforming Service Agreements with Negotiated Rates.

This filing also removes two expiring negotiated rate agreements with related service orders in sections 4.5 and 4.6 from the Non-Conforming Service Agreements with Negotiated Rates section of Volume No. 2. These negotiated rate agreements and service orders expire effective September 1, 2018.

List of Materials Enclosed

In accordance with Section 154.7(a)(1) of the Commission's regulations, submitted herewith is an eTariff XML filing package, filed as a zip (compressed) file, containing:

- i. The proposed tariff record versions in RTF format with metadata attached;
- ii. A transmittal letter;
- iii. Appendix A – A clean version of the tariff records; and
- iv. Appendix B – A marked version of the tariff records.

Effective Date, Motion and Waiver

Southern Star respectfully requests that the Commission grant any necessary waivers of Section 154.207 of its regulations and accept the Negotiated Rate Agreements, and related Conforming Service Orders effective on

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

August 31, 2018

Page 3

September 1, 2018, which, consistent with Commission policy and GT&C Section 28.5, is the day on which Southern Star commences service at the negotiated rates. In the event that the Commission elects to accept and suspend the tariff records submitted herein, in accordance with section 154.7(a)(9) of the Commission's regulations, Southern Star moves to place such tariff records into effect at the end of the applicable suspension period.

Correspondence

Southern Star respectfully requests that all Commission orders and correspondence, as well as pleadings and correspondence from other persons, concerning this filing be served upon:

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

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

and copies provided to:

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

If there are any questions pertaining to this filing, please contact any of the parties listed above.

Posting and Certification of Service

Copies of this filing are being distributed to Southern Star's jurisdictional customers and interested state commissions, as well as posted on CSI, Southern Star's online customer service system. A copy of this filing is available for public inspection during regular business hours at the office of Southern Star in Owensboro, Kentucky.

Sincerely,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: /s/ Scott LaMar

Scott LaMar
Director, Rates & Regulatory
(270) 852-4560

Enclosures

Appendix A

Clean Version of the Tariff Records

TABLE OF CONTENTS

<u>Original Volume No. 2</u>	<u>Section No.</u>
Table of Contents	1
Non-Conforming Service Agreements	2
Conforming Service Agreements With Negotiated Rates	3
TA21082 BP Energy Company – FTS-P Agreement	3.1
TA21082 BP Energy Company – FTS-P Exhibit A	3.1.1
TA21082 BP Energy Company – FTS-P Exhibit B	3.1.2
TA21082 BP Energy Company – Negotiated Rate Agreement*	3.1.3
TA22181 Tenaska Marketing Ventures – FTS-P Agreement.....	3.2
TA22181 Tenaska Marketing Ventures – FTS-P Exhibit A.....	3.2.1
TA22181 Tenaska Marketing Ventures – FTS-P Exhibit B.....	3.2.2
TA22181 Tenaska Marketing Ventures – Negotiated Rate Agreement*	3.2.3
PL27527 Sequent Energy Management L.P. – PLS Exhibit A Parking	
Service Order.....	3.3
PL27527 Sequent Energy Management L.P. – Negotiated Rate Agreement -	
Parking.....	3.3.1
PL27528 Sequent Energy Management L.P. – PLS Exhibit B Loan Service Order	3.4
PL27528 Sequent Energy Management L.P. – Negotiated Rate Agreement – Loan	3.4.1
Non-Conforming Service Agreements With Negotiated Rates	4
TA22138 Chesapeake Energy Marketing, Inc. – FTS-P Agreement.....	4.1
TA22138 Chesapeake Energy Marketing, Inc. – FTS-P Exhibit A.....	4.1.1
TA22138 Chesapeake Energy Marketing, Inc. – FTS-P Exhibit B.....	4.1.2
TA22138 Chesapeake Energy Marketing, Inc. – Negotiated Rate Agreement*	4.1.3
TA22138 Chesapeake Energy Marketing, Inc. – Negotiated Rate Agreement –	
Amendment.....	4.1.3.1
TA24888 LINN Operating, Inc. – FTS-P Agreement	4.2
TA24888 LINN Operating, Inc. – FTS-P Exhibit A	4.2.1
TA24888 LINN Operating, Inc. – FTS-P Exhibit B.....	4.2.2
TA24888 LINN Operating, Inc. – Negotiated Rate Agreement*	4.2.3
PL25737 Tenaska Gas Storage, LLC – PLS Exhibit A Parking	
Service Order	4.3
PL25737 Tenaska Gas Storage, LLC – Negotiated Rate Agreement – Parking....	4.3.1
PL25738 Tenaska Gas Storage, LLC – PLS Exhibit B Loan Service Order.....	4.4
PL25738 Tenaska Gas Storage, LLC – Negotiated Rate Agreement – Loan.....	4.4.1
Reserved for Future Use.....	4.5
Reserved for Future Use.....	4.5.1
Reserved for Future Use.....	4.6
Reserved for Future Use.....	4.6.1

TA27392 Scout Energy Group III – FTS-P Agreement.....	4.7
TA27392 Scout Energy Group III – FTS-P Exhibit A.....	4.7.1
TA27392 Scout Energy Group III – FTS-P Exhibit B.....	4.7.2
TA27392 Scout Energy Group III – Negotiated Rate Agreement*	4.7.3

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

SERVICE AGREEMENT
UNDER RATE SCHEDULE PLS

Parking Service

Exhibit A- PL 27527
Creation Date August 29, 2018

Reference is made to that PLS Service Agreement by and between Southern Star and Sequent Energy Management L.P. (PLS Shipper), dated February 15, 2001.

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, 2018 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective September 1, 2019.

PLS shipper shall be charged the current maximum tariff rate unless otherwise agreed to in an associated discount letter or negotiated rate agreement.

Parking Point of Service CB - 999052 Canadian-Blackwell Pool

Maximum Daily Quantity 15,000 Dth/d

Maximum Total Parked Quantity 60,000 Dth

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

Sequent Energy Management L.P.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ Roy Robertson
(Signature)

By /s/ Kevin Gray
(Signature)

Name Roy Robertson
(Please type or print)

Name Kevin Gray
(Please type or print)

Title Managing Director
(Please type or print)

Title Mgr. Contracts & Scheduling
(Please type or print)

Date 8-30-2018

Date 8/30/18

Date: August 29, 2018

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 27527
Rate Schedule:	PLS
Parking Point of Service:	Canadian Blackwell (CB)
Quantity:	Maximum Daily Quantity (MDQ) of 15,000 Dth/d Maximum Total Parked Quantity (MTPQ) of 60,000 Dth
Time Period:	September 1, 2018 to September 1, 2019
Monthly Negotiated Rate:	\$ 0.115 per Dth of MTPQ (<i>i.e.</i> , \$6,900 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 27527 expires, any quantities parked or continued to be parked under Contract No. PL 27527 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@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/ Kevin Gray

Name: Kevin Gray, Manager
Title: Capacity Scheduling and Contracts

Date of execution by Southern Star: 8/30/18

AGREED TO AND ACCEPTED this 30th day of August, 2018 by:

Shipper: Sequent Energy Management L.P.

By /s/ Roy Robertson

Name: Roy Robertson

Title: Managing Director

[Signature page to Negotiated Rate Agreement associated with PL 27527]

SERVICE AGREEMENT
UNDER RATE SCHEDULE PLS

Loan Service

Exhibit B- PL 27528
Creation Date August 29, 2018

Reference is made to that PLS Service Agreement by and between Southern Star and Sequent Energy Management L.P. (PLS Shipper), dated February 15, 2001.

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, 2018 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective September 1, 2019.

PLS shipper shall be charged the current maximum tariff rate unless otherwise agreed to in an associated discount letter or negotiated rate agreement.

Loan Point of Service CB - 999052 Canadian-Blackwell Pool

Maximum Daily Quantity 15,000 Dth/d

Maximum Total Loaned Quantity 60,000 Dth

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

Sequent Energy Management L.P.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/Roy Robertson
(Signature)

By /s/Kevin Gray
(Signature)

Name Roy Robertson
(Please type or print)

Name Kevin Gray
(Please type or print)

Title Managing Director
(Please type or print)

Title Manager Capacity Scheduling and Contracts
(Please type or print)

Date 8/30/18

Date 8/30/18

Date: August 29, 2018

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 27528
Rate Schedule:	PLS
Loan Point of Service:	Canadian Blackwell (CB)
Quantity:	Maximum Daily Quantity (MDQ) of 15,000 Dth/d Maximum Total Loaned Quantity (MTLQ) of 60,000 Dth
Time Period:	September 1, 2018 to September 1, 2019
Monthly Negotiated Rate:	\$ 0.115 per Dth of MTLQ (<i>i.e.</i> , \$6,900 per month)
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 27528 expires, any quantities loaned or continued to be loaned under Contract No. PL 27528 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@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/ Kevin Gray

Name: Kevin Gray, Manager
Title: Capacity Scheduling and Contracts

Date of execution by Southern Star: 8/30/18

AGREED TO AND ACCEPTED this 30th day of August, 2018 by:

Shipper: Sequent Energy Management L.P.

By /s/ Roy Robertson

Name: Roy Robertson

Title: Managing Director

[Signature page to Negotiated Rate Agreement associated with PL 27528]

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

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
Conforming Service Agreements With Negotiated Rates	3
TA21082 BP Energy Company – FTS-P Agreement	3.1
TA21082 BP Energy Company – FTS-P Exhibit A	3.1.1
TA21082 BP Energy Company – FTS-P Exhibit B	3.1.2
TA21082 BP Energy Company – Negotiated Rate Agreement*	3.1.3
TA22181 Tenaska Marketing Ventures – FTS-P Agreement.....	3.2
TA22181 Tenaska Marketing Ventures – FTS-P Exhibit A.....	3.2.1
TA22181 Tenaska Marketing Ventures – FTS-P Exhibit B.....	3.2.2
TA22181 Tenaska Marketing Ventures – Negotiated Rate Agreement*	3.2.3
PL27527 Sequent Energy Management L.P. – PLS Exhibit A Parking	
Service Order.....	3.3
PL27527 Sequent Energy Management L.P. – Negotiated Rate Agreement -	
Parking.....	3.3.1
PL27528 Sequent Energy Management L.P. – PLS Exhibit B Loan Service Order	3.4
PL27528 Sequent Energy Management L.P. – Negotiated Rate Agreement – Loan	3.4.1
Non-Conforming Service Agreements With Negotiated Rates	4
TA22138 Chesapeake Energy Marketing, Inc. – FTS-P Agreement.....	4.1
TA22138 Chesapeake Energy Marketing, Inc. – FTS-P Exhibit A.....	4.1.1
TA22138 Chesapeake Energy Marketing, Inc. – FTS-P Exhibit B.....	4.1.2
TA22138 Chesapeake Energy Marketing, Inc. – Negotiated Rate Agreement*	4.1.3
TA22138 Chesapeake Energy Marketing, Inc. – Negotiated Rate Agreement – Amendment.....	4.1.3.1
TA24888 LINN Operating, Inc. – FTS-P Agreement	4.2
TA24888 LINN Operating, Inc. – FTS-P Exhibit A	4.2.1
TA24888 LINN Operating, Inc. – FTS-P Exhibit B.....	4.2.2
TA24888 LINN Operating, Inc. – Negotiated Rate Agreement*	4.2.3
PL25737 Tenaska Gas Storage, LLC – PLS Exhibit A Parking	
Service Order	4.3
PL25737 Tenaska Gas Storage, LLC – Negotiated Rate Agreement – Parking....	4.3.1
PL25738 Tenaska Gas Storage, LLC – PLS Exhibit B Loan Service Order.....	4.4
PL25738 Tenaska Gas Storage, LLC – Negotiated Rate Agreement – Loan.....	4.4.1
PL26093 Sequent Energy Management, L.P. – PLS Exhibit A Parking.....	

Service Order Reserved for Future	
Use.....	4.5
PL26093 Sequent Energy Management, L.P. Negotiated Rate	
Agreement Parking Reserved for Future	
Use.....	4.5.1
PL26092 Sequent Energy Management, L.P. PLS Exhibit B Loan	
Service Order Reserved for Future	
Use.....	4.6
PL26092 Sequent Energy Management, L.P. Negotiated Rate	
Agreement Loan Reserved for Future	
Use.....	4.6.1
TA27392 Scout Energy Group III – FTS-P Agreement.....	4.7
TA27392 Scout Energy Group III – FTS-P Exhibit A.....	4.7.1
TA27392 Scout Energy Group III – FTS-P Exhibit B.....	4.7.2
TA27392 Scout Energy Group III – Negotiated Rate Agreement*.....	4.7.3

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

SERVICE AGREEMENT
UNDER RATE SCHEDULE PLS

Parking Service

Exhibit A- PL 27527
Creation Date August 29, 2018

Reference is made to that PLS Service Agreement by and between Southern Star and Sequent Energy Management L.P. (PLS Shipper), dated February 15, 2001.

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, 2018 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective September 1, 2019.

PLS shipper shall be charged the current maximum tariff rate unless otherwise agreed to in an associated discount letter or negotiated rate agreement.

Parking Point of Service CB - 999052 Canadian-Blackwell Pool

Maximum Daily Quantity 15,000 Dth/d

Maximum Total Parked Quantity 60,000 Dth

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

Sequent Energy Management L.P. SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ Roy Robertson

(Signature)

By /s/ Kevin Gray

(Signature)

Name Roy Robertson

(Please type or print)

Name Kevin Gray

(Please type or print)

Title Managing Director

(Please type or print)

Title Mgr. Contracts & Scheduling

(Please type or print)

Date 8-30-2018

Date 8/30/18

Date: August 29, 2018

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:

<u>Contract No.</u>	<u>PL 27527</u>
<u>Rate Schedule:</u>	<u>PLS</u>
<u>Parking Point of Service:</u>	<u>Canadian Blackwell (CB)</u>
<u>Quantity:</u>	<u>Maximum Daily Quantity (MDQ) of 15,000 Dth/d</u> <u>Maximum Total Parked Quantity (MTPQ) of 60,000 Dth</u>

Time Period: September 1, 2018 to September 1, 2019

Monthly Negotiated Rate: \$ 0.115 per Dth of MTPQ (i.e., \$6,900 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 27527 expires, any quantities parked or continued to be parked under Contract No. PL 27527 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@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/ Kevin Gray

Name: Kevin Gray, Manager

Title: Capacity Scheduling and Contracts

Date of execution by Southern Star: 8/30/18

AGREED TO AND ACCEPTED this 30th day of August, 2018 by:

Shipper: Sequent Energy Management L.P.

By /s/ Roy Robertson

Name: Roy Robertson

Title: Managing Director

[Signature page to Negotiated Rate Agreement associated with PL 27527]

SERVICE AGREEMENT
UNDER RATE SCHEDULE PLS

Loan Service

Exhibit B- PL 27528
Creation Date August 29, 2018

Reference is made to that PLS Service Agreement by and between Southern Star and Sequent Energy Management L.P. (PLS Shipper), dated February 15, 2001.

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, 2018 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective September 1, 2019.

PLS shipper shall be charged the current maximum tariff rate unless otherwise agreed to in an associated discount letter or negotiated rate agreement.

Loan Point of Service CB - 999052 Canadian-Blackwell Pool

Maximum Daily Quantity 15,000 Dth/d

Maximum Total Loaned Quantity 60,000 Dth

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

Sequent Energy Management L.P. SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/Roy Robertson

(Signature)

By /s/Kevin Gray

(Signature)

Name Roy Robertson

(Please type or print)

Name Kevin Gray

(Please type or print)

Title Managing Director

(Please type or print)

Title Manager Capacity Scheduling and Contracts

(Please type or print)

Date 8/30/18

Date 8/30/18

Date: August 29, 2018

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:

<u>Contract No.</u>	<u>PL 27528</u>
<u>Rate Schedule:</u>	<u>PLS</u>
<u>Loan Point of Service:</u>	<u>Canadian Blackwell (CB)</u>
<u>Quantity:</u>	<u>Maximum Daily Quantity (MDQ) of 15,000 Dth/d</u> <u>Maximum Total Loaned Quantity (MTLQ) of 60,000 Dth</u>

Time Period: September 1, 2018 to September 1, 2019

Monthly Negotiated Rate: \$ 0.115 per Dth of MTLQ (i.e., \$6,900 per month)

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 27528 expires, any quantities loaned or continued to be loaned under Contract No. PL 27528 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@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/ Kevin Gray _____

Name: Kevin Gray, Manager

Title: Capacity Scheduling and Contracts

Date of execution by Southern Star: 8/30/18 _____

AGREED TO AND ACCEPTED this 30th day of August _____, 2018 by:

Shipper: Sequent Energy Management L.P.

By /s/ Roy Robertson _____

Name: Roy Robertson _____

Title: Managing Director _____

[Signature page to Negotiated Rate Agreement associated with PL 27528]

~~SERVICE AGREEMENT
UNDER RATE SCHEDULE PLS~~

~~Parking Service~~

~~Exhibit A-PL 26093~~

~~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, 2017 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective September 1, 2018.~~

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

~~Parking Point of Service — Canadian Blackwell~~

~~Maximum Daily Quantity — 25,000 Dth/d~~

~~Maximum Total Parked Quantity — 250,000 Dth~~

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

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

~~By /s/Roy Robertson — By /s/Susanne W. Harris
(Signature) (Signature)~~

~~Name Roy Robertson — Name Susanne W. Harris
(Please type or print) (Please type or print)~~

~~Title Managing Director Origination — Title CFO
(Please type or print) (Please type or print)~~

~~Date 8-31-2017 — Date 8-31-17~~

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~~_____~~ Date: August 31, 2017

~~SEQUENT ENERGY MANAGEMENT, L.P.
Attn: Roy Robertson
Sequent Energy Management L.P.~~

~~_____~~ Re: Negotiated Rate Agreement ~~_____~~

Dear Roy:

~~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 26092 _____
Rate Schedule: _____ PLS _____
Loan Point of Service: _____ Canadian Blackwell (CB) _____
Quantity: _____ Maximum Daily Quantity (MDQ) of 25,000 Dth/D _____
_____ Maximum Total Loaned Quantity (MTLQ) of 250,000 Dth _____~~

~~Time Period: _____ September 1, 2017 – September 1, 2018 _____~~

~~Negotiated Rate: _____ Each month during the Time Period, Shipper shall pay the Monthly Minimum Charge, plus an Additional Value Charge when applicable. _____~~

~~_____ The following definitions shall be used to determine the Negotiated Rates to be paid by Shipper: _____~~

~~The *Monthly Minimum Charge* is \$0.02 per Dth of MTLQ or \$5,000 per month. This charge will be paid each month in addition to any Additional Value Charge that is payable for each month.~~

~~_____ The *Total Minimum Charge* is \$5,000 times the number of months in the Time Period or \$60,000.~~

~~_____ The *Monthly Value* is determined by PLS Shipper based on a dollar value per dekatherm calculated for each day during the month based on the relevant price(s), i.e., the difference between the actual total gross revenue received for the sale of gas less the actual cost of such gas purchased by Shipper, including any daily gains and losses associated with the loan and any base load hedged gains and losses.~~

~~_____ The *Current Value* for any month is sum of the Monthly Values for the current month and all preceding months in the Time Period.~~

~~An Additional Value Charge applies in any month when fifty percent (50%) of the Current Value is greater than the Total Minimum Charge. Once fifty percent (50%) of the Current Value exceeds the Total Minimum Charge, Shipper will pay an Additional Value Charge equal to fifty percent (50%) of the Monthly Value, plus the Monthly Minimum Charge, to Southern Star as a Total Monthly Charge. Provided that, in the month when the 50% of the Current Value first exceeds the Total Minimum Charge, the Additional Value Charge shall be equal to the difference between fifty percent (50%) of the Current Value and the Total Minimum Charge. If there is a negative Monthly Value after the Total Minimum Charge has been met the negative Monthly Value will roll forward into future Monthly Value calculations and must be covered before any Additional Value Charges are paid. Provided further, the Additional Value Charge can never be less than zero.~~

~~Each month, no later than the end of the third business day, Shipper will provide a spreadsheet showing daily gains and losses associated with the loan and also showing any base load hedged gains (when the hedges were made). Any additional gain or loss on base load volumes will be shown when the loaned gas is redelivered to Shipper.~~

~~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.~~

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

[Remainder of page intentionally left blank.]

~~To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to sscontractadministration@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 Jimmy Staton

Name: Jimmy Staton

Title: ~~President & CEO~~

Date of execution by Southern Star: 8/31/17

~~AGREED TO AND ACCEPTED~~ this 31 day of August, 2017 by:

~~SHIPPER:~~ SEQUENT ENERGY MANAGEMENT, L.P.

By /s/Roy Robertson

Name: Roy Robertson

Title: Managing Director Origination

{Signature page to Negotiated Rate Agreement associated with PLS Contract No. PL 26092}

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~~SERVICE AGREEMENT
UNDER RATE SCHEDULE PLS~~

~~Loan Service~~

~~Exhibit B-PL PL 26092~~

~~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, 2017 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective September 1, 2018.~~

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

~~Loan Point of Service — Canadian Blackwell (CB)~~

~~Maximum Daily Quantity — 25,000 Dth/d~~

~~Maximum Total Loaned Quantity — 250,000 Dth~~

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

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

~~By /s/Roy Robertson — By /s/Jimmy Staton —
— (Signature) — (Signature)~~

~~Name Roy Robertson — Name Jimmy Staton —
— (Please type or print) — (Please type or print)~~

~~Title Managing Director Origination — Title President & CEO —
— (Please type or print) — (Please type or print)~~

~~Date 8-31-2017 — Date 8/31/2017 —~~

RESERVED FOR FUTURE USE

Date: August 31, 2017

SEQUENT ENERGY MANAGEMENT, L.P.
Attn: Roy Robertson
Sequent Energy Management L.P.

Re: Negotiated Rate
Agreement

Dear Roy:

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 26092
Rate Schedule: PLS
Loan Point of Service: Canadian Blackwell (CB)
Quantity: Maximum Daily Quantity (MDQ) of 25,000 Dth/D
Maximum Total Loaned Quantity (MTLQ) of 250,000 Dth

Time Period: September 1, 2017 – September 1, 2018

Negotiated Rate: Each month during the Time Period, Shipper shall pay the Monthly Minimum Charge, plus an Additional Value Charge when applicable.

The following definitions shall be used to determine the Negotiated Rates to be paid by Shipper:

The *Monthly Minimum Charge* is \$0.02 per Dth of MTLQ or \$5,000 per month. This charge will be paid each month in addition to any Additional Value Charge that is payable for each month.

The *Total Minimum Charge* is \$5,000 times the number of months in the Time Period or \$60,000.

The *Monthly Value* is determined by PLS Shipper based on a dollar value per dekatherm calculated for each day during the month based on the relevant price(s), i.e., the difference between the actual total gross revenue received for the sale of gas less the actual cost of such gas purchased by Shipper, including any daily gains and losses associated with the loan and any base load hedged gains and losses.

The *Current Value* for any month is sum of the Monthly Values for the current month and all preceding months in the Time Period.

~~An Additional Value Charge applies in any month when fifty percent (50%) of the Current Value is greater than the Total Minimum Charge. Once fifty percent (50%) of the Current Value exceeds the Total Minimum Charge, Shipper will pay an Additional Value Charge equal to fifty percent (50%) of the Monthly Value, plus the Monthly Minimum Charge, to Southern Star as a Total Monthly Charge. Provided that, in the month when the 50% of the Current Value first exceeds the Total Minimum Charge, the Additional Value Charge shall be equal to the difference between fifty percent (50%) of the Current Value and the Total Minimum Charge. If there is a negative Monthly Value after the Total Minimum Charge has been met the negative Monthly Value will roll forward into future Monthly Value calculations and must be covered before any Additional Value Charges are paid. Provided further, the Additional Value Charge can never be less than zero.~~

~~Each month, no later than the end of the third business day, Shipper will provide a spreadsheet showing daily gains and losses associated with the loan and also showing any base load hedged gains (when the hedges were made). Any additional gain or loss on base load volumes will be shown when the loaned gas is redelivered to Shipper.~~

~~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.~~

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

~~[Remainder of page intentionally left blank.]~~

~~To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to sscontractadministration@ssepp.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 Jimmy Staton

Name: Jimmy Staton

Title: President & CEO

Date of execution by Southern Star: 8/31/17

~~AGREED TO AND ACCEPTED~~ this 31 day of August, 2017 by:

~~SHIPPER: SEQUENT ENERGY MANAGEMENT, L.P.~~

By /s/Roy Robertson

Name: Roy Robertson

Title: Managing Director Origination

~~[Signature page to Negotiated Rate Agreement associated with PLS Contract No. PL 26092]~~

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